

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549**

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended September 30, 2018.

OR

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

Commission File No. 001-34658

BWX TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

DELAWARE
(State of Incorporation
or Organization)

80-0558025
(I.R.S. Employer
Identification No.)

800 MAIN STREET, 4TH FLOOR
LYNCHBURG, VIRGINIA
(Address of Principal Executive Offices)

24504
(Zip Code)

Registrant's Telephone Number, Including Area Code: (980) 365-4300

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

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

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

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

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

The number of shares of the registrant's common stock outstanding at November 2, 2018 was 98,726,135.

BWX TECHNOLOGIES, INC.

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PART I

FINANCIAL INFORMATION

Item 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

BWX TECHNOLOGIES, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS

ASSETS

	September 30, 2018	December 31, 2017
	(Unaudited) (In thousands)	
Current Assets:		
Cash and cash equivalents	\$ 66,125	\$ 203,404
Restricted cash and cash equivalents	4,359	7,105
Investments	2,732	2,934
Accounts receivable – trade, net	194,575	189,217
Accounts receivable – other	46,183	19,365
Contracts in progress	326,355	420,628
Other current assets	44,528	30,437
Total Current Assets	<u>684,857</u>	<u>873,090</u>
Property, Plant and Equipment	1,073,893	1,013,141
Less accumulated depreciation	684,530	664,512
Net Property, Plant and Equipment	<u>389,363</u>	<u>348,629</u>
Investments	8,604	9,301
Goodwill	278,939	218,331
Deferred Income Taxes	45,105	86,740
Investments in Unconsolidated Affiliates	62,160	43,266
Intangible Assets	240,081	110,405
Other Assets	26,595	22,577
TOTAL	<u><u>\$ 1,735,704</u></u>	<u><u>\$ 1,712,339</u></u>

See accompanying notes to condensed consolidated financial statements.

BWX TECHNOLOGIES, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS

LIABILITIES AND STOCKHOLDERS' EQUITY

	September 30, 2018	December 31, 2017
	(Unaudited) (In thousands, except share and per share amounts)	
Current Liabilities:		
Current maturities of long-term debt	\$ 14,745	\$ 27,870
Accounts payable	100,004	93,421
Accrued employee benefits	74,398	82,477
Accrued liabilities – other	53,508	64,738
Advance billings on contracts	104,646	246,192
Accrued warranty expense	12,426	13,428
Total Current Liabilities	359,727	528,126
Long-Term Debt	756,492	481,059
Accumulated Postretirement Benefit Obligation	20,111	21,368
Environmental Liabilities	89,429	79,786
Pension Liability	102,093	296,444
Other Liabilities	15,351	19,799
Commitments and Contingencies (Note 5)		
Stockholders' Equity:		
Common stock, par value \$0.01 per share, authorized 325,000,000 shares; issued 125,796,671 and 125,381,591 shares at September 30, 2018 and December 31, 2017, respectively	1,258	1,254
Preferred stock, par value \$0.01 per share, authorized 75,000,000 shares; No shares issued	—	—
Capital in excess of par value	112,300	98,843
Retained earnings	1,159,552	990,652
Treasury stock at cost, 27,070,536 and 25,964,088 shares at September 30, 2018 and December 31, 2017, respectively	(884,200)	(814,809)
Accumulated other comprehensive income	3,542	9,454
Stockholders' Equity – BWX Technologies, Inc.	392,452	285,394
Noncontrolling interest	49	363
Total Stockholders' Equity	392,501	285,757
TOTAL	\$ 1,735,704	\$ 1,712,339

See accompanying notes to condensed consolidated financial statements.

BWX TECHNOLOGIES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF INCOME

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
	(Unaudited)			
	(In thousands, except share and per share amounts)			
Revenues	\$ 425,507	\$ 419,360	\$ 1,321,891	\$ 1,257,600
Costs and Expenses:				
Cost of operations	326,314	302,267	971,887	883,839
Research and development costs	3,959	2,597	11,673	5,268
Losses (gains) on asset disposals and impairments, net	243	(2)	(2)	(33)
Selling, general and administrative expenses	53,919	51,351	159,199	150,881
Total Costs and Expenses	384,435	356,213	1,142,757	1,039,955
Equity in Income of Investees	9,323	3,630	22,698	10,832
Operating Income	50,395	66,777	201,832	228,477
Other Income (Expense):				
Interest income	1,121	402	2,340	750
Interest expense	(7,925)	(3,837)	(19,354)	(11,260)
Other – net	40,968	7,252	63,984	21,487
Total Other Income (Expense)	34,164	3,817	46,970	10,977
Income before Provision for Income Taxes	84,559	70,594	248,802	239,454
Provision for Income Taxes	6,482	23,901	43,578	75,556
Net Income	\$ 78,077	\$ 46,693	\$ 205,224	\$ 163,898
Net Income Attributable to Noncontrolling Interest	(158)	(140)	(201)	(364)
Net Income Attributable to BWX Technologies, Inc.	\$ 77,919	\$ 46,553	\$ 205,023	\$ 163,534
Earnings per Common Share:				
Basic:				
Net Income Attributable to BWX Technologies, Inc.	\$ 0.78	\$ 0.47	\$ 2.06	\$ 1.65
Diluted:				
Net Income Attributable to BWX Technologies, Inc.	\$ 0.78	\$ 0.46	\$ 2.04	\$ 1.63
Shares used in the computation of earnings per share (Note 10):				
Basic	99,421,031	99,328,677	99,542,933	99,313,264
Diluted	100,420,766	100,260,255	100,501,597	100,367,383

See accompanying notes to condensed consolidated financial statements.

BWX TECHNOLOGIES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF
COMPREHENSIVE INCOME

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
	(Unaudited) (In thousands)			
Net Income	\$ 78,077	\$ 46,693	\$ 205,224	\$ 163,898
Other Comprehensive Income (Loss):				
Currency translation adjustments	2,008	4,590	(4,725)	7,425
Derivative financial instruments:				
Unrealized (losses) gains arising during the period, net of tax benefit (provision) of \$24, \$90, \$(5) and \$(149), respectively	(39)	(259)	7	429
Reclassification adjustment for (gains) losses included in net income, net of tax provision (benefit) of \$7, \$(71), \$16 and \$0, respectively	(26)	204	(41)	(3)
Amortization of benefit plan costs, net of tax benefit of \$(78), \$(146), \$(286) and \$(459), respectively	360	282	1,145	861
Investments:				
Unrealized losses arising during the period, net of tax benefit (provision) of \$270, \$(52), \$270 and \$(182), respectively	(388)	(227)	(432)	(1,531)
Reclassification adjustment for losses (gains) included in net income, net of tax provision of \$25, \$5, \$25 and \$19, respectively	379	(9)	379	(143)
Other Comprehensive Income (Loss)	2,294	4,581	(3,667)	7,038
Total Comprehensive Income	80,371	51,274	201,557	170,936
Comprehensive Income Attributable to Noncontrolling Interest	(158)	(140)	(201)	(364)
Comprehensive Income Attributable to BWX Technologies, Inc.	\$ 80,213	\$ 51,134	\$ 201,356	\$ 170,572

See accompanying notes to condensed consolidated financial statements.

BWX TECHNOLOGIES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

	Common Stock		Capital In Excess of Par Value	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Stockholders' Equity	Noncontrolling Interest	Total Stockholders' Equity
	Shares	Par Value							
(In thousands, except share and per share amounts)									
Balance December 31, 2017	125,381,591	\$ 1,254	\$ 98,843	\$ 990,652	\$ 9,454	\$ (814,809)	\$ 285,394	\$ 363	\$ 285,757
Recently adopted accounting standards	—	—	—	12,171	(2,245)	—	9,926	—	9,926
Net income	—	—	—	205,023	—	—	205,023	201	205,224
Dividends declared (\$0.48 per share)	—	—	—	(48,294)	—	—	(48,294)	—	(48,294)
Currency translation adjustments	—	—	—	—	(4,725)	—	(4,725)	—	(4,725)
Derivative financial instruments	—	—	—	—	(34)	—	(34)	—	(34)
Defined benefit obligations	—	—	—	—	1,145	—	1,145	—	1,145
Available-for-sale investments	—	—	—	—	(53)	—	(53)	—	(53)
Exercise of stock options	207,686	2	4,940	—	—	—	4,942	—	4,942
Shares placed in treasury	—	—	—	—	—	(69,391)	(69,391)	—	(69,391)
Stock-based compensation charges	207,394	2	8,517	—	—	—	8,519	—	8,519
Distributions to noncontrolling interests	—	—	—	—	—	—	—	(515)	(515)
Balance September 30, 2018 (unaudited)	<u>125,796,671</u>	<u>\$ 1,258</u>	<u>\$ 112,300</u>	<u>\$ 1,159,552</u>	<u>\$ 3,542</u>	<u>\$ (884,200)</u>	<u>\$ 392,452</u>	<u>\$ 49</u>	<u>\$ 392,501</u>
Balance December 31, 2016	124,149,609	\$ 1,241	\$ 22,018	\$ 885,117	\$ 3,811	\$ (762,169)	\$ 150,018	\$ 392	\$ 150,410
Net income	—	—	—	163,534	—	—	163,534	364	163,898
Dividends declared (\$0.31 per share)	—	—	—	(31,107)	—	—	(31,107)	—	(31,107)
Currency translation adjustments	—	—	—	—	7,425	—	7,425	—	7,425
Derivative financial instruments	—	—	—	—	426	—	426	—	426
Defined benefit obligations	—	—	—	—	861	—	861	—	861
Available-for-sale investments	—	—	—	—	(1,674)	—	(1,674)	—	(1,674)
Exercise of stock options	874,872	9	20,602	—	—	—	20,611	—	20,611
Shares placed in treasury	—	—	39,907	—	—	(51,980)	(12,073)	—	(12,073)
Stock-based compensation charges	286,187	3	9,876	—	—	—	9,879	—	9,879
Distributions to noncontrolling interests	—	—	—	—	—	—	—	(415)	(415)
Balance September 30, 2017 (unaudited)	<u>125,310,668</u>	<u>\$ 1,253</u>	<u>\$ 92,403</u>	<u>\$ 1,017,544</u>	<u>\$ 10,849</u>	<u>\$ (814,149)</u>	<u>\$ 307,900</u>	<u>\$ 341</u>	<u>\$ 308,241</u>

See accompanying notes to condensed consolidated financial statements.

BWX TECHNOLOGIES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

	Nine Months Ended September 30,	
	2018	2017
	(Unaudited) (In thousands)	
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income	\$ 205,224	\$ 163,898
Non-cash items included in net income from continuing operations:		
Depreciation and amortization	43,692	42,135
Income of investees, net of dividends	(8,471)	731
Gains on asset disposals and impairments, net	(2)	(33)
Gain on forward contracts	(4,743)	—
Recognition of debt issuance costs from Former Credit Facility	2,441	—
Provision for deferred taxes	38,685	17,501
Recognition of (gains) losses for pension and postretirement plans	(33,699)	1,320
Stock-based compensation expense	8,519	9,879
Changes in assets and liabilities:		
Accounts receivable	3,384	(17,748)
Accounts payable	2,061	(10,978)
Contracts in progress and advance billings on contracts	(35,049)	(2,963)
Income taxes	(46,511)	21,587
Accrued and other current liabilities	3,344	(33,736)
Pension liability, accrued postretirement benefit obligation and employee benefits	(184,898)	(47,109)
Other, net	(2,418)	345
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	(8,441)	144,829
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property, plant and equipment	(60,488)	(49,361)
Acquisition of business	(212,993)	—
Purchases of securities	(3,111)	(3,237)
Sales and maturities of securities	3,378	12,406
Investments, net of return of capital, in equity method investees	(9,037)	2,142
Proceeds from asset disposals	499	142
Other, net	4,743	(24)
NET CASH USED IN INVESTING ACTIVITIES	(277,009)	(37,932)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Borrowings of long-term debt	901,300	73,600
Repayments of long-term debt	(624,987)	(94,320)
Payment of debt issuance costs	(9,443)	—
Repurchase of common shares	(62,558)	—
Dividends paid to common shareholders	(48,014)	(31,072)
Exercise of stock options	3,511	16,019
Cash paid for shares withheld to satisfy employee taxes	(5,402)	(7,389)
Other	(515)	(415)
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	153,892	(43,577)
EFFECTS OF EXCHANGE RATE CHANGES ON CASH	(8,464)	15,290
TOTAL (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS AND RESTRICTED CASH AND CASH EQUIVALENTS	(140,022)	78,610
CASH AND CASH EQUIVALENTS AND RESTRICTED CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	213,144	134,600
CASH AND CASH EQUIVALENTS AND RESTRICTED CASH AND CASH EQUIVALENTS AT END OF PERIOD	\$ 73,122	\$ 213,210
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Cash paid during the period for:		
Interest	\$ 13,325	\$ 10,762
Income taxes (net of refunds)	\$ 51,779	\$ 36,425
SCHEDULE OF NON-CASH INVESTING ACTIVITY:		
Accrued capital expenditures included in accounts payable	\$ 13,457	\$ 7,680

See accompanying notes to condensed consolidated financial statements.

BWX TECHNOLOGIES, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2018
(UNAUDITED)

NOTE 1 – BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES

We have presented the condensed consolidated financial statements of BWX Technologies, Inc. ("BWXT" or the "Company") in U.S. dollars in accordance with the interim reporting requirements of Form 10-Q, Rule 10-01 of Regulation S-X and accounting principles generally accepted in the United States ("GAAP"). Certain financial information and disclosures normally included in our financial statements prepared annually in accordance with GAAP have been condensed or omitted. Readers of these financial statements should, therefore, refer to the consolidated financial statements and notes in our annual report on Form 10-K for the year ended December 31, 2017 (our "2017 10-K"). We have included all adjustments, in the opinion of management, consisting only of normal recurring adjustments, necessary for a fair presentation.

We use the equity method to account for investments in entities that we do not control, but over which we have the ability to exercise significant influence. We generally refer to these entities as "joint ventures." We have eliminated all intercompany transactions and accounts. We have reclassified certain amounts previously reported to conform to the presentation at September 30, 2018 and for the three and nine months ended September 30, 2018. We present the notes to our condensed consolidated financial statements on the basis of continuing operations, unless otherwise stated.

Unless the context otherwise indicates, "we," "us" and "our" mean BWXT and its consolidated subsidiaries.

Reportable Segments

We operate in three reportable segments: Nuclear Operations Group, Nuclear Services Group and Nuclear Power Group. Our reportable segments are further described as follows:

- Our Nuclear Operations Group segment manufactures naval nuclear reactors for the Naval Nuclear Propulsion Program for use in U.S. Navy submarines and aircraft carriers. Through this segment, we own and operate manufacturing facilities located in Lynchburg, Virginia; Barberton, Ohio; Mount Vernon, Indiana; Euclid, Ohio; and Erwin, Tennessee. The Lynchburg operations fabricate fuel-bearing precision components that range in weight from a few grams to hundreds of tons. In-house capabilities also include wet chemistry uranium processing, advanced heat treatment to optimize component material properties and a controlled, clean-room environment with the capacity to assemble railcar-size components. The Barberton and Mount Vernon locations specialize in the design and manufacture of heavy components inclusive of development and fabrication activities for submarine missile launch tubes at the Mount Vernon facility. The Euclid facility fabricates electro-mechanical equipment and performs design, manufacturing, inspection, assembly and testing activities. Fuel for the naval nuclear reactors is provided by Nuclear Fuel Services, Inc. ("NFS"), one of our wholly owned subsidiaries. Located in Erwin, NFS also downblends Cold War-era government stockpiles of high-enriched uranium into material suitable for further processing into commercial nuclear reactor fuel.
- Our Nuclear Services Group segment provides various services to the U.S. Government and the commercial nuclear industry. Services provided to the U.S. Government include nuclear materials management and operation, environmental management and administrative and operating services for various U.S. Government-owned facilities. These services are provided to the U.S. Department of Energy ("DOE"), including the National Nuclear Security Administration ("NNSA"), the Office of Nuclear Energy, the Office of Science and the Office of Environmental Management, and NASA. Through this segment we deliver services and management solutions to nuclear and high-consequence operations. A significant portion of this segment's operations are conducted through joint ventures.

Our Nuclear Services Group segment also provides inspection and maintenance services primarily for the U.S. commercial nuclear industry including steam generator and heat exchanger inspection services, high pressure water lancing, non-destructive examination and customized tooling solutions. This segment also offers complete advanced fuel and reactor engineering, licensing and manufacturing services for new advanced nuclear reactors.

- Our Nuclear Power Group segment fabricates steam generators, nuclear fuel, fuel handling systems, pressure vessels, reactor components, heat exchangers, tooling delivery systems and other auxiliary equipment, including containers for the storage of spent nuclear fuel and other high-level waste, for nuclear utility customers. BWXT has supplied the nuclear industry with more than 1,300 large, heavy components worldwide and is the only heavy nuclear component, N-Stamp certified manufacturer in North America. This segment also provides specialized engineering services that include structural component design, 3-D thermal-hydraulic engineering analysis, weld and robotic process

development, electrical and controls engineering and metallurgy and materials engineering. In addition, this segment offers in-plant inspection, maintenance and modification services for nuclear steam generators, heat exchangers, reactors, fuel handling systems and balance of plant equipment, as well as specialized non-destructive examination and tooling/repair solutions.

On July 30, 2018, our subsidiary BWXT ITG Canada, Inc. acquired Sotera Health's Nordion medical isotope business (the "MI business") for \$213.0 million, subject to customary working capital, cash and debt adjustments. The MI business is a leading global manufacturer and supplier of critical medical isotopes and radiopharmaceuticals for research, diagnostic and therapeutic uses. Its customers include radiopharmaceutical companies, hospitals and radiopharmacies. Its primary operations are located in Kanata, Ontario and Vancouver, British Columbia. This acquisition adds approximately 150 highly trained and experienced personnel, two specialized production centers and a uniquely licensed infrastructure. In addition to the growing portfolio of radioisotope products we acquired, the MI business will be the platform from which we plan to launch our Molybdenum-99 product line and a number of future radioisotope-based imaging and therapeutic products. This business is reported as part of our Nuclear Power Group segment. See Note 2 for additional information on the acquisition of the MI business.

See Note 9 for financial information about our segments. Operating results for the three and nine months ended September 30, 2018 are not necessarily indicative of the results that may be expected for the year ending December 31, 2018. For further information, refer to the consolidated financial statements and the related footnotes included in our 2017 10-K.

Deconsolidation of Generation mPower LLC

On March 2, 2016, we entered into a framework agreement with Bechtel Power Corporation ("Bechtel"), BWXT Modular Reactors, LLC and BDC NexGen Power, LLC for the potential restructuring and restart of our mPower small modular reactor program (the "Framework Agreement"). As a result of entering into the Framework Agreement, we deconsolidated Generation mPower LLC ("GmP") from our financial statements as of the date of the Framework Agreement and recognized a \$30.0 million loss contingency, which was ultimately paid to Bechtel in the first quarter of 2017 following the receipt of Bechtel's notice that the mPower program would not be restarted.

Contracts and Revenue Recognition

We generally recognize contract revenues and related costs over time for individual performance obligations based on a cost-to-cost method in accordance with Financial Accounting Standards Board ("FASB") Topic *Revenue from Contracts with Customers*. We recognize estimated contract revenue and resulting income based on the measurement of the extent of progress toward completion as a percentage of the total project (percentage-of-completion basis). Certain costs may be excluded from the cost-to-cost method of measuring progress, such as significant costs for uninstalled materials, if such costs do not depict our performance in transferring control of goods or services to the customer. We review contract price and cost estimates periodically as the work progresses and reflect adjustments proportionate to the percentage-of-completion in income in the period when those estimates are revised. Certain of our contracts recognize revenue at a point in time, and revenue on these contracts is recognized when control transfers to the customer. The majority of our revenue that is recognized at a point in time is related to parts and certain medical isotopes and radiopharmaceuticals in our Nuclear Power Group segment. For all contracts, if a current estimate of total contract cost indicates a loss on a contract, the projected loss is recognized in full when determined.

Accumulated Other Comprehensive Income

The components of Accumulated other comprehensive income included in Stockholders' Equity are as follows:

	September 30, 2018	December 31, 2017
	(In thousands)	
Currency translation adjustments	\$ 8,423	\$ 13,148
Net unrealized gain on derivative financial instruments	319	353
Unrecognized prior service cost on benefit obligations	(5,092)	(6,237)
Net unrealized gain (loss) on available-for-sale investments	(108)	2,190
Accumulated other comprehensive income	<u>\$ 3,542</u>	<u>\$ 9,454</u>

Upon adopting the FASB update to the Topic *Financial Instruments*, we reclassified \$2.2 million of net unrealized gains on available-for-sale investments from Accumulated other comprehensive income to Retained earnings on January 1, 2018.

The amounts reclassified out of Accumulated other comprehensive income by component and the affected condensed consolidated statements of income line items are as follows:

Accumulated Other Comprehensive Income (Loss) Component Recognized	Three Months Ended September 30,		Nine Months Ended September 30,		Line Item Presented
	2018	2017	2018	2017	
	(In thousands)				
Realized gain (loss) on derivative financial instruments	\$ (86)	\$ 195	\$ (90)	\$ 182	Revenues
	119	(470)	147	(179)	Cost of operations
	33	(275)	57	3	Total before tax
	(7)	71	(16)	—	Provision for Income Taxes
	\$ 26	\$ (204)	\$ 41	\$ 3	Net Income
Amortization of prior service cost on benefit obligations	\$ (438)	\$ (428)	\$ (1,431)	\$ (1,320)	Other – net
	78	146	286	459	Provision for Income Taxes
	\$ (360)	\$ (282)	\$ (1,145)	\$ (861)	Net Income
Realized gain (loss) on investments	\$ (354)	\$ 14	\$ (354)	\$ 162	Other – net
	(25)	(5)	(25)	(19)	Provision for Income Taxes
	\$ (379)	\$ 9	\$ (379)	\$ 143	Net Income
Total reclassification for the period	\$ (713)	\$ (477)	\$ (1,483)	\$ (715)	

Inventories

At September 30, 2018 and December 31, 2017, Other current assets included inventories totaling \$15.5 million and \$8.6 million, respectively, consisting entirely of raw materials and supplies.

Restricted Cash and Cash Equivalents

At September 30, 2018, we had restricted cash and cash equivalents totaling \$7.0 million, \$2.6 million of which was held for future decommissioning of facilities (which is included in Other Assets on our condensed consolidated balance sheets) and \$4.4 million of which was held to meet reinsurance reserve requirements of our captive insurer.

The following table provides a reconciliation of cash and cash equivalents and restricted cash and cash equivalents within our condensed consolidated balance sheets to the totals presented in our condensed consolidated statement of cash flows:

	September 30, 2018	December 31, 2017
	(In thousands)	
Cash and cash equivalents	\$ 66,125	\$ 203,404
Restricted cash and cash equivalents	4,359	7,105
Restricted cash and cash equivalents included in Other Assets	2,638	2,635
Total cash and cash equivalents and restricted cash and cash equivalents as presented in our condensed consolidated statement of cash flows	<u>\$ 73,122</u>	<u>\$ 213,144</u>

Warranty Expense

We accrue estimated warranty expense, included in Cost of operations on our condensed consolidated statements of income, to satisfy contractual warranty requirements when we recognize the associated revenue on the related contracts. In addition, we record specific provisions or reductions where we expect the actual warranty costs to significantly differ from the accrued estimates. Such changes could have a material effect on our consolidated financial condition, results of operations and cash flows.

The following summarizes the changes in the carrying amount of our Accrued warranty expense:

	Nine Months Ended September 30,	
	2018	2017
(In thousands)		
Balance at beginning of period	\$ 13,428	\$ 11,477
Additions	1,136	1,011
Expirations and other changes	(1,400)	(188)
Payments	(482)	(21)
Translation	(256)	434
Balance at end of period	<u>\$ 12,426</u>	<u>\$ 12,713</u>

Provision for Income Taxes

We are subject to federal income tax in the U.S. and Canada as well as income tax within multiple U.S. state jurisdictions. We provide for income taxes based on the enacted tax laws and rates in the jurisdictions in which we conduct our operations. These jurisdictions may have regimes of taxation that vary with respect to nominal rates and with respect to the basis on which these rates are applied. This variation, along with changes in our mix of income within these jurisdictions, can contribute to shifts in our effective tax rate from period to period.

On December 22, 2017, the Tax Cuts and Jobs Act (the "Act") was enacted, making significant changes to existing U.S. tax laws that impact us, including, but not limited to, a reduction to the U.S. corporate income tax rate from 35% to 21% for tax years beginning after December 31, 2017, the taxation of global intangible low-taxed income ("GILTI") and additional deduction limitations related to executive compensation. We recognized the income tax effects of the Act within our condensed consolidated financial statements in accordance with FASB Topic *Income Taxes*. Our Canadian operations continue to be subject to tax at a local statutory rate of approximately 25%.

Our effective tax rate for the three months ended September 30, 2018 was 7.7% as compared to 33.9% for the three months ended September 30, 2017. Our effective tax rate for the nine months ended September 30, 2018 was 17.5% as compared to 31.6% for the nine months ended September 30, 2017. The effective tax rates for the three and nine months ended September 30, 2018 were lower than the 2018 U.S. corporate income tax rate of 21% primarily due to remeasurement adjustments to our deferred tax assets as a result of accelerating additional contributions made in August 2018 to certain of our domestic pension plans for inclusion in our 2017 U.S. tax return. Our effective tax rate for the nine months ended September 30, 2017 was lower than the 2017 U.S. corporate income tax rate of 35% primarily due to benefits recognized for excess tax benefits related to employee share-based payments of \$5.4 million.

As of September 30, 2018, we had gross unrecognized tax benefits of \$0.3 million (exclusive of interest and federal and state benefits), all of which would reduce our effective tax rate if recognized.

Recently Adopted Accounting Standards

There were no accounting standards adopted during the period covered by this Form 10-Q. For more information regarding recently adopted accounting standards, refer to Note 1 to the consolidated financial statements in Part II of our 2017 10-K, as updated by our Form 10-Q for the quarter ended March 31, 2018.

New Accounting Standards

In February 2016, the FASB issued an update to the Topic *Leases*, which supersedes the lease reporting requirements in Topic *Leases* (previously "FAS 13"). This update requires that a lessee recognize on its balance sheet the assets and liabilities for all leases with lease terms of more than 12 months, along with additional qualitative and quantitative disclosures. The effect of leases in a consolidated statement of income and a consolidated statement of cash flows is expected to be largely unchanged. Accounting by lessors was not significantly impacted by this update. This update will be effective for us in 2019, with early adoption permitted. We expect to adopt the provisions in this update effective January 1, 2019 using the modified retrospective approach. We do not anticipate a material impact on our financial statements upon adoption.

NOTE 2 – ACQUISITIONS***Acquisition of Sotera Health LLC's Nordion Medical Isotope Business***

On July 30, 2018, our subsidiary BWXT ITG Canada, Inc. acquired Sotera Health's Nordion medical isotope business (the "MI business") for \$213.0 million, subject to customary working capital, cash and debt adjustments. The MI business is a leading global manufacturer and supplier of critical medical isotopes and radiopharmaceuticals for research, diagnostic and therapeutic uses. Its customers include radiopharmaceutical companies, hospitals and radiopharmacies. Its primary operations are located in Kanata, Ontario and Vancouver, British Columbia. This acquisition adds approximately 150 highly trained and experienced personnel, two specialized production centers and a uniquely licensed infrastructure. In addition to the growing portfolio of radioisotope products we acquired, the MI business will be the platform from which we plan to launch our Molybdenum-99 product line and a number of future radioisotope-based imaging and therapeutic products. This business is reported as part of our Nuclear Power Group segment.

The purchase price of the acquisition has been allocated among assets acquired and liabilities assumed at fair value, with the excess purchase price recorded as goodwill. Our preliminary purchase price allocation, as follows, is subject to change upon receipt of additional information and completion of further analysis, including, but not limited to, finalization of valuations related to long-lived and intangible assets (amounts in thousands):

Accounts receivable – trade	\$	7,732
Contracts in progress		51
Inventories		2,113
Other current assets		97
Property, plant and equipment		12,948
Goodwill		62,495
Deferred Income Taxes		3,006
Intangible assets		139,257
Total assets acquired	\$	227,699
Accounts payable	\$	654
Accrued employee benefits		579
Accrued liabilities – other		1,665
Environmental liabilities		2,062
Pension liability		9,746
Total liabilities assumed	\$	14,706
Net assets acquired	\$	212,993
Amount of tax deductible goodwill	\$	53,693

The intangible assets included above consist of the following (dollar amounts in thousands):

	Amount	Amortization Period
Technical support agreement and relationship	\$ 67,500	23 years
Unpatented technology	\$ 33,000	19 years
Favorable operating leases	\$ 28,157	13-30 years
Customer relationship	\$ 10,600	19 years

Our consolidated financial statements for the three and nine months ended September 30, 2018 include \$8.0 million of revenues and \$0.5 million of net income related to the MI business operations occurring from the acquisition date to September 30, 2018. Additionally, the following unaudited pro forma financial information presents our results of operations for the three and nine months ended September 30, 2018 and 2017 as if the acquisition of the MI business had occurred on January 1, 2017. The unaudited pro forma financial information below is not intended to represent or be indicative of our actual consolidated results had we completed the acquisition at January 1, 2017. This information is presented for comparative purposes only and should not be taken as representative of our future consolidated results of operations.

	Three Months Ended		Nine Months Ended	
	September 30, 2018	September 30, 2017	September 30, 2018	September 30, 2017
	(In thousands, except per share amounts)			
Revenues	\$ 429,558	\$ 429,791	\$ 1,347,031	\$ 1,285,536
Net Income Attributable to BWX Technologies, Inc.	\$ 79,141	\$ 45,788	\$ 206,435	\$ 159,499
Basic Earnings per Common Share	\$ 0.80	\$ 0.46	\$ 2.07	\$ 1.61
Diluted Earnings per Common Share	\$ 0.79	\$ 0.46	\$ 2.05	\$ 1.59

The unaudited pro forma results include the following pre-tax adjustments to the historical results presented above:

- Increase in amortization expense related to timing of amortization of the fair value of identifiable intangible assets acquired of approximately \$0.5 million and \$3.7 million for the three and nine months ended September 30, 2018, respectively, and \$1.6 million and \$4.8 million for the three and nine months ended September 30, 2017, respectively.
- Additional interest expense associated with the incremental borrowings that would have been incurred to acquire the MI business as of January 1, 2017 of approximately \$2.4 million for the nine months ended September 30, 2018, and \$1.4 million and \$3.8 million for the three and nine months ended September 30, 2017, respectively.
- Elimination of \$0.9 million and \$2.5 million in acquisition related costs recognized in the three and nine months ended September 30, 2018, respectively, that are not expected to be recurring.

NOTE 3 – REVENUE RECOGNITION

The initial impact of the adoption of the FASB Topic *Revenue from Contracts with Customers*, which was recognized in a cumulative catch-up adjustment on January 1, 2018, is illustrated below:

	January 1, 2018	December 31, 2017
	(In thousands)	
Assets:		
Contracts in progress	\$ 260,932	\$ 420,628
Deferred Income Taxes	\$ 85,193	\$ 86,740
Liabilities:		
Accrued liabilities – other	\$ 66,371	\$ 64,738
Advance billings on contracts	\$ 73,390	\$ 246,192
Stockholders' Equity:		
Retained earnings	\$ 1,000,578	\$ 990,652

Within our Nuclear Operations Group segment, we continue to recognize revenue over time and now measure progress on performance obligations using a cost-to-cost method. Historically, we utilized man-hours or a cost-to-cost method to measure progress on certain performance obligations within this segment. The performance obligations identified for recognizing revenue are similar to our historical units of account. As a result of the change to a cost-to-cost method, the timing of revenue recognition on affected contracts, in the aggregate, results in the recognition of revenue and cost of operations earlier in the process of satisfying performance obligations. This change impacted the life-to-date revenue and cost of operations recognized on performance obligations, and the adjustment to capture the impact of the new revenue recognition standard was recorded as a cumulative catch-up adjustment in Retained earnings. The new standard also resulted in a reduction in both our Contracts in progress and Advance billings on contracts account balances as a result of measuring the asset and liability at the contract level. Historically, contract assets and liabilities were measured at the unit of account, which we concluded was at a lower level than that of the contract.

The impact of the adoption of the new revenue standard on our Nuclear Power Group and Nuclear Services Group segments was not material.

Contracts and Revenue Recognition

Nuclear Operations Group

Our Nuclear Operations Group segment recognizes revenue over time for the manufacturing of naval nuclear reactor components and fuel, submarine missile launch tubes and the downblending of high-enriched uranium. Certain of our contracts contain two or more different types of components, each of which we identify as a separate performance obligation. We recognize revenue using a cost-to-cost method to measure progress as control is continually transferred to the customer as we incur costs on the performance obligations. We allocate revenue to the individual performance obligations within contracts with multiple performance obligations based on the stand-alone selling price of the individual performance obligations.

Our fixed-price incentive fee contracts include incentives that we concluded to be variable consideration. The amount of the variable consideration to which we are entitled is dependent on our actual costs incurred on the performance obligation compared to the target costs for that performance obligation and subject to incentive price revisions included within the contracts. We include these incentive fees in revenue when there is sufficient evidence to determine that the variable consideration is not constrained. The remaining contracts typically have immaterial amounts of variable consideration and have a single performance obligation. Our estimates of variable consideration and total estimated costs at completion are determined through a detailed process based on historical performance and our expertise using the most likely method. Variations from estimated contract performance could result in a material effect on our financial condition and results of operations in future periods.

Our Nuclear Operations Group segment's contracts allow for billings as costs are incurred, subject to certain retainages on our fixed-price incentive fee contracts, that require milestones to be reached for the remaining consideration to be paid.

Nuclear Services Group

Our contracts within our Nuclear Services Group segment are primarily cost-plus service contracts on which we recognize revenue over time based on a cost-to-cost method, which is consistent with the structure of the billings associated with these contracts. Ownership continuously transfers to the customer as we perform the services. The contracts within this segment do not contain significant variable consideration and contain a single performance obligation. Certain of these contracts contain assurance warranties and/or provisions for liquidated damages, which are expected to have an immaterial impact on the contracts based on our historical experience.

Nuclear Power Group

Our Nuclear Power Group segment recognizes revenue over time using a cost-to-cost method for the manufacturing of large components, non-standard parts, fuel bundles and service contracts as control continually transfers to the customers. For standard parts, revenue is recognized at the point in time control transfers to the customer, which is consistent with the transfer of ownership. For medical isotopes, we recognize revenue either at the point in time control transfers to the customer or over time using a unit of output method. This segment generates revenue primarily from firm-fixed-price contracts that do not contain variable consideration as well as time-and-materials based contracts. Certain of these contracts contain assurance warranties and/or provisions for liquidated damages, which are expected to have an immaterial impact to the contracts based on our historical experience. We are entitled to payment on the majority of our Nuclear Power Group segment contracts when we achieve certain milestones related to our progress.

Disaggregated Revenues

Revenues by geographical area and customer type are as follows:

	Three Months Ended September 30, 2018				Nine Months Ended September 30, 2018			
	Nuclear Operations Group	Nuclear Services Group	Nuclear Power Group	Total	Nuclear Operations Group	Nuclear Services Group	Nuclear Power Group	Total
(In thousands)								
United States:								
Government	\$ 315,744	\$ 27,120	\$ —	\$ 342,864	\$ 960,271	\$ 81,175	\$ —	\$ 1,041,446
Non-Government	2,066	536	3,890	6,492	5,915	7,623	4,477	18,015
	<u>\$ 317,810</u>	<u>\$ 27,656</u>	<u>\$ 3,890</u>	<u>\$ 349,356</u>	<u>\$ 966,186</u>	<u>\$ 88,798</u>	<u>\$ 4,477</u>	<u>\$ 1,059,461</u>
Canada:								
Government	\$ 358	\$ —	\$ —	\$ 358	\$ 358	\$ —	\$ —	\$ 358
Non-Government	161	611	65,234	66,006	161	2,096	212,302	214,559
	<u>\$ 519</u>	<u>\$ 611</u>	<u>\$ 65,234</u>	<u>\$ 66,364</u>	<u>\$ 519</u>	<u>\$ 2,096</u>	<u>\$ 212,302</u>	<u>\$ 214,917</u>
Other:								
Government	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Non-Government	996	99	10,038	11,133	1,391	101	50,896	52,388
	<u>\$ 996</u>	<u>\$ 99</u>	<u>\$ 10,038</u>	<u>\$ 11,133</u>	<u>\$ 1,391</u>	<u>\$ 101</u>	<u>\$ 50,896</u>	<u>\$ 52,388</u>
Segment Revenues	<u>\$ 319,325</u>	<u>\$ 28,366</u>	<u>\$ 79,162</u>	<u>426,853</u>	<u>\$ 968,096</u>	<u>\$ 90,995</u>	<u>\$ 267,675</u>	<u>1,326,766</u>
Adjustments and Eliminations				(1,346)				(4,875)
Revenues				<u>\$ 425,507</u>				<u>\$ 1,321,891</u>

Revenues by timing of transfer of goods or services are as follows:

	Three Months Ended September 30, 2018				Nine Months Ended September 30, 2018			
	Nuclear Operations Group	Nuclear Services Group	Nuclear Power Group	Total	Nuclear Operations Group	Nuclear Services Group	Nuclear Power Group	Total
(In thousands)								
Over-time	\$ 319,325	\$ 28,366	\$ 66,219	\$ 413,910	\$ 968,096	\$ 90,995	\$ 240,652	\$ 1,299,743
Point-in-time	—	—	12,943	12,943	—	—	27,023	27,023
Segment Revenues	<u>\$ 319,325</u>	<u>\$ 28,366</u>	<u>\$ 79,162</u>	<u>426,853</u>	<u>\$ 968,096</u>	<u>\$ 90,995</u>	<u>\$ 267,675</u>	<u>1,326,766</u>
Adjustments and Eliminations				(1,346)				(4,875)
Revenues				<u>\$ 425,507</u>				<u>\$ 1,321,891</u>

Revenues by contract type are as follows:

	Three Months Ended September 30, 2018				Nine Months Ended September 30, 2018			
	Nuclear Operations Group	Nuclear Services Group	Nuclear Power Group	Total	Nuclear Operations Group	Nuclear Services Group	Nuclear Power Group	Total
(In thousands)								
Fixed-Price Incentive Fee	\$ 255,944	\$ —	\$ 3,748	\$ 259,692	\$ 763,334	\$ —	\$ 13,365	\$ 776,699
Firm-Fixed-Price	38,262	4,393	58,451	101,106	137,792	15,435	177,035	330,262
Cost-Plus Fee	25,117	23,496	—	48,613	66,800	73,535	45	140,380
Time-and-Materials	2	477	16,963	17,442	170	2,025	77,230	79,425
Segment Revenues	<u>\$ 319,325</u>	<u>\$ 28,366</u>	<u>\$ 79,162</u>	<u>426,853</u>	<u>\$ 968,096</u>	<u>\$ 90,995</u>	<u>\$ 267,675</u>	<u>1,326,766</u>
Adjustments and Eliminations				(1,346)				(4,875)
Revenues				<u>\$ 425,507</u>				<u>\$ 1,321,891</u>

Performance Obligations

As we progress on our contracts and the underlying performance obligations for which we recognize revenue over time, we refine our estimates of variable consideration and total estimated costs at completion, which impact the overall profitability on our contracts and performance obligations. Changes in these estimates result in the recognition of cumulative catch-up adjustments that impact our revenue and/or costs of contracts. During the nine months ended September 30, 2018, we recognized net favorable changes in estimates that resulted in increases in revenue of \$23.4 million and an increase in cost of operations of \$12.3 million. Included in these amounts are contract adjustments resulting from rework issues related to the manufacture of non-nuclear components being produced within our Nuclear Operations Group segment. We have recognized decreases in operating income of \$26.7 million and \$29.2 million for the three and nine months ended September 30, 2018, respectively, related to this matter. These contract adjustments resulted in a decrease in earnings per share of \$0.21 and \$0.23 for the three and nine months ended September 30, 2018, respectively.

Contract Assets and Liabilities

We include revenues and related costs incurred, plus accumulated contract costs that exceed amounts invoiced to customers under the terms of the contracts, in Contracts in progress. We include in Advance billings on contracts billings that exceed accumulated contract costs and revenues and costs recognized over time. Most long-term contracts contain provisions for progress payments. Our unbilled receivables do not contain an allowance for credit losses as we expect to invoice customers and collect all amounts for unbilled revenues. Changes in Contracts in progress and Advance billings on contracts are primarily driven by differences in the timing of revenue recognition and billings to our customers. During the nine months ended September 30, 2018, our unbilled receivables increased \$66.0 million, primarily as a result of revenue in excess of billings on certain firm-fixed-price contracts within our Nuclear Operations Group segment and the timing of milestone billings on large components and contracts started in 2018 within our Nuclear Power Group segment. Our fixed-price incentive fee contracts for our Nuclear Operations Group segment include provisions that result in an increase in retainages on contracts during the first and third quarters of the year, with larger payments made during the second and fourth quarters. Retainages also vary as a result of timing differences between incurring costs and achieving milestones that allow us to recover these amounts. This resulted in an increase in retainages on contracts from January 1 to September 30, 2018 as shown below:

	September 30, 2018	January 1, 2018
(In thousands)		
Included in Contracts in progress:		
Unbilled receivables	\$ 316,341	\$ 250,325
Included in Accounts receivable – trade, net:		
Retainages	\$ 102,555	\$ 82,801
Included in Other Assets:		
Retainages	\$ 1,626	\$ 1,669
Advance billings on contracts	\$ 104,646	\$ 73,390

During the nine months ended September 30, 2018, we recognized \$49.0 million of revenue that was in Advance billings on contracts at January 1, 2018.

Remaining Performance Obligations

Remaining performance obligations represent the dollar amount of revenue we expect to recognize in the future from performance obligations on contracts previously awarded and in progress. Of the September 30, 2018 remaining performance obligations on our contracts with customers, we expect to recognize revenues as follows:

	2018	2019	Thereafter	Total
(In approximate millions)				
Nuclear Operations Group	\$ 304	\$ 889	\$ 1,747	\$ 2,940
Nuclear Services Group	18	3	5	26
Nuclear Power Group	84	176	608	868
Total Remaining Performance Obligations	\$ 406	\$ 1,068	\$ 2,360	\$ 3,834

Historical Method

Prior to the adoption of FASB Topic *Revenue from Contracts with Customers*, we accounted for revenue under previous GAAP. In accordance with our adoption of the new revenue recognition standard utilizing the modified retrospective approach, we are required to disclose the impact on our financial statements on a line item basis.

A comparison of certain line items in our condensed consolidated balance sheet is shown below:

	September 30, 2018	
	Current Method	Historical Method
(In thousands)		
Assets:		
Contracts in progress	\$ 326,355	\$ 352,389
Deferred Income Taxes	\$ 45,105	\$ 46,785
Liabilities:		
Accrued liabilities – other	\$ 53,508	\$ 50,435
Advance billings on contracts	\$ 104,646	\$ 150,081
Stockholders' Equity:		
Retained earnings	\$ 1,159,552	\$ 1,144,904

Differences in the amounts above are primarily the result of the initial adoption of the new revenue recognition standard. Additional differences were caused by revenue under the current method being \$8.5 million higher than the historical method as discussed below.

A comparison of certain line items in our condensed consolidated statements of income is shown below:

	Three Months Ended September 30, 2018		Nine Months Ended September 30, 2018	
	Current Method	Historical Method	Current Method	Historical Method
(In thousands)				
Revenues	\$ 425,507	\$ 407,759	\$ 1,321,891	\$ 1,313,392
Cost of operations	\$ 326,314	\$ 315,196	\$ 971,887	\$ 969,683
Operating Income	\$ 50,395	\$ 43,765	\$ 201,832	\$ 195,537
Provision for Income Taxes	\$ 6,482	\$ 4,962	\$ 43,578	\$ 42,005
Net Income	\$ 78,077	\$ 72,967	\$ 205,224	\$ 200,502

We recognized \$17.7 million and \$8.5 million more revenue under the current method compared to the historical method for the three and nine months ended September 30, 2018, respectively. This was primarily driven by more progress being achieved on contracts as a result of using a cost-to-cost method for measuring progress under the current method as compared to man-hours or units of output under our historical method.

NOTE 4 – PENSION PLANS AND POSTRETIREMENT BENEFITS

We record the service cost component of net periodic benefit cost within Operating income on our condensed consolidated statements of income. For the three months ended September 30, 2018 and 2017, these amounts were \$2.5 million and \$1.8 million, respectively. For the nine months ended September 30, 2018 and 2017, these amounts were \$7.7 million and \$6.4 million, respectively. All other components of net periodic benefit cost are included in Other – net within the condensed consolidated statements of income. For the three months ended September 30, 2018 and 2017, these amounts were \$(42.4) million and \$(6.9) million, respectively. For the nine months ended September 30, 2018 and 2017, these amounts were \$(60.1) million and \$(20.8) million, respectively. Components of net periodic benefit cost included in net income are as follows:

	Pension Benefits				Other Benefits			
	Three Months Ended September 30,		Nine Months Ended September 30,		Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017	2018	2017	2018	2017
	(In thousands)							
Service cost	\$ 2,380	\$ 1,721	\$ 7,198	\$ 6,017	\$ 132	\$ 116	\$ 459	\$ 423
Interest cost	11,575	13,727	36,225	40,735	504	557	1,404	1,635
Expected return on plan assets	(19,272)	(21,019)	(62,450)	(62,659)	(548)	(596)	(1,581)	(1,787)
Amortization of prior service cost (credit)	565	506	1,665	1,556	(127)	(79)	(234)	(236)
Recognized net actuarial gain	(35,130)	—	(35,130)	—	—	—	—	—
Net periodic benefit (income) cost	<u>\$ (39,882)</u>	<u>\$ (5,065)</u>	<u>\$ (52,492)</u>	<u>\$ (14,351)</u>	<u>\$ (39)</u>	<u>\$ (2)</u>	<u>\$ 48</u>	<u>\$ 35</u>

We immediately recognize net actuarial gains and losses for our pension and postretirement benefit plans into earnings as a component of net periodic benefit cost. In July 2018, we completed the purchase of a group annuity contract to transfer certain domestic pension benefit obligations of \$244.1 million to an insurance company for approximately 1,300 retirees. As a result, we remeasured two of our domestic pension plans resulting in the recognition of a net actuarial gain of \$35.1 million in Other – net within the condensed consolidated statement of income, which includes a \$10.4 million settlement loss and a \$45.5 million actuarial gain.

We made contributions to our pension and postretirement plans totaling \$157.9 million during the nine months ended September 30, 2018. In August 2018, we accelerated \$118.1 million of pension contributions to certain domestic pension plans in order to capture a tax benefit in our 2017 U.S. tax return due to the change in corporate tax rates. For the remainder of 2018, we expect cash requirements totaling approximately \$3.6 million for contributions to our pension and other postretirement benefit plans.

NOTE 5 – COMMITMENTS AND CONTINGENCIES

Other than as noted below, there have been no material changes during the period covered by this Form 10-Q in the status of the legal proceedings disclosed in Note 10 to the consolidated financial statements in Part II of our 2017 10-K.

Investigations and Litigation
Apollo and Parks Township

In January 2010, Michelle McMunn, Cara D. Steele and Yvonne Sue Robinson filed suit against Babcock & Wilcox Power Generation Group, Inc. ("B&W PGG"), Babcock & Wilcox Technical Services Group, Inc., formerly known as B&W Nuclear Environmental Services, Inc. and now known as BWXT Technical Services Group, Inc. (the "BWXT Parties") and Atlantic Richfield Company ("ARCO") in the U.S. District Court for the Western District of Pennsylvania. Since January 2010, additional suits were filed by additional plaintiffs and there were 17 lawsuits pending in the U.S. District Court for the Western District of Pennsylvania (the "Trial Court") against the BWXT Parties and ARCO, including the most recent lawsuits filed in June and October 2015. In total, the suits involved approximately 107 primary claimants. The primary claimants alleged, among other things, personal injuries and property damage as a result of alleged releases of radioactive material relating to the operation, remediation and/or decommissioning of two former nuclear fuel processing facilities located in the Borough of Apollo and Parks Township, Pennsylvania (collectively, the "Apollo and Parks Litigation"). Those facilities previously were

owned by Nuclear Materials and Equipment Company, a former subsidiary of ARCO ("NUMEC"), which was acquired by B&W PGG. The plaintiffs in the Apollo and Parks Litigation sought compensatory and punitive damages.

Between May 2015 and March 2016, the presiding judge in the Apollo and Parks Litigation granted the BWXT Parties' motions to dismiss or motions for summary judgment in all 17 of the existing lawsuits. Accordingly, all claims in the Apollo and Parks Litigation have been dismissed by the Trial Court. All plaintiffs filed notices of appeal, and the appeals were consolidated in the U.S. Court of Appeals for the Third Circuit (the "Court of Appeals"). On August 23, 2017, the Court of Appeals affirmed the rulings of the Trial Court, dismissing all claims against the BWXT Parties and other defendants in the cases. Plaintiffs filed a notice of petition for rehearing, which was denied by the Court of Appeals on September 21, 2017. The plaintiffs filed a writ of certiorari for review by the U.S. Supreme Court on December 20, 2017. On February 20, 2018, the U.S. Supreme Court denied plaintiffs' petition for writ of certiorari making the Court of Appeals decision affirming the dismissal of all 17 lawsuits final.

At the time of ARCO's sale of NUMEC stock to B&W PGG, B&W PGG received an indemnity and hold harmless agreement from ARCO, which has been assigned to BWXT and its affiliates, with respect to claims and liabilities arising prior to or as a result of conduct or events predating the acquisition.

The ARCO indemnity remains applicable should any future claims similar in nature to the Apollo and Parks Litigation be made, although no assurance can be given that the indemnity will be available or sufficient in the event of liability, if any.

NOTE 6 – DERIVATIVE FINANCIAL INSTRUMENTS

Our operations give rise to exposure to market risks from changes in foreign currency exchange ("FX") rates. We use derivative financial instruments, primarily FX forward contracts, to reduce the impact of changes in FX rates on our operating results. We use these instruments primarily to hedge our exposure associated with revenues or costs on our long-term contracts that are denominated in currencies other than our operating entities' functional currencies. In addition, we have entered into FX forward contracts to hedge our exposure on pending acquisitions. We do not hold or issue derivative financial instruments for trading or other speculative purposes.

We enter into derivative financial instruments primarily as hedges of certain firm purchase and sale commitments denominated in foreign currencies. We record these contracts at fair value on our condensed consolidated balance sheets. Based on the hedge designation at the inception of the contract, the related gains and losses on these contracts are deferred in stockholders' equity as a component of Accumulated other comprehensive income until the hedged item is recognized in earnings. Any ineffective portion of a derivative's change in fair value and any portion excluded from the assessment of effectiveness are immediately recognized in Other – net in our condensed consolidated statements of income. The gain or loss on a derivative instrument not designated as a hedging instrument is also immediately recognized in earnings. Gains and losses on derivative financial instruments that require immediate recognition are included as a component of Other – net in our condensed consolidated statements of income.

We have designated the majority of our FX forward contracts that qualify for hedge accounting as cash flow hedges. The hedged risk is the risk of changes in functional-currency-equivalent cash flows attributable to changes in FX spot rates of forecasted transactions related to long-term contracts. We exclude from our assessment of effectiveness the portion of the fair value of the FX forward contracts attributable to the difference between FX spot rates and FX forward rates. At September 30, 2018, we had deferred approximately \$0.3 million of net gains on these derivative financial instruments in Accumulated other comprehensive income. Assuming market conditions continue, we expect to recognize the majority of this amount in the next 12 months.

At September 30, 2018, our derivative financial instruments consisted of FX forward contracts. The notional value of our FX forward contracts totaled \$49.0 million at September 30, 2018, with maturities extending to December 2021. These instruments consist primarily of contracts to purchase or sell Canadian dollars. We are exposed to credit-related losses in the event of non-performance by counterparties to derivative financial instruments. We attempt to mitigate this risk by using major financial institutions with high credit ratings. Our counterparties have the benefit of the same collateral arrangements and covenants as described under our credit facility.

The following tables summarize our derivative financial instruments at September 30, 2018 and December 31, 2017:

	Asset and Liability Derivatives	
	September 30, 2018	December 31, 2017
(In thousands)		
Derivatives Designated as Hedges:		
FX Forward Contracts:		
Location		
Accounts receivable – other	\$ 218	\$ 250
Other Assets	\$ 211	\$ 348
Accounts payable	\$ 120	\$ 177
Other Liabilities	\$ 152	\$ 93

The effects of derivatives on our financial statements are outlined below:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
(In thousands)				
Derivatives Designated as Hedges:				
Cash Flow Hedges:				
FX Forward Contracts:				
Amount of gain (loss) recognized in other comprehensive income	\$ (63)	\$ (349)	\$ 12	\$ 578
Gain (loss) reclassified from accumulated other comprehensive income (loss) into earnings: effective portion				
Location				
Revenues	\$ (86)	\$ 195	\$ (90)	\$ 182
Cost of operations	\$ 119	\$ (470)	\$ 147	\$ (179)

Derivatives Not Designated as Hedges:				
FX Forward Contracts:				
Gain (loss) recognized in income				
Location				
Other – net	\$ (1,254)	\$ —	\$ 4,743	\$ —

NOTE 7 – FAIR VALUE MEASUREMENTS

Investments

The following is a summary of our investments measured at fair value at September 30, 2018:

	Total	Level 1	Level 2	Level 3
(In thousands)				
Equity securities				
Equities	\$ 1,851	\$ —	\$ 1,851	\$ —
Mutual funds	5,170	—	5,170	—
Available-for-sale securities				
U.S. Government and agency securities	1,982	1,982	—	—
Corporate bonds	2,228	1,479	749	—
Asset-backed securities and collateralized mortgage obligations	105	—	105	—
Total	\$ 11,336	\$ 3,461	\$ 7,875	\$ —

The following is a summary of our investments measured at fair value at December 31, 2017:

	Total	Level 1	Level 2	Level 3
(In thousands)				
<u>Available-for-sale securities</u>				
U.S. Government and agency securities	\$ 1,299	\$ 1,299	\$ —	\$ —
Corporate bonds	3,169	1,534	1,635	—
Equities	2,759	—	2,759	—
Mutual funds	4,847	—	4,847	—
Asset-backed securities and collateralized mortgage obligations	161	—	161	—
Total	\$ 12,235	\$ 2,833	\$ 9,402	\$ —

We estimate the fair value of investments based on quoted market prices. For investments for which there are no quoted market prices, we derive fair values from available yield curves for investments of similar quality and terms.

Derivatives

Level 2 derivative assets and liabilities currently consist of FX forward contracts. Where applicable, the value of these derivative assets and liabilities is computed by discounting the projected future cash flow amounts to present value using market-based observable inputs, including FX forward and spot rates, interest rates and counterparty performance risk adjustments. At September 30, 2018 and December 31, 2017, we had forward contracts outstanding to purchase or sell Canadian dollars, with a total fair value of \$0.2 million and \$0.3 million, respectively.

Other Financial Instruments

We used the following methods and assumptions in estimating our fair value disclosures for our other financial instruments, as follows:

Cash and cash equivalents and restricted cash and cash equivalents. The carrying amounts that we have reported in the accompanying condensed consolidated balance sheets for Cash and cash equivalents and Restricted cash and cash equivalents approximate their fair values due to their highly liquid nature.

Long-term and short-term debt. We base the fair values of debt instruments on quoted market prices. Where quoted prices are not available, we base the fair values on the present value of future cash flows discounted at estimated borrowing rates for similar debt instruments or on estimated prices based on current yields for debt issues of similar quality and terms. The fair values of our debt instruments approximated their carrying values at September 30, 2018 and December 31, 2017.

NOTE 8 – STOCK-BASED COMPENSATION

Stock-based compensation recognized for all of our plans for the three months ended September 30, 2018 and 2017 totaled \$2.8 million and \$3.9 million, respectively, with associated tax benefit totaling \$0.5 million and \$1.4 million, respectively. Stock-based compensation recognized for all of our plans for the nine months ended September 30, 2018 and 2017 totaled \$9.1 million and \$12.6 million, respectively, with associated tax benefit totaling \$1.7 million and \$4.4 million, respectively.

NOTE 9 – SEGMENT REPORTING

As described in Note 1, our operations are assessed based on three reportable segments. An analysis of our operations by reportable segment is as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
(In thousands)				
REVENUES:				
Nuclear Operations Group	\$ 319,325	\$ 324,545	\$ 968,096	\$ 962,492
Nuclear Services Group	28,366	27,507	90,995	100,146
Nuclear Power Group	79,162	68,621	267,675	200,864
Adjustments and Eliminations ⁽¹⁾	(1,346)	(1,313)	(4,875)	(5,902)
	<u>\$ 425,507</u>	<u>\$ 419,360</u>	<u>\$ 1,321,891</u>	<u>\$ 1,257,600</u>
(1) Segment revenues are net of the following intersegment transfers and other adjustments:				
Nuclear Operations Group Transfers	\$ (978)	\$ (192)	\$ (2,958)	\$ (592)
Nuclear Services Group Transfers	(273)	(1,043)	(1,813)	(5,113)
Nuclear Power Group Transfers	(95)	(78)	(104)	(197)
	<u>\$ (1,346)</u>	<u>\$ (1,313)</u>	<u>\$ (4,875)</u>	<u>\$ (5,902)</u>
OPERATING INCOME:				
Nuclear Operations Group	\$ 45,580	\$ 66,459	\$ 180,283	\$ 203,503
Nuclear Services Group	6,494	776	11,182	16,577
Nuclear Power Group	9,063	8,426	38,637	27,094
Other	(5,142)	(2,255)	(13,542)	(4,937)
	<u>\$ 55,995</u>	<u>\$ 73,406</u>	<u>\$ 216,560</u>	<u>\$ 242,237</u>
Unallocated Corporate ⁽²⁾	(5,600)	(6,629)	(14,728)	(13,760)
Total Operating Income	<u>\$ 50,395</u>	<u>\$ 66,777</u>	<u>\$ 201,832</u>	<u>\$ 228,477</u>
Other Income (Expense):				
Interest income	1,121	402	2,340	750
Interest expense	(7,925)	(3,837)	(19,354)	(11,260)
Other – net	40,968	7,252	63,984	21,487
Total Other Income (Expense)	<u>34,164</u>	<u>3,817</u>	<u>46,970</u>	<u>10,977</u>
Income before Provision for Income Taxes	<u>\$ 84,559</u>	<u>\$ 70,594</u>	<u>\$ 248,802</u>	<u>\$ 239,454</u>

(2) Unallocated corporate includes general corporate overhead not allocated to segments.

NOTE 10 – EARNINGS PER SHARE

The following table sets forth the computation of basic and diluted earnings per share:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
(In thousands, except share and per share amounts)				
Basic:				
Net Income Attributable to BWX Technologies, Inc.	\$ 77,919	\$ 46,553	\$ 205,023	\$ 163,534
Weighted-average common shares	99,421,031	99,328,677	99,542,933	99,313,264
Basic earnings per common share	\$ 0.78	\$ 0.47	\$ 2.06	\$ 1.65
Diluted:				
Net Income Attributable to BWX Technologies, Inc.	\$ 77,919	\$ 46,553	\$ 205,023	\$ 163,534
Weighted-average common shares (basic)	99,421,031	99,328,677	99,542,933	99,313,264
Effect of dilutive securities:				
Stock options, restricted stock units and performance shares ⁽¹⁾	999,735	931,578	958,664	1,054,119
Adjusted weighted-average common shares	100,420,766	100,260,255	100,501,597	100,367,383
Diluted earnings per common share	\$ 0.78	\$ 0.46	\$ 2.04	\$ 1.63

(1) At September 30, 2018 and 2017, none of our shares were antidilutive.

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

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

The following information should be read in conjunction with the unaudited condensed consolidated financial statements and the notes thereto included under Item 1 of this quarterly report on Form 10-Q ("Report") and the audited consolidated financial statements and the related notes and Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our annual report on Form 10-K for the year ended December 31, 2017 (our "2017 10-K").

In this Report, unless the context otherwise indicates, "we," "us" and "our" mean BWX Technologies, Inc. ("BWXT" or the "Company") and its consolidated subsidiaries.

From time to time, our management or persons acting on our behalf make forward-looking statements to inform existing and potential security holders about our company. In addition, various statements in this Report, including those that express a belief, expectation or intention, as well as those that are not statements of historical fact, are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and 21E of the Securities Exchange Act of 1934. Statements and assumptions regarding expectations and projections of specific projects, our future backlog, revenues, income, capital spending, strategic investments, acquisitions or divestitures, research and development initiatives, return on capital activities or margin improvement initiatives are examples of forward-looking statements. Forward-looking statements are generally accompanied by words such as "estimate," "project," "predict," "believe," "expect," "anticipate," "plan," "seek," "goal," "could," "intend," "may," "should" or other words that convey the uncertainty of future events or outcomes. In addition, sometimes we will specifically describe a statement as being a forward-looking statement and refer to this cautionary statement.

We have based our forward-looking statements on our current expectations, estimates and projections about our industries and our company. We caution that these statements are not guarantees of future performance and you should not rely unduly on them, as they involve risks, uncertainties and assumptions that we cannot predict. In addition, we have based many of these forward-looking statements on assumptions about future events that may prove to be inaccurate. While our management considers these assumptions to be reasonable, they are inherently subject to significant business, economic, competitive, regulatory and other risks, contingencies and uncertainties, most of which are difficult to predict and many of which are beyond our control. Accordingly, our actual results may differ materially from the future performance that we have expressed or forecast in our forward-looking statements.

We believe the items we have outlined above are important factors that could cause estimates in our financial statements to differ materially from actual results and those expressed in a forward-looking statement made in this Report or elsewhere by us or on our behalf. Differences between actual results and any future performance suggested in our forward-looking statements could result from a variety of factors. We have discussed many of these factors in more detail elsewhere in this Report and in Item 1A "Risk Factors" in our 2017 10-K. These factors are not necessarily all the factors that could affect us. Unpredictable or unanticipated factors we have not discussed in this Report or in our 2017 10-K could also have material adverse effects on actual results of matters that are the subject of our forward-looking statements. We do not intend to update our description of important factors each time a potential important factor arises, except as required by applicable securities laws and regulations. We advise our security holders that they should (1) be aware that factors not referred to above could affect the accuracy of our forward-looking statements and (2) use caution and common sense when considering our forward-looking statements.

GENERAL

We operate in three reportable segments: Nuclear Operations Group, Nuclear Services Group and Nuclear Power Group. In general, we operate in capital-intensive industries and rely on large contracts for a substantial amount of our revenues. We are currently exploring growth strategies across our segments to expand and complement our existing businesses. We would expect to fund these opportunities with cash on hand or by raising additional capital through debt, equity or some combination thereof.

Nuclear Operations Group

The revenues of our Nuclear Operations Group segment are largely a function of defense spending by the U.S. Government. Through this segment, we engineer, design and manufacture precision naval nuclear components, reactors and nuclear fuel for the DOE/NNSA's Naval Nuclear Propulsion Program. In addition, we perform missile launch tube development and fabrication activities for use on submarines. As a supplier of major nuclear components for certain U.S. Government programs, this segment is a significant participant in the defense industry.

Nuclear Services Group

Our Nuclear Services Group segment provides various services to the U.S. Government and the commercial nuclear industry primarily in the U.S. The revenues and equity in income of investees under our U.S. Government contracts are largely a function of spending of the U.S. Government and the performance scores we and our consortium partners earn in managing and operating high-consequence operations at U.S. nuclear weapons sites, national laboratories and manufacturing complexes. With its specialized capabilities of full life-cycle management of special materials, facilities and technologies, we believe our Nuclear Services Group segment is well-positioned to continue to participate in the continuing cleanup, operation and management of critical government-owned nuclear sites, laboratories and manufacturing complexes maintained by the DOE, NASA and other federal agencies.

This segment is also engaged in inspection and maintenance services for the commercial nuclear industry primarily in the U.S. These services include the inspection of steam generators and heat exchangers, high pressure water lancing, non-destructive examination and the development of customized tooling solutions. This segment also develops technology for a variety of applications, including advanced nuclear power sources, and offers complete advanced fuel and reactor engineering, licensing and manufacturing services for new advanced nuclear reactors.

Nuclear Power Group

Through this segment, we design and manufacture commercial nuclear steam generators, heat exchangers, pressure vessels, reactor components, and other auxiliary equipment, including containers for the storage of spent nuclear fuel and other high-level nuclear waste. This segment is a leading supplier of nuclear fuel, fuel handling systems, tooling delivery systems and related services for CANDU nuclear power plants. This segment also provides a variety of engineering and in-plant services and is a significant supplier to nuclear power utilities undergoing major refurbishment and plant life extension projects.

Our Nuclear Power Group segment's overall activity primarily depends on the demand and competitiveness of nuclear energy. A significant portion of our Nuclear Power Group segment's operations depend on the timing of maintenance outages, principally in the Canadian market, and the cyclical nature of capital expenditures and major refurbishments for nuclear utility customers, which could cause variability in our financial results.

Acquisition of Sotera Health LLC's Nordion Medical Isotope Business

On July 30, 2018, our subsidiary BWXT ITG Canada, Inc. acquired Sotera Health's Nordion medical isotope business (the "MI business") for \$213.0 million, subject to customary working capital, cash and debt adjustments. The MI business is a leading global manufacturer and supplier of critical medical isotopes and radiopharmaceuticals for research, diagnostic and therapeutic uses. Its customers include radiopharmaceutical companies, hospitals and radiopharmacies. Its primary operations are located in Kanata, Ontario and Vancouver, British Columbia. This acquisition adds approximately 150 highly trained and experienced personnel, two specialized production centers and a uniquely licensed infrastructure. In addition to the growing portfolio of radioisotope products we acquired, the MI business will be the platform from which we plan to launch our Molybdenum-99 product line and a number of future radioisotope-based imaging and therapeutic products. This business is reported as part of our Nuclear Power Group segment.

Critical Accounting Policies and Estimates

For a summary of the critical accounting policies and estimates that we use in the preparation of our unaudited condensed consolidated financial statements, see Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our 2017 10-K. There have been no material changes to our policies during the nine months ended September 30, 2018 with the exception of changes to Financial Accounting Standards Board ("FASB") Topics *Revenue from Contracts with Customers* and *Compensation – Retirement Benefits* as described in the notes to our condensed consolidated financial statements in Item 1 of our Form 10-Q for the quarter ended March 31, 2018.

Accounting for Contracts

On certain of our performance obligations, we recognize revenue over time. In accordance with FASB Topic *Revenue from Contracts with Customers*, we are required to estimate the total amount of costs on these performance obligations. As of September 30, 2018, we have provided for the estimated costs to complete all of our ongoing contracts. However, it is possible that current estimates could change due to unforeseen events, which could result in adjustments to overall contract costs. A principal risk on fixed-priced contracts is that revenue from the customer is insufficient to cover increases in our costs. It is possible that current estimates could materially change for various reasons, including, but not limited to, fluctuations in

forecasted labor productivity or steel and other raw material prices. In some instances, we guarantee completion dates related to our projects or provide performance guarantees. Increases in costs on our fixed-price contracts could have a material adverse impact on our consolidated results of operations, financial condition and cash flows. Alternatively, reductions in overall contract costs at completion could materially improve our consolidated results of operations, financial condition and cash flows. During the nine months ended September 30, 2018, we recognized net favorable changes in estimates that resulted in increases in revenue of \$23.4 million and an increase in cost of operations of \$12.3 million. Included in these amounts are contract adjustments resulting from rework issues related to the manufacture of non-nuclear components being produced within our Nuclear Operations Group segment. We have recognized decreases to operating income of \$26.7 million and \$29.2 million for the three and nine months ended September 30, 2018, respectively, related to this matter. These contract adjustments resulted in a decrease in earnings per share of \$0.21 and \$0.23 for the three and nine months ended September 30, 2018, respectively. During the nine months ended September 30, 2017, we recognized net changes in estimates related to contracts that recognize revenue over time, which increased operating income by approximately \$22.0 million.

RESULTS OF OPERATIONS – THREE AND NINE MONTHS ENDED SEPTEMBER 30, 2018 VS. THREE AND NINE MONTHS ENDED SEPTEMBER 30, 2017

Selected financial highlights are presented in the table below:

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2018	2017	\$ Change	2018	2017	\$ Change
(In thousands)						
REVENUES:						
Nuclear Operations Group	\$ 319,325	\$ 324,545	\$ (5,220)	\$ 968,096	\$ 962,492	\$ 5,604
Nuclear Services Group	28,366	27,507	859	90,995	100,146	(9,151)
Nuclear Power Group	79,162	68,621	10,541	267,675	200,864	66,811
Adjustments and Eliminations	(1,346)	(1,313)	(33)	(4,875)	(5,902)	1,027
	<u>\$ 425,507</u>	<u>\$ 419,360</u>	<u>\$ 6,147</u>	<u>\$ 1,321,891</u>	<u>\$ 1,257,600</u>	<u>\$ 64,291</u>
OPERATING INCOME:						
Nuclear Operations Group	\$ 45,580	\$ 66,459	\$ (20,879)	\$ 180,283	\$ 203,503	\$ (23,220)
Nuclear Services Group	6,494	776	5,718	11,182	16,577	(5,395)
Nuclear Power Group	9,063	8,426	637	38,637	27,094	11,543
Other	(5,142)	(2,255)	(2,887)	(13,542)	(4,937)	(8,605)
	<u>\$ 55,995</u>	<u>\$ 73,406</u>	<u>\$ (17,411)</u>	<u>\$ 216,560</u>	<u>\$ 242,237</u>	<u>\$ (25,677)</u>
Unallocated Corporate	(5,600)	(6,629)	1,029	(14,728)	(13,760)	(968)
Total Operating Income	<u>\$ 50,395</u>	<u>\$ 66,777</u>	<u>\$ (16,382)</u>	<u>\$ 201,832</u>	<u>\$ 228,477</u>	<u>\$ (26,645)</u>

Consolidated Results of Operations

Three months ended September 30, 2018 vs. 2017

Consolidated revenues increased 1.5%, or \$6.1 million, to \$425.5 million in the three months ended September 30, 2018 compared to \$419.4 million for the corresponding period in 2017, due to increases in revenues from our Nuclear Services Group and Nuclear Power Group segments totaling \$0.9 million and \$10.5 million, respectively. These increases were partially offset by a decrease in revenues in our Nuclear Operations Group segment of \$5.2 million.

Consolidated operating income decreased \$16.4 million to \$50.4 million in the three months ended September 30, 2018 compared to \$66.8 million for the corresponding period of 2017. Operating income in our Nuclear Operations Group and Other segments decreased by \$20.9 million and \$2.9 million, respectively. The decrease associated with the Nuclear Operations Group segment was primarily due to contract adjustments related to the manufacture of non-nuclear components of \$26.7 million. These decreases were partially offset by operating income improvements in our Nuclear Services Group and Nuclear Power Group segments of \$5.7 million and \$0.6 million, respectively. Unallocated corporate expenses also decreased by \$1.0 million when compared to the corresponding period of 2017.

Nine months ended September 30, 2018 vs. 2017

Consolidated revenues increased 5.1%, or \$64.3 million, to \$1,321.9 million in the nine months ended September 30, 2018 compared to \$1,257.6 million for the corresponding period in 2017, due to increases in revenues from our Nuclear Operations Group and Nuclear Power Group segments totaling \$5.6 million and \$66.8 million, respectively. These increases were partially offset by a decrease in revenues in our Nuclear Services Group segment of \$9.2 million.

Consolidated operating income decreased \$26.6 million to \$201.8 million in the nine months ended September 30, 2018 compared to \$228.5 million for the corresponding period of 2017. Operating income in our Nuclear Operations Group, Nuclear Services Group and Other segments decreased by \$23.2 million, \$5.4 million and \$8.6 million, respectively. The decrease associated with the Nuclear Operations Group segment was primarily due to contract adjustments related to the manufacture of non-nuclear components of \$29.2 million. Operating income in our Nuclear Services Group segment decreased primarily due to the settlement of a contract dispute of \$7.9 million that was recorded in 2017. In addition, unallocated corporate expenses were higher by \$1.0 million when compared to the corresponding period of 2017. These decreases were partially offset by operating income improvements in our Nuclear Power Group segment of \$11.5 million.

Nuclear Operations Group

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2018	2017	\$ Change	2018	2017	\$ Change
(In thousands)						
Revenues	\$ 319,325	\$ 324,545	\$ (5,220)	\$ 968,096	\$ 962,492	\$ 5,604
Operating Income	\$ 45,580	\$ 66,459	\$ (20,879)	\$ 180,283	\$ 203,503	\$ (23,220)
% of Revenues	14.3%	20.5%		18.6%	21.1%	

Three months ended September 30, 2018 vs. 2017

Revenues decreased 1.6%, or \$5.2 million, to \$319.3 million in the three months ended September 30, 2018 compared to \$324.5 million for the corresponding period of 2017. The decrease was primarily attributable to lower activity in the manufacturing of non-nuclear components for U.S. Government programs, which was partially offset by increased activity in our naval nuclear fuel and downblending operations.

Operating income decreased \$20.9 million to \$45.6 million in the three months ended September 30, 2018 compared to \$66.5 million for the corresponding period of 2017. The decrease was primarily due to contract adjustments resulting from rework issues related to the manufacture of non-nuclear components of \$26.7 million, which was partially offset by increased income in our naval nuclear fuel and downblending operations.

Nine months ended September 30, 2018 vs. 2017

Revenues increased 0.6%, or \$5.6 million, to \$968.1 million in the nine months ended September 30, 2018 compared to \$962.5 million for the corresponding period of 2017. The increase was primarily attributable to increased activity in our naval nuclear fuel and downblending operations, which was partially offset by a decrease in activity related to the manufacturing of nuclear components for U.S. Government programs.

Operating income decreased \$23.2 million to \$180.3 million in the nine months ended September 30, 2018 compared to \$203.5 million for the corresponding period of 2017. The decrease was primarily due to contract adjustments resulting from rework issues related to the manufacture of non-nuclear components of \$29.2 million, which was partially offset by increased income in our naval nuclear fuel and downblending operations.

Nuclear Services Group

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2018	2017	\$ Change	2018	2017	\$ Change
	(In thousands)					
Revenues	\$ 28,366	\$ 27,507	\$ 859	\$ 90,995	\$ 100,146	\$ (9,151)
Operating Income	\$ 6,494	\$ 776	\$ 5,718	\$ 11,182	\$ 16,577	\$ (5,395)
% of Revenues	22.9%	2.8%		12.3%	16.6%	

Three months ended September 30, 2018 vs. 2017

Revenues increased 3.1%, or \$0.9 million, to \$28.4 million in the three months ended September 30, 2018 which were relatively unchanged compared to \$27.5 million for the corresponding period of 2017.

Operating income increased \$5.7 million to \$6.5 million in the three months ended September 30, 2018 compared to \$0.8 million for the corresponding period of 2017. The increase was attributable to improved operational performance at several of our sites as well as lower selling, general and administrative expenses related to a decrease in business development activities caused by the timing of proposal activities.

Nine months ended September 30, 2018 vs. 2017

Revenues decreased 9.1%, or \$9.2 million, to \$91.0 million in the nine months ended September 30, 2018 compared to \$100.1 million for the corresponding period of 2017. The decrease was primarily attributable to the settlement of a contract dispute in the prior year, which resulted in the recovery of \$7.9 million of fee income. In addition, we performed fewer commercial nuclear maintenance outages in the U.S. when compared to the same period in the prior year, which resulted in a decrease of \$5.4 million. These decreases were partially offset by an increase in revenue attributable to task order work related to a new joint venture site in New Mexico and an increase in design and engineering revenues in support of NASA's nuclear space programs.

Operating income decreased \$5.4 million to \$11.2 million in the nine months ended September 30, 2018 compared to \$16.6 million for the corresponding period of 2017. The decrease was primarily attributable to the settlement of the contract dispute of \$7.9 million noted above in addition to lower income associated with performing fewer commercial nuclear maintenance outages in the U.S. when compared to the same period in the prior year. These decreases were partially offset by improved operational performance at several of our sites as well as lower selling, general and administrative expenses related to a decrease in business development activities caused by the timing of proposal activities.

Nuclear Power Group

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2018	2017	\$ Change	2018	2017	\$ Change
	(In thousands)					
Revenues	\$ 79,162	\$ 68,621	\$ 10,541	\$ 267,675	\$ 200,864	\$ 66,811
Operating Income	\$ 9,063	\$ 8,426	\$ 637	\$ 38,637	\$ 27,094	\$ 11,543
% of Revenues	11.4%	12.3%		14.4%	13.5%	

Three months ended September 30, 2018 vs. 2017

Revenues increased 15.4%, or \$10.5 million, to \$79.2 million in the three months ended September 30, 2018 compared to \$68.6 million for the corresponding period of 2017. The increase was primarily attributable to our newly acquired MI business, which produced revenues of \$8.0 million. In addition, we experienced an increase in volume related to the fabrication of nuclear fuel of \$4.1 million. These increases were partially offset by lower levels of activity associated with our nuclear components business resulting from the completion of several projects during the prior year.

Operating income increased \$0.6 million to \$9.1 million in the three months ended September 30, 2018 compared to \$8.4 million for the corresponding period of 2017, primarily attributable to the increase in revenues noted above.

Nine months ended September 30, 2018 vs. 2017

Revenues increased 33.3%, or \$66.8 million, to \$267.7 million in the nine months ended September 30, 2018 compared to \$200.9 million for the corresponding period of 2017. The increase was attributable to higher levels of in-plant inspection, maintenance and modification services, as well as refurbishment work totaling \$28.3 million. In addition, we experienced an increase in revenues in our nuclear components business of \$20.8 million primarily as a result of an increase in design and manufacturing work associated with the China steam generator project as well as higher volume related to the fabrication of nuclear fuel totaling \$11.9 million. Our newly acquired MI business also resulted in an increase in revenues of \$8.0 million.

Operating income increased \$11.5 million to \$38.6 million in the nine months ended September 30, 2018 compared to \$27.1 million for the corresponding period of 2017, primarily attributable to the increase in revenue noted above.

Other

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2018	2017	\$ Change	2018	2017	\$ Change
(In thousands)						
Operating Income	\$ (5,142)	\$ (2,255)	\$ (2,887)	\$ (13,542)	\$ (4,937)	\$ (8,605)

Operating income decreased \$2.9 million and \$8.6 million in the three and nine months ended September 30, 2018, respectively, primarily due to an increase in research and development activities related to our medical and industrial radioisotope capabilities.

Unallocated Corporate

Unallocated corporate expenses decreased \$1.0 million to \$5.6 million for the three months ended September 30, 2018 compared to \$6.6 million for the corresponding period of 2017. This decrease was primarily due to lower levels of incentive compensation, which was partially offset by legal and consulting costs associated with due diligence activities.

Unallocated corporate expenses increased \$1.0 million to \$14.7 million for the nine months ended September 30, 2018 compared to \$13.8 million for the corresponding period of 2017. This increase was primarily due to legal and consulting costs associated with due diligence activities, which was partially offset by lower levels of incentive compensation.

Other Income Statement Items

Other income (expense) increased \$30.3 million to a gain of \$34.2 million in the three months ended September 30, 2018, as compared to a gain of \$3.8 million for the corresponding period of 2017 due primarily to a \$35.1 million mark to market adjustment related to the interim remeasurement of two of our domestic pension plans as discussed in Note 4 to our condensed consolidated financial statements included in this Report. The mark to market adjustment was partially offset by an increase in interest expense associated with higher levels of long-term debt when compared to the prior year.

Other income (expense) increased \$36.0 million to a gain of \$47.0 million in the nine months ended September 30, 2018, as compared to a gain of \$11.0 million for the corresponding period of 2017 due primarily to the \$35.1 million mark to market adjustment noted above as well as \$4.7 million of gains related to derivative instruments not designated as hedges and a decrease in net periodic benefit cost of \$4.2 million. These items were partially offset by an increase in interest expense associated with higher levels of long term debt when compared to the prior year. Included in interest expense is \$2.4 million of expense related to the recognition of prior deferred debt issuance costs associated with the Former Credit Facility.

Provision for Income Taxes

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2018	2017	\$ Change	2018	2017	\$ Change
(In thousands)						
Income before Provision for Income Taxes	\$ 84,559	\$ 70,594	\$ 13,965	\$ 248,802	\$ 239,454	\$ 9,348
Provision for Income Taxes	\$ 6,482	\$ 23,901	\$ (17,419)	\$ 43,578	\$ 75,556	\$ (31,978)
Effective Tax Rate	7.7%	33.9%		17.5%	31.6%	

We primarily operate in the U.S. and Canada. On December 22, 2017, the Tax Cuts and Jobs Act (the "Act") was enacted, making significant changes to existing U.S. tax laws that impact us, including, but not limited to, a reduction to the U.S. corporate income tax rate from 35% to 21% for tax years beginning after December 31, 2017, the taxation of global intangible low-taxed income ("GILTI") and additional deduction limitations related to executive compensation. We recognized the income tax effects of the Act within our condensed consolidated financial statements in accordance with FASB Topic *Income Taxes*. Our Canadian operations continue to be subject to tax at a local statutory rate of approximately 25%.

Our effective tax rate for the three months ended September 30, 2018 was 7.7% as compared to 33.9% for the three months ended September 30, 2017. Our effective tax rate for the nine months ended September 30, 2018 was 17.5% as compared to 31.6% for the nine months ended September 30, 2017. The effective tax rates for the three and nine months ended September 30, 2018 were lower than the 2018 U.S. corporate income tax rate of 21% primarily due to remeasurement adjustments to our deferred tax assets as a result of accelerating additional contributions made in August 2018 to certain of our domestic pension plans for inclusion in our 2017 U.S. tax return. Our effective tax rate for the nine months ended September 30, 2017 was lower than the 2017 U.S. corporate income tax rate of 35% primarily due to benefits recognized for excess tax benefits related to employee share-based payments of \$5.4 million.

Backlog

Backlog represents the dollar amount of revenue we expect to recognize in the future from contracts awarded and in progress. Not all of our expected revenue from a contract award is recorded in backlog for a variety of reasons, including that some projects are awarded and completed within the same fiscal quarter.

Our backlog is equal to our remaining performance obligations under contracts that meet the criteria in FASB Topic *Revenue from Contracts with Customers*, as discussed in Note 3 to our condensed consolidated financial statements included in this Report. It is possible that our methodology for determining backlog may not be comparable to methods used by other companies.

We are subject to the budgetary and appropriations cycle of the U.S. Government as it relates to our Nuclear Operations Group and Nuclear Services Group segments. Backlog may not be indicative of future operating results, and projects in our backlog may be cancelled, modified or otherwise altered by customers.

	September 30, 2018	December 31, 2017
(In approximate millions)		
Nuclear Operations Group	\$ 2,940	\$ 3,305
Nuclear Services Group	26	29
Nuclear Power Group	868	637
Total Backlog	<u>\$ 3,834</u>	<u>\$ 3,971</u>

We do not include the value of our unconsolidated joint venture contracts in backlog. These unconsolidated joint ventures are included in our Nuclear Services Group segment.

Of the September 30, 2018 backlog, we expect to recognize revenues as follows:

	2018	2019	Thereafter	Total
(In approximate millions)				
Nuclear Operations Group	\$ 304	\$ 889	\$ 1,747	\$ 2,940
Nuclear Services Group	18	3	5	26
Nuclear Power Group	84	176	608	868
Total Backlog	<u>\$ 406</u>	<u>\$ 1,068</u>	<u>\$ 2,360</u>	<u>\$ 3,834</u>

At September 30, 2018, Nuclear Operations Group backlog with the U.S. Government was \$2,412.1 million, \$276.1 million of which had not yet been funded.

At September 30, 2018, Nuclear Services Group backlog with the U.S. Government was \$14.9 million, all of which was funded.

At September 30, 2018, Nuclear Power Group had no backlog with the U.S. Government.

Major new awards from the U.S. Government are typically received following congressional approval of the budget for the Government's next fiscal year, which starts October 1, and may not be awarded to us before the end of the calendar year. Due to the fact that most contracts awarded by the U.S. Government are subject to these annual funding approvals, the total values of the underlying programs are significantly larger. In April 2016, we were awarded a component and fuel contract, along with a three-year downblending contract by the U.S. Government with a combined value in excess of \$3.0 billion, inclusive of unexercised options.

As of September 30, 2018, the U.S. Government had awarded us approximately \$2.8 billion of the April 2016 award. The value of unexercised options excluded from backlog as of September 30, 2018 was approximately \$0.2 billion, the majority of which is expected to be exercised in 2019, subject to annual congressional appropriations.

Liquidity and Capital Resources

On May 24, 2018, we and certain of our subsidiaries entered into a credit agreement (the "New Credit Facility") with Wells Fargo Bank, N.A., as administrative agent, and the other lenders party thereto. We also issued notes pursuant to an indenture among the Company, certain of our subsidiaries, as guarantors, and U.S. Bank National Association, as trustee. In connection with the closing of the New Credit Facility and the issuance of the notes, we concurrently repaid all outstanding debt obligations and terminated our credit agreement dated as of May 11, 2015, as amended, among the Company, certain of our subsidiaries, Bank of America, N.A., as administrative agent, and the other lenders party thereto (the "Former Credit Facility"). The Former Credit Facility consisted of (1) a \$400.0 million revolving credit facility, (2) a \$300.0 million term loan facility, (3) a \$137.5 million (U.S. dollar equivalent) Canadian dollar term loan facility, and (4) a \$112.5 million term loan facility.

Credit Facility

The New Credit Facility includes a \$500.0 million senior secured revolving credit facility (the "New Revolving Credit Facility"), a \$50.0 million U.S. dollar senior secured term loan A made available to the Company (the "New USD Term Loan") and a \$250.0 million (U.S. dollar equivalent) Canadian dollar senior secured term loan A made available to BWXT Canada Ltd. (the "New CAD Term Loan"). All obligations under the New Credit Facility are scheduled to mature on May 24, 2023. The proceeds of loans under the New Credit Facility are available for working capital needs and other general corporate purposes.

The New Credit Facility allows for additional parties to become lenders and, subject to certain conditions, for the increase of the commitments under the New Revolving Credit Facility, the New USD Term Loan or the New CAD Term Loan, subject to an aggregate maximum for all additional commitments of (1) the greater of (a) \$250 million and (b) 65% of EBITDA, as defined in the New Credit Facility, for the last four full fiscal quarters, plus (2) all voluntary prepayments of term loans, plus (3) additional amounts provided the Company is in compliance with a pro forma first lien leverage ratio test of less than or equal to 2.50 to 1.00.

The Company's obligations under the New Credit Facility are guaranteed, subject to certain exceptions, by substantially all of the Company's present and future wholly owned domestic restricted subsidiaries (other than its captive insurance subsidiary and the domestic holding company of its Canadian subsidiaries). The obligations of BWXT Canada Ltd. under the New Credit Facility are guaranteed, subject to certain exceptions, by (1) substantially all of the present and future wholly owned Canadian restricted subsidiaries of BWXT Canada Ltd., (2) substantially all of the Company's present and future wholly owned domestic restricted subsidiaries (other than its captive insurance subsidiary and the domestic holding company of its Canadian subsidiaries), (3) BWXT Canada Holdings Corp. and (4) BWXT ITG Canada, Inc.

The New Credit Facility is secured by first-priority liens on certain assets owned by the Company (other than its subsidiaries comprising its Nuclear Operations Group segment and a portion of its Nuclear Services Group segment); provided that (1) the Company's domestic obligations are only secured by assets and property of the domestic loan parties and (2) the obligations of BWXT Canada Ltd. and the Canadian guarantors are secured by assets and property of the Canadian guarantors and the domestic loan parties.

The New Credit Facility requires interest payments on revolving loans on a periodic basis until maturity. We began making quarterly amortization payments on the New USD Term Loan and the New CAD Term Loan in amounts equal to 1.25% of the initial aggregate principal amount of each term loan in the third quarter of 2018. We may prepay all loans under the New Credit Facility at any time without premium or penalty (other than customary Eurocurrency breakage costs), subject to notice requirements.

The New Credit Facility includes financial covenants that are tested on a quarterly basis, based on the rolling four-quarter period that ends on the last day of each fiscal quarter. The maximum permitted leverage ratio is 4.00 to 1.00, which may be increased to 4.50 to 1.00 for up to four consecutive fiscal quarters after a material acquisition. The minimum consolidated interest coverage ratio is 3.00 to 1.00. In addition, the New Credit Facility contains various restrictive covenants, including with respect to debt, liens, investments, mergers, acquisitions, dividends, equity repurchases and asset sales. As of September 30, 2018, we were in compliance with all covenants set forth in the New Credit Facility.

Outstanding loans under the New Credit Facility will bear interest at our option at either (1) the Eurocurrency rate plus a margin ranging from 1.25% to 2.00% per year or (2) the base rate or Canadian index rate, as applicable (described in the New Credit Facility as the highest of (a) with respect to the base rate only, the federal funds rate plus 0.50%, (b) the one-month Eurocurrency rate plus 1.0% and (c) the administrative agent's prime rate or the Canadian prime rate, as applicable), plus, in each case, a margin ranging from 0.25% to 1.00% per year. We are charged a commitment fee on the unused portion of the New Revolving Credit Facility, and that fee ranges from 0.150% to 0.275% per year. Additionally, we are charged a letter of credit fee of between 1.25% and 2.00% per year with respect to the amount of each financial letter of credit issued under the New Credit Facility, and a letter of credit fee of between 0.75% and 1.20% per year is charged with respect to the amount of each performance letter of credit issued under the New Credit Facility. The applicable margin for loans, the commitment fee and the letter of credit fees set forth above will vary quarterly based on our leverage ratio. Based on the leverage ratio applicable at September 30, 2018, the margin for Eurocurrency rate and base rate or Canadian index rate loans was 1.375% and 0.375%, respectively, the letter of credit fee for financial letters of credit and performance letters of credit was 1.375% and 0.825%, respectively, and the commitment fee for the unused portion of the New Revolving Credit Facility was 0.175%.

As of September 30, 2018, borrowings outstanding totaled \$291.2 million and \$90.0 million under our term loans and revolving line of credit, respectively, and letters of credit issued under the New Credit Facility totaled \$67.7 million. As a result, we had \$342.3 million available for borrowings or to meet letter of credit requirements as of September 30, 2018. As of September 30, 2018, the weighted-average interest rate on outstanding borrowings under our New Credit Facility was 3.33%.

The New Credit Facility generally includes customary events of default for a secured credit facility, some of which allow for an opportunity to cure. Under the New Credit Facility, (1) if an event of default relating to bankruptcy or other insolvency events occurs, all related obligations will immediately become due and payable; (2) if any other event of default exists, the lenders will be permitted to accelerate the maturity of the related obligations outstanding and (3) if any event of default exists, the lenders will be permitted to terminate their commitments thereunder and exercise other rights and remedies, including the commencement of foreclosure or other actions against the collateral.

If any default occurs under the New Credit Facility, or if we are unable to make any of the representations and warranties in the New Credit Facility, we will be unable to borrow funds or have letters of credit issued under the New Credit Facility.

Senior Notes

The Company issued \$400.0 million aggregate principal amount of its 5.375% senior notes due 2026 (the "Senior Notes") pursuant to an indenture dated May 24, 2018 (the "Indenture"), among the Company, the guarantors and U.S. Bank National Association, as trustee. The Senior Notes are guaranteed by each of the Company's present and future direct and indirect wholly owned domestic subsidiaries that is a guarantor under the New Credit Facility.

Interest on the Senior Notes is payable semi-annually in cash in arrears on January 15 and July 15 of each year, which commenced on July 15, 2018, at a rate of 5.375% per annum. The Senior Notes will mature on July 15, 2026.

The Company may redeem the Senior Notes, in whole or in part, at any time on or after July 15, 2021 at established redemption prices. At any time prior to July 15, 2021, the Company may also redeem up to 40% of the Senior Notes with net cash proceeds of certain equity offerings at a redemption price equal to 105.375% of the principal amount of the Senior Notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date. In addition, at any time prior to July 15, 2021, the Company may redeem the Senior Notes, in whole or in part, at a redemption price equal to 100% of the principal amount of the Senior Notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date plus an applicable "make-whole" premium.

The Indenture contains customary events of default, including, among other things, payment default, failure to comply with covenants or agreements contained in the Indenture or the Senior Notes and certain provisions related to bankruptcy events. The Indenture also contains customary negative covenants. As of September 30, 2018, we were in compliance with all covenants and agreements set forth in the Indenture and the Senior Notes.

Other Arrangements

We have posted surety bonds to support regulatory and contractual obligations for certain decommissioning responsibilities, projects and legal matters. We utilize bonding facilities to support such obligations, but the issuance of bonds under those facilities is typically at the surety's discretion. Although there can be no assurance that we will maintain our surety bonding capacity, we believe our current capacity is adequate to support our existing requirements for the next twelve months. In addition, these bonds generally indemnify the beneficiaries should we fail to perform our obligations under the applicable agreements. We, and certain of our subsidiaries, have jointly executed general agreements of indemnity in favor of surety underwriters relating to surety bonds those underwriters issue. As of September 30, 2018, bonds issued and outstanding under these arrangements totaled approximately \$67.9 million.

Long-term Benefit Obligations

Our unfunded pension and postretirement benefit obligations totaled \$107.8 million at September 30, 2018. These long-term liabilities are expected to require use of our resources to satisfy future funding obligations. Based largely on statutory funding requirements, we expect to make contributions of approximately \$3.6 million for the remainder of 2018 related to our pension and postretirement plans. We may also make additional contributions based on a variety of factors including, but not limited to, tax planning, evaluation of funded status and risk mitigation strategies.

Other

Our domestic and foreign cash and cash equivalents, restricted cash and cash equivalents and investments as of September 30, 2018 and December 31, 2017 were as follows:

	September 30, 2018	December 31, 2017
	(In thousands)	
Domestic	\$ 48,527	\$ 211,935
Foreign	35,931	13,443
Total	<u>\$ 84,458</u>	<u>\$ 225,378</u>

Our working capital decreased by \$19.9 million to \$325.1 million at September 30, 2018 from \$345.0 million at December 31, 2017, primarily attributable to a decrease in cash and cash equivalents as a result of the acceleration of pension contributions related to certain of our domestic pension plans and the acquisition of the MI business. This was partially offset by an increase associated with changes in net contracts in progress and advance billings due to the timing of project cash flows and an increase in income taxes receivable.

Our net cash used in operations increased by \$153.2 million to \$8.4 million in the nine months ended September 30, 2018, compared to cash provided by operations of \$144.8 million in the nine months ended September 30, 2017. The increase in cash used in operations was primarily attributable to increased pension contributions made in the nine months ended September 30, 2018 of \$133.5 million when compared to the prior year.

Our net cash used in investing activities increased by \$239.1 million to \$277.0 million in the nine months ended September 30, 2018 compared to \$37.9 million in the nine months ended September 30, 2017. The increase was primarily attributable our acquisition of the MI business for \$213.0 million and an increase in purchases of property, plant and equipment of \$11.1 million.

Our net cash provided by financing activities increased by \$197.5 million to \$153.9 million in the nine months ended September 30, 2018, compared to cash used in financing activities of \$43.6 million in the nine months ended September 30, 2017. The increase was primarily attributable to an increase in net borrowings of \$297.0 million as a result of issuing the Senior Notes and closing of the New Credit Facility. The increase in net borrowings was partially offset by an increase in repurchases of common shares of \$62.6 million as well as an increase in dividends paid to common shareholders of \$16.9 million.

At September 30, 2018, we had restricted cash and cash equivalents totaling \$7.0 million, \$2.6 million of which was held for future decommissioning of facilities (which is included in other assets on our condensed consolidated balance sheets) and \$4.4 million of which was held to meet reinsurance reserve requirements of our captive insurer.

At September 30, 2018, we had short-term and long-term investments with a fair value of \$11.3 million. Our investment portfolio consists primarily of U.S. Government and agency securities, corporate bonds and equities, mutual funds and asset-

backed securities. Our investments are carried at fair value and are either classified as trading, with unrealized gains and losses reported in earnings, or as available-for-sale, with unrealized gains and losses, net of tax, being reported as a component of other comprehensive income.

Based on our liquidity position, we believe we have sufficient cash and letter of credit and borrowing capacity to fund our operating requirements for at least the next 12 months.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our exposures to market risks have not changed materially from those disclosed in Item 7A included in Part II of our 2017 10-K, except as updated by our Form 10-Q for the quarter ended June 30, 2018.

Item 4. CONTROLS AND PROCEDURES

As of the end of the period covered by this quarterly report, we carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures (as that term is defined in Rules 13a-15(e) and 15d-15(e) adopted by the SEC under the Securities Exchange Act of 1934, as amended (the "Exchange Act")). This evaluation was conducted under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer. Our disclosure controls and procedures were developed through a process in which our management applied its judgment in assessing the costs and benefits of such controls and procedures, which, by their nature, can provide only reasonable assurance regarding the control objectives. You should note that the design of any system of disclosure controls and procedures is based in part upon various assumptions about the likelihood of future events, and we cannot assure you that any design will succeed in achieving its stated goals under all potential future conditions, regardless of how remote. Based on the evaluation referred to above, our Chief Executive Officer and Chief Financial Officer concluded that the design and operation of our disclosure controls and procedures are effective as of September 30, 2018 to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission, and such information is accumulated and communicated to management as appropriate to allow timely decisions regarding disclosure. There has been no change in our internal control over financial reporting during the quarter ended September 30, 2018 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II**OTHER INFORMATION****Item 1. LEGAL PROCEEDINGS**

For information regarding ongoing investigations and litigation, see Note 5 to our unaudited condensed consolidated financial statements in Part I of this report, which we incorporate by reference into this Item.

Item 1A. RISK FACTORS

In addition to the other information in this report, the other factors presented in Item 1A Risk Factors in our 2017 10-K are some of the factors that could materially affect our business, financial condition or future results. There have been no material changes to our risk factors from those disclosed in our 2017 10-K.

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

Since November 2012, we have periodically announced that our Board of Directors has authorized share repurchase programs. The following table provides information on our purchases of equity securities during the quarter ended September 30, 2018. Any shares purchased that were not part of a publicly announced plan or program are related to repurchases of common stock pursuant to the provisions of employee benefit plans that permit the repurchase of shares to satisfy statutory tax withholding obligations.

Period	Total number of shares purchased ⁽¹⁾	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs	Approximate dollar value of shares that may yet be purchased under the plans or programs (in millions) ⁽²⁾
July 1, 2018 - July 31, 2018	12,799	\$ 62.47	—	\$ 150.0
August 1, 2018 - August 31, 2018	537,566	\$ 63.02	537,304	\$ 116.1
September 1, 2018 - September 30, 2018	462,696	\$ 61.98	462,696	\$ 87.5
Total	<u>1,013,061</u>	<u>\$ 62.54</u>	<u>1,000,000</u>	

(1) Includes 12,799 and 262 shares repurchased during July and August, respectively, pursuant to the provisions of employee benefit plans that permit the repurchase of shares to satisfy statutory tax withholding obligations.

(2) On February 27, 2017, we announced that our Board of Directors authorized us to repurchase an indeterminate number of shares of our common stock at an aggregate market value of up to \$150 million during a three-year period that expires on February 24, 2020. On November 6, 2018, our Board of Directors authorized us to repurchase an indeterminate number of shares of our common stock at an aggregate market value of up to \$250 million during a three-year period that expires on November 6, 2021. The November 2018 authorization was in addition to the share repurchase amount authorized in February 2017.

Item 5. OTHER INFORMATION

On November 6, 2018, the Company amended its Amended and Restated Bylaws (the "Bylaws") to incorporate an immaterial modification to the director and officer resignation provision. This description is qualified in its entirety by reference to, and should be read in conjunction with, the full text of the Bylaws, as amended and restated, a copy of which is attached hereto as Exhibit 3.3 and is incorporated herein by reference.

Item 6. EXHIBITS

<u>Exhibit Number</u>	<u>Description</u>
2.1	Master Separation Agreement dated as of July 2, 2010 between McDermott International, Inc. and the Company (incorporated by reference to Exhibit 2.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2010 (File No. 1-34658)).
2.2	Master Separation Agreement, dated as of June 8, 2015, between the Company and Babcock & Wilcox Enterprises, Inc. (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on June 9, 2015 (File No. 1-34658)).
3.1	Restated Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2010 (File No. 1-34658)).
3.2	Certificate of Amendment to Restated Certificate of Incorporation dated June 30, 2015 (incorporated by reference to Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2015 (File No. 1-34658)).
3.3	Amended and Restated Bylaws.
4.1	Indenture, dated May 24, 2018, among BWX Technologies, Inc., each of the guarantors party thereto and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC on May 24, 2018 (File No. 1-34658)).
4.2	Form of 5.375% Senior Note Due 2026 (included in Exhibit 4.1) (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed with the SEC on May 24, 2018 (File No. 1-34658)).
31.1	Rule 13a-14(a)/15d-14(a) certification of Chief Executive Officer.
31.2	Rule 13a-14(a)/15d-14(a) certification of Chief Financial Officer.
32.1	Section 1350 certification of Chief Executive Officer.
32.2	Section 1350 certification of Chief Financial Officer.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document

* Management contract or compensatory plan or arrangement.

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 thereunto duly authorized.

BWX TECHNOLOGIES, INC.

By: /s/ David S. Black
David S. Black
Senior Vice President and Chief Financial Officer
(Principal Financial Officer and Duly Authorized
Representative)

By: /s/ Jason S. Kerr
Jason S. Kerr
Vice President and Chief Accounting Officer
(Principal Accounting Officer and Duly Authorized
Representative)

November 6, 2018

AMENDED AND RESTATED BYLAWS
OF
BWX TECHNOLOGIES, INC.

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AMENDED AND RESTATED
BYLAWS
OF
BWX TECHNOLOGIES, INC.

EFFECTIVE AS OF JULY 1, 2015; AMENDED AS OF NOVEMBER 6, 2018

The Board of Directors of BWX Technologies, Inc. (the “Corporation”) by resolution has duly adopted these Amended and Restated Bylaws (these “Bylaws”) to govern the Corporation’s internal affairs.

ARTICLE I
STOCKHOLDERS

Section 1.1 *Annual Meetings.* If required by applicable law, the Corporation will hold an annual meeting of the holders of its capital stock (each, a “Stockholder”) for the election of directors of the Corporation (each, a “Director”) at such date, time and place as the Board of Directors of the Corporation (the “Board”) by resolution may designate from time to time. The Corporation may transact any other business, or act on any proposal, at an annual meeting which has properly come before that meeting in accordance with Sections 1.10 or 2.10.

Section 1.2 *Special Meetings.* Any of the following may call special meetings of Stockholders for any purpose or purposes at any time and designate the date, time and place of any such meeting: (i) either the Executive Chairman of the Board (the “Executive Chairman”) or the Chairman of the Board (the “Chairman”), whichever position is filled at the time; and (ii) the Board pursuant to a resolution that at least a majority of the total number of Directors approves by an affirmative vote. Except as the restated certificate of incorporation of the Corporation (as amended from time to time and including each certificate of designation, if any, respecting any class or series of preferred stock of the Corporation which has been executed, acknowledged and filed in accordance with applicable law, the “Certificate of Incorporation”) or applicable law otherwise provides, no other Person or Persons may call a special meeting of Stockholders. Business transacted at any special meeting of Stockholders shall be limited to the purposes stated in the notice.

Section 1.3 *Notice of Meetings.* By or at the direction of the Executive Chairman or Chairman, the chief executive officer of the Corporation (the “CEO”) or the secretary of the Corporation (the “Secretary”) whenever Stockholders are to take any action at a meeting, the Corporation will give a notice of that meeting to the Stockholders entitled to vote at that meeting which states the place, date, the means of remote communications, if any, by which Stockholders and proxy holders may be deemed to be present in person and vote at the meeting, and hour of that meeting and, in the case of a special meeting, the purpose or purposes for which that meeting is called. Unless the Certificate of Incorporation, these Bylaws or applicable law otherwise provides, the Corporation will give the notice of any meeting of Stockholders not less than ten nor more than 60 days before the date of that meeting. Written notice may be given personally, by mail or by a form of electronic transmission consented to by the Stockholder to whom the notice is given, to the fullest extent allowed under the General Corporation Law of the State of Delaware or any successor statute (the “DGCL”). Notice of any meeting of Stockholders need not be given to any Stockholder (a) if waived by such Stockholder in writing in accordance with Section 7.6 or (b) to whom (i) notice of two consecutive annual meetings, and all notices of meetings or of the taking of action by written consent without a meeting to such person during the period between such two consecutive annual meetings, or (ii) all, and at least two, payments (if sent by first-class mail) of dividends or interest on securities during a 12-month period, in either case (i) or (ii) above, have been mailed

addressed to such person at such person's address as shown on the records of the Corporation and have been returned undeliverable; provided, however, that the exception in (b)(i) shall not be applicable to any notice returned as undeliverable if the notice was given by electronic transmission. If any person to whom notice need not be given in accordance with clause (b) of the immediately preceding sentence shall deliver to the Corporation a written notice setting forth such person's then current address, the requirement that notice be given to such person shall be reinstated. Attendance at a meeting of the Stockholders shall constitute a waiver of notice of such meeting, except when a Stockholder attends a meeting for the express purpose of objecting (and so expresses such objection at the beginning of the meeting) to the transaction of any business on the ground that the meeting has not been called or convened in accordance with applicable law, the Certificate of Incorporation or these Bylaws.

Section 1.4 *Fixing Date for Determination of Stockholders of Record.*

(a) *Registered Holders as Owners.* Unless otherwise provided under Delaware law, the Corporation may regard the person in whose name any shares issued by the Corporation are registered in the stock transfer records of the Corporation at any particular time (including, without limitation, as of a record date fixed pursuant to paragraph (b) of this Section 1.4) as the owner of those shares at that time for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, exercising rights of dissent with respect to those shares, entering into agreements with respect to those shares, or giving proxies with respect to those shares; and neither the Corporation nor any of its officers, Directors, employees or agents shall be liable for regarding that person as the owner of those shares at that time for any of those purposes.

(b) *Record Date.* In order that the Corporation may determine the Stockholders entitled to notice of or to vote at any meeting of Stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board by resolution may fix a record date, which record date: (i) must not precede the date on which the Board adopts that resolution; (ii) in the case of a determination of Stockholders entitled to vote at any meeting of Stockholders or adjournment thereof, will, unless applicable law otherwise requires, not be more than 60 nor less than ten days before the date of that meeting; and (iii) in the case of any other action, will not be more than 60 days prior to that other action. If the Board does not fix a record date: (i) the record date for determining Stockholders entitled to notice of or to vote at a meeting of Stockholders will be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived in accordance with Section 7.6 of these Bylaws, at the close of business on the day next preceding the day on which the meeting is held; and (ii) the record date for determining Stockholders for any other purpose will be at the close of business on the day on which the Board adopts the resolution relating thereto. A determination of Stockholders of record entitled to notice of or to vote at a meeting of Stockholders will apply to any adjournment of that meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

Section 1.5 *List of Stockholders Entitled To Vote.* The Secretary will prepare and make, at least ten days before each meeting of Stockholders, a list of the Stockholders entitled to vote at that meeting which complies with the requirements of Section 219 of the DGCL as in effect at that time.

Section 1.6 *Adjournments.* Any meeting of Stockholders, annual or special, may be adjourned from time to time by the Executive Chairman, Chairman or presiding officer of the meeting or by the Stockholders or their proxies in attendance to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any

business it might have transacted at the original meeting. If the adjournment is for more than 30 days, or if after the adjournment the Board fixes a new record date for the adjourned meeting, the Corporation will give, in accordance with Section 1.3, notice of the adjourned meeting to each Stockholder of record and entitled to vote at the adjourned meeting.

Section 1.7 *Quorum.* Except as the Certificate of Incorporation, these Bylaws or applicable law otherwise provides: (i) at each meeting of Stockholders the presence in person or by proxy of the holders of shares of stock having a majority of the votes the holders of all outstanding shares of capital stock of the Corporation entitled to vote at the meeting could cast will be necessary and sufficient to constitute a quorum; and (ii) the holders of capital stock of the Corporation so present and entitled to vote at any duly convened meeting at which the necessary quorum has been ascertained may continue to transact business until that meeting adjourns notwithstanding any withdrawal from that meeting of shares of capital stock counted in determining the existence of that quorum. Any shares subject to “broker non-votes” shall be considered present at the meeting with respect to the determination of a quorum but shall not be considered as votes cast with respect to matters as to which no authority is granted. In the absence of a quorum, the Executive Chairman, Chairman or presiding officer of the meeting or the Stockholders so present may, by majority vote, adjourn the meeting from time to time in the manner Section 1.6 provides until a quorum attends. Shares of its own capital stock belonging to the Corporation or to another corporation, limited liability company, partnership or other entity (each, an “Entity”), if the Corporation, directly or indirectly, holds a majority of the shares entitled to vote in the election of directors (or the equivalent) of that other Entity, will be neither entitled to vote nor counted for quorum purposes; provided, however, that the foregoing will not limit the right of the Corporation to vote shares of capital stock, including but not limited to its own capital stock, it holds in a fiduciary capacity.

Section 1.8 *Organization.* Either the Executive Chairman or Chairman will chair and preside over any meeting of Stockholders at which he or she is present. The Board will designate the chairman and presiding officer over any meeting of Stockholders from which the Executive Chairman or Chairman is absent. In the absence of such designation by the Board, the chairman of the meeting will be chosen at the meeting. The Secretary will act as secretary of meetings of Stockholders, but in his or her absence from any such meeting the chairman of that meeting may appoint any person to act as secretary of that meeting. The chairman of any meeting of Stockholders will announce at that meeting the date and time of the opening and the closing of the polls for each matter on which the Stockholders will vote at that meeting.

Section 1.9 *Voting by Stockholders.*

(a) *Voting on Matters Other than the Election of Directors.* With respect to any matters as to which no other voting requirement is specified by the DGCL, the Certificate of Incorporation or these Bylaws, the affirmative vote required for Stockholder action shall be that of a majority of the shares present in person or represented by proxy at the meeting and entitled to vote on the matter. Any shares subject to broker non-votes shall not be considered as shares entitled to vote as to matters with respect to which no authority has been granted. In the case of a matter submitted for a vote of the Stockholders as to which a Stockholder approval requirement is applicable under the Stockholder approval policy of any stock exchange or quotation system on which the capital stock of the Corporation is traded or quoted, the requirements (to the extent applicable to the Corporation) of Rule 16b-3 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or any provision of the Internal Revenue Code, in each case for which no higher voting requirement is specified by the DGCL, the Certificate of Incorporation or these Bylaws, the vote required for approval shall be the requisite vote specified in such Stockholder approval policy, Rule 16b-3 or Internal Revenue Code provision, as the case may be (or the highest such requirement if more than one is applicable). For the approval or ratification of the appointment of

independent public accountants (if submitted for a vote of the Stockholders), the vote required for approval shall be a majority of the votes cast on the matter. For this purpose, abstentions shall not be considered as votes cast.

(b) *Voting in the Election of Directors.* Unless otherwise provided in the Certificate of Incorporation, Directors shall be elected by a plurality of the votes cast by the holders of outstanding shares of capital stock of the Corporation entitled to vote in the election of Directors at a meeting of Stockholders at which a quorum is present.

Section 1.10 *Stockholder Proposals.* (a) At an annual meeting of Stockholders, only such business shall be conducted, and only such proposals shall be acted upon, as shall have been properly brought before such annual meeting. To be properly brought before an annual meeting, business or proposals (other than any nomination of Directors, which is governed by Section 2.10 hereof) must (i) be specified in the notice relating to the meeting (or any supplement thereto) given by or at the direction of the Board in accordance with Section 1.3 hereof or (ii) be properly brought before the meeting by a Stockholder who (A) is a Stockholder of record at the time of the giving of such Stockholder's notice provided for in this Section 1.10 and on the record date for the determination of Stockholders entitled to vote at such annual meeting, (B) is entitled to vote at the annual meeting and (C) complies with the requirements of this Section 1.10, and must otherwise be proper subjects for Stockholder action and be properly introduced at the annual meeting. Clause (ii) of the immediately preceding sentence shall be the exclusive means for a Stockholder to submit business or proposals (other than matters properly brought under Rule 14a-8 under the Exchange Act, to the extent such rule is applicable to the Corporation, and included in the notice relating to the meeting (or any supplement thereto) given by or at the direction of the Board in accordance with Section 1.3 hereof) before an annual meeting of Stockholders. For a proposal to be properly brought before an annual meeting by a Stockholder pursuant to these provisions, in addition to any other applicable requirements, such Stockholder must have given timely advance notice thereof in writing to the Secretary. To be timely, such Stockholder's notice must be delivered to, or mailed and received at, the principal executive offices of the Corporation not later than the close of business on the 90th day and not earlier than the close of business on the 120th day prior to the first anniversary of the annual meeting date of the next preceding annual meeting; *provided, however*, that if the scheduled annual meeting date differs from such anniversary date by more than 30 days, notice by such Stockholder, to be timely, must be so delivered or received not earlier than the close of business on the 75th day and not later than the close of business on the later of the 45th day prior to the date of such annual meeting or, if less than 100 days' prior notice or public disclosure of the scheduled meeting date is given or made, the tenth day following the earlier of the day on which the notice of such meeting was mailed to Stockholders or the day on which such public disclosure was made. In no event shall any adjournment, postponement or deferral of an annual meeting or the announcement thereof commence a new time period for the giving of a Stockholder's notice as described above.

(a) Any such Stockholder's notice to the Secretary shall set forth as to each matter such Stockholder proposes to bring before the annual meeting: (i) a description of the proposal desired to be brought before the meeting and the reasons for conducting such business at the meeting, together with the text of the proposal or business (including the text of any resolutions proposed for consideration); (ii) as to such Stockholder proposing such business and the beneficial owner, if any, on whose behalf the proposal is made, (A) the name and address of such Stockholder, as they appear on the Corporation's books, and of such beneficial owner, if any, and the name and address of any other Stockholders known by such Stockholder to be supporting such business or proposal, (B) (1) the class or series and number of shares of capital stock of the Corporation which are, directly or indirectly, owned beneficially and of record by such Stockholder and such beneficial owner, (2) any option, warrant, convertible security, stock appreciation right or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a

price related to any class or series of shares of capital stock of the Corporation or with a value derived in whole or in part from the price, value or volatility of any class or series of shares of capital stock of the Corporation or any derivative or synthetic arrangement having characteristics of a long position in any class or series of shares of capital stock of the Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Corporation or otherwise (a “Derivative Instrument”) directly or indirectly owned beneficially by such Stockholder and by such beneficial owner and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of capital stock of the Corporation, (3) any proxy, contract, arrangement, understanding or relationship the effect or intent of which is to increase or decrease the voting power of such Stockholder or beneficial owner with respect to any shares of any security of the Corporation, (4) any pledge by such Stockholder or beneficial owner of any security of the Corporation or any short interest of such Stockholder or beneficial owner in any security of the Corporation (for purposes of this Section 1.10 and Section 2.10, a person shall be deemed to have a short interest in a security if such person directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security), (5) any rights to dividends on the shares of capital stock of the Corporation owned beneficially by such Stockholder and by such beneficial owner that are separated or separable from the underlying shares of capital stock of the Corporation, (6) any proportionate interest in shares of capital stock of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such Stockholder or beneficial owner is a general partner or, directly or indirectly, beneficially owns an interest in a general partner and (7) any performance-related fees (other than an asset-based fee) that such Stockholder or beneficial owner is entitled to based on any increase or decrease in the value of shares of capital stock of the Corporation or Derivative Instruments, if any, as of the date of such notice, including, without limitation, for purposes of clauses (B)(1) through (B)(7) above, any of the foregoing held by members of such Stockholder’s or beneficial owner’s immediate family sharing the same household (which information shall be supplemented by such Stockholder and beneficial owner, if any, not later than ten days after the record date for the meeting to disclose such ownership as of the record date), and (C) any other information relating to such Stockholder and beneficial owner, if any, that would be required to be disclosed in solicitations of proxies for the proposal, or would otherwise be required, in each case pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder; (iii) any material interest of such Stockholder and beneficial owner, if any, in such business or proposal; and (iv) a description of all agreements, arrangements and understandings between such Stockholder and beneficial owner, if any, and any other person or persons (including their names) in connection with such business or proposal by such Stockholder.

(b) A Stockholder providing notice of business proposed to be brought before an annual meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 1.10 shall be true and correct as of the record date for the meeting and as of the date that is ten business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received at, the principal executive offices of the Corporation not later than five business days after the record date for the meeting (in the case of the update and supplement required to be made as of the record date), and not later than eight business days prior to the date for the meeting and, if practicable (or, if not practicable, on the first practicable date prior to), any adjournment or postponement thereof (in the case of the update and supplement required to be made as of ten business days prior to the meeting or any adjournment or postponement thereof). In addition, a Stockholder providing notice of business proposed to be brought before an annual meeting shall update and supplement such notice, and deliver such update and supplement to the principal executive offices of the Corporation, promptly following the occurrence

of any event that materially changes the information provided or required to be provided in such notice pursuant to this Section 1.10.

(c) Either the Executive Chairman or Chairman or, if the Executive Chairman or Chairman is not presiding, the presiding officer of the meeting of Stockholders shall determine whether the requirements of this Section 1.10 have been met with respect to any Stockholder proposal. If the Executive Chairman, Chairman or the presiding officer determines that any Stockholder proposal was not made in accordance with the terms of this Section 1.10, he or she shall so declare at the meeting and any such proposal shall not be acted upon at the meeting.

(d) At a special meeting of Stockholders, only such business shall be conducted, and only such proposals shall be acted upon, as shall have been properly brought before such special meeting. To be properly brought before such a special meeting, business or proposals (other than any nomination of Directors, which is governed by Section 2.10 hereof) must (i) be specified in the notice relating to the meeting (or any supplement thereto) given by or at the direction of the Board of Directors in accordance with Section 1.3 hereof or (ii) constitute matters incident to the conduct of the meeting as the Executive Chairman, Chairman or the presiding officer of the meeting shall determine to be appropriate.

(e) In addition to the foregoing provisions of this Section 1.10, a Stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder, to the extent such requirements apply to the Corporation, with respect to the matters set forth in this Section 1.10. Nothing in this Section 1.10 shall be deemed to affect any rights of Stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act, to the extent such rule applies to the Corporation.

Section 1.11 *Proxies.* Each Stockholder entitled to vote at a meeting of Stockholders may authorize another person or persons to act for such Stockholder by proxy. Proxies for use at any meeting of Stockholders shall be filed with the Secretary, or such other officer as the Board may from time to time determine by resolution to act as secretary of the meeting, before or at the time of the meeting. All proxies shall be received and taken charge of and all ballots shall be received and canvassed by the secretary of the meeting, who shall decide all questions relating to the qualification of voters, the validity of the proxies and the acceptance or rejection of votes, unless an inspector or inspectors shall have been appointed by the Executive Chairman, Chairman or presiding officer of the meeting, in which event such inspector or inspectors shall decide all such questions.

Section 1.12 *Conduct of Meetings.* The Board may adopt by resolution such rules and regulations for the conduct of meetings of Stockholders as it deems appropriate. Except to the extent inconsistent with those rules and regulations, if any, the Executive Chairman, Chairman or presiding officer of any meeting of Stockholders will have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of the Executive Chairman, Chairman or presiding officer, are appropriate for the proper conduct of that meeting. Such rules, regulations or procedures whether adopted by the Board or prescribed by the Executive Chairman, Chairman or presiding officer of the meeting may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) the determination of when the polls shall open and close for any given matter to be voted on at the meeting; (iii) rules and procedures for maintaining order at the meeting and the safety of those present; (iv) limitations on attendance at or participation in the meeting to Stockholders of record, their duly authorized and constituted proxies or such other persons as the Executive Chairman, Chairman or presiding officer of the meeting may determine; (v) restrictions on entry to the meeting after the time fixed for the commencement thereof; (vi) limitations on the time allotted to questions or comments by participants; and (vii) policies and procedures with respect to the adjournment of such meetings. Except to the extent the Board, the Executive

Chairman, the Chairman or presiding officer of any meeting otherwise prescribes, no rules or parliamentary procedure will govern any meeting of Stockholders.

ARTICLE II BOARD OF DIRECTORS

Section 2.1 *Powers, Number, Classification and Vacancies.*

(a) *Powers of the Board of Directors.* The powers of the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed by or under the direction of, the Board. In addition to the authority and powers conferred upon the Board by the DGCL, the Certificate of Incorporation or these Bylaws, the Board is hereby authorized and empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject to the provisions of the DGCL, the Certificate of Incorporation and these Bylaws; provided, however, that no Bylaw of the Corporation hereafter adopted, nor any amendment thereto, shall invalidate any prior act of the Board that would have been valid if such Bylaw or amendment thereto had not been adopted.

(b) *Management.* Except as otherwise provided by the Certificate of Incorporation or these Bylaws or to the extent prohibited by Delaware law, the Board shall have the right (which, to the extent exercised, shall be exclusive) to establish the rights, powers, duties, rules and procedures that (i) from time to time shall govern the Board, including, without limiting the generality of the foregoing, the vote required for any action by the Board and (ii) from time to time shall affect the directors' power to manage the business and affairs of the Corporation. No Bylaw of the Corporation shall be adopted by the Stockholders that shall impair or impede the implementation of this Section 2.1(b).

(c) *Number of Directors.* Within the limits specified in the Certificate of Incorporation, and subject to such rights of holders of shares of one or more outstanding series of preferred stock of the Corporation to elect one or more Directors under circumstances as shall be provided by or pursuant to the Certificate of Incorporation, the number of Directors that shall constitute the whole Board shall be fixed from time to time exclusively by, and may be increased or decreased from time to time exclusively by, the affirmative vote of at least a majority of the Directors then in office.

(d) *Classification.* As provided in the Certificate of Incorporation, the directors, other than those who may be elected by the holders of any outstanding series of preferred stock of the Corporation, shall be divided into three classes as nearly equal in size as is practicable: Class I, Class II and Class III. At each annual election, the directors chosen to succeed those whose terms then expire shall be of the same class as the directors they succeed, unless, by reason of any intervening changes in the authorized number of directors, the Board shall have designated one or more directorships whose term then expires as directorships of another class in order more nearly to achieve equality of number of directors among the classes. In the event of any change in the authorized number of directors, each director then continuing to serve as such shall nevertheless continue as a director of the class of which he or she is a member until the expiration of his or her current term, or his or her prior death, resignation or removal in accordance with the Certificate of Incorporation and these Bylaws.

(e) *Vacancies.* Unless otherwise provided by or pursuant to the Certificate of Incorporation, newly created directorships resulting from any increase in the number of Directors and any vacancies on the Board resulting from death, resignation, removal or other cause in accordance with the Certificate of Incorporation and these Bylaws may be filled only by the affirmative vote of at least a majority of the remaining Directors then in office, even if such remaining Directors constitute less than a quorum of the Board, or by a sole remaining Director. Any person who becomes a Director in accordance

with the preceding sentence shall hold office for the remainder of the full term of the class of directors in which the new directorship was created or the vacancy occurred and until such Director's successor shall have been duly elected and qualified or until his or her earlier death, resignation or removal. Unless otherwise provided by or pursuant to the Certificate of Incorporation, no decrease in the number of Directors constituting the Board shall shorten the term of any incumbent Director.

Section 2.2 *Regular Meetings.* The Board will hold its regular meetings at such places within or without the State of Delaware, on such dates and at such times as the Board by resolution may determine from time to time, and any such resolution will constitute due notice to all Directors of the regular meeting or meetings to which it relates. By notice pursuant to Section 2.7, the Executive Chairman, Chairman or a majority of the Board may change the place, date or time of any regular meeting of the Board.

Section 2.3 *Special Meetings.* The Board will hold a special meeting at any place within or without the State of Delaware or time whenever the Executive Chairman, Chairman or a majority of the Board by resolution calls that meeting by notice pursuant to Section 2.7.

Section 2.4 *Telephonic Meetings.* Members of the Board may hold and participate in any Board meeting by means of conference telephone or other communications equipment that permits all persons participating in the meeting to hear each other, and participation of any Director in a meeting pursuant to this Section 2.4 will constitute the presence in person of that Director at that meeting for purposes of these Bylaws, except in the case of a Director who so participates only for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting has not been called or convened in accordance with applicable law or these Bylaws.

Section 2.5 *Organization.* Either the Executive Chairman or Chairman will chair and preside over meetings of the Board at which he or she is present. A majority of the Directors present at any meeting of the Board from which the Executive Chairman or Chairman is absent will designate one of their number as chairman over that meeting. The Secretary will act as secretary of meetings of the Board, but in his or her absence from any such meeting the chairman of that meeting may appoint any person to act as secretary of that meeting.

Section 2.6 *Order of Business.* The Board will transact business at its meetings in such order as the Executive Chairman, Chairman or the Board by resolution will determine.

Section 2.7 *Notice of Meetings.* To call a special meeting of the Board, the Executive Chairman, Chairman or a majority of the Board must give a timely notice to each Director of the time and place of, and the general nature of the business the Board will transact at, all special meetings of the Board. To change the time or place of any regular meeting of the Board, the Executive Chairman, Chairman or a majority of the Board must give a timely notice to each Director of that change. To be timely, any notice this Section 2.7 requires must be delivered to each Director personally or by mail, facsimile, e-mail or other communication at least one day before the meeting to which it relates; provided, however, that notice of any meeting of the Board need not be given to any Director who waives the requirement of that notice (whether after that meeting or otherwise) or is present at that meeting.

Section 2.8 *Quorum; Vote Required for Action.* At all meetings of the Board, the presence in person of a majority of the total number of Directors then in office will constitute a quorum for the transaction of business, and the participation by a Director in any meeting of the Board will constitute that Director's presence in person at that meeting unless that Director expressly limits that participation to objecting, at the beginning of the meeting, to the transaction of any business at that meeting on the ground that the meeting has not been called or convened in accordance with applicable law

or these Bylaws. Except in cases in which the Certificate of Incorporation or these Bylaws otherwise provide, the vote of a majority of the Directors present at a meeting at which a quorum is present will be the act of the Board.

Section 2.9 *Board Action by Unanimous Written Consent in Lieu of Meeting.* Unless the Certificate of Incorporation or these Bylaws otherwise provides, the Board may, without a meeting, prior notice or a vote, take any action it must or may take at any meeting, if all members of the Board consent thereto in writing or electronic transmission, and the written consents or electronic transmissions are filed with the minutes of proceedings of the Board that the Secretary is to keep.

Section 2.10 *Nomination of Directors; Qualifications.*

(a) Subject to such rights of holders of shares of one or more outstanding series of preferred stock of the Corporation to elect one or more Directors under circumstances as shall be provided by or pursuant to the Certificate of Incorporation, only persons who are nominated in accordance with the procedures set forth in this Section 2.10 shall be eligible for election as, and to serve as, Directors. Nominations of persons for election to the Board may be made only at a meeting of the Stockholders at which Directors are to be elected, and only (i) by or at the direction of the Board or (ii) (if but only if the Board has determined that directors shall be elected at such meeting) by any Stockholder who is a Stockholder of record at the time of the giving of such Stockholder's notice provided for in this Section 2.10 and on the record date for the determination of Stockholders entitled to vote at such meeting, who is entitled to vote at such meeting in the election of Directors and who complies with the requirements of this Section 2.10. Clause (ii) of the immediately preceding sentence shall be the exclusive means for a Stockholder to make any nomination of a person or persons for election as a Director at an annual meeting or special meeting. Any such nomination by a Stockholder shall be preceded by timely advance notice in writing to the Secretary pursuant to this Section 2.10.

To be timely with respect to an annual meeting, such Stockholder's notice must be delivered to, or mailed and received at, the principal executive offices of the Corporation not earlier than the close of business on the 120th day and not later than the close of business on the 90th day prior to the first anniversary of the annual meeting date of the next preceding annual meeting; *provided, however,* that (1) if the scheduled annual meeting date differs from such anniversary date by more than 30 days, notice by such Stockholder, to be timely, must be so delivered or received not earlier than the close of business on the 75th day and not later than the close of business on the later of the 45th day prior to the date of such annual meeting or, if less than 100 days' prior notice or public disclosure of the scheduled meeting date is given or made, the tenth day following the earlier of the day on which the notice of such meeting was mailed to Stockholders or the day on which such public disclosure was made; and (2) if the number of directors to be elected to the Board at such annual meeting is increased and there is no prior notice or public disclosure by the Corporation naming all of the nominees for director or specifying the size of the increased Board at least 100 days prior to such anniversary date, a Stockholder's notice required by this Section 2.10 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the principal executive offices of the Corporation not later than the close of business on the tenth day following the earlier of the day on which the notice of such meeting was mailed to Stockholders or the day on which such public disclosure was made. To be timely with respect to a special meeting, such Stockholder's notice must be delivered to, or mailed and received at, the principal executive offices of the Corporation not earlier than the close of business on the 75th day and not later than the close of business on the 45th day prior to the scheduled special meeting date; *provided, however,* that if less than 100 days' prior notice or public disclosure of the scheduled meeting date is given or made, notice by such Stockholder, to be timely, must be so delivered or received not later than the close of business on the tenth day following the earlier of the day on which the notice of

such meeting was mailed to Stockholders or the day on which such public disclosure was made. In no event shall any adjournment, postponement or deferral of an annual meeting or special meeting or the announcement thereof commence a new time period for the giving of a Stockholder's notice as described above.

Any such Stockholder's notice to the Secretary shall set forth (i) as to each person whom such Stockholder proposes to nominate for election or re-election as a Director, (A) the name, age, business address and residence address of such person, (B) the principal occupation or employment of such person, (C) any other information relating to such person that would be required to be disclosed in solicitations of proxies for election of Directors in a contested election, or would otherwise be required, in each case pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder (including, without limitation, the written consent of such person to having such person's name placed in nomination at the meeting and to serve as a Director if elected), and (D) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among such Stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination is made, and their respective affiliates and associates, or others acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K if such Stockholder and such beneficial owner, or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant; and (ii) as to such Stockholder giving the notice, the beneficial owner, if any, on whose behalf the nomination is made and the proposed nominee, (A) the name and address of such Stockholder, as they appear on the Corporation's books, and of such beneficial owner, if any, and the name and address of any other Stockholders known by such Stockholder to be supporting such nomination, (B) (1) the class or series and number of shares of capital stock of the Corporation which are, directly or indirectly, owned beneficially and of record by such Stockholder, such beneficial owner and such nominee, (2) any Derivative Instrument directly or indirectly owned beneficially by such Stockholder, such beneficial owner and such nominee and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of capital stock of the Corporation, (3) any proxy, contract, arrangement, understanding or relationship the effect or intent of which is to increase or decrease the voting power of such Stockholder, beneficial owner or nominee with respect to any shares of any security of the Corporation, (4) any pledge by such Stockholder, beneficial owner or nominee of any security of the Corporation or any short interest of such Stockholder, beneficial owner or nominee in any security of the Corporation, (5) any rights to dividends on the shares of capital stock of the Corporation owned beneficially by such Stockholder, beneficial owner and nominee that are separated or separable from the underlying shares of capital stock of the Corporation, (6) any proportionate interest in shares of capital stock of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such Stockholder, beneficial owner or nominee is a general partner or, directly or indirectly, beneficially owns an interest in a general partner and (7) any performance-related fees (other than an asset-based fee) that such Stockholder, beneficial owner or nominee is entitled to based on any increase or decrease in the value of shares of capital stock of the Corporation or Derivative Instruments, if any, as of the date of such notice, including, without limitation, for purposes of clauses (B)(1) through (B)(7) above, any of the foregoing held by members of such Stockholder's, beneficial owner's or nominee's immediate family sharing the same household (which information shall be supplemented by such Stockholder, beneficial owner, if any, and nominee not later than ten days after the record date for the meeting to disclose such ownership as of the record date), and (C) any other information relating to such Stockholder, beneficial owner, if any, and nominee that would be required to be disclosed in solicitations of proxies for election of

Directors in a contested election, or would otherwise be required, in each case pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Any such Stockholder's notice to the Secretary shall also include or be accompanied by, with respect to each nominee for election or reelection to the Board, a completed and signed questionnaire, representation and agreement required by Section 2.10(c). The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as an independent Director or that could be material to a reasonable Stockholder's understanding of the independence, or lack thereof, of such nominee.

(b) A Stockholder providing notice of any nomination proposed to be made at a meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to Section 2.10(a) shall be true and correct as of the record date for the meeting and as of the date that is ten business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received at, the principal executive offices of the Corporation not later than five business days after the record date for the meeting (in the case of the update and supplement required to be made as of the record date), and not later than eight business days prior to the date for the meeting and, if practicable (or, if not practicable, on the first practicable date prior to), any adjournment or postponement thereof (in the case of the update and supplement required to be made as of ten business days prior to the meeting or any adjournment or postponement thereof). In addition, a Stockholder providing notice of any nomination proposed to be made at a meeting shall update and supplement such notice, and deliver such update and supplement to the principal executive offices of the Corporation promptly following the occurrence of any event that materially changes the information provided or required to be provided in such notice pursuant to this Section 2.10.

(c) To be eligible to be a nominee for election or reelection as a Director, a person must deliver (in accordance with the time periods prescribed for delivery of notice under Section 2.10(a)) to the Secretary at the principal executive offices of the Corporation a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be in the form provided by the Secretary upon written request) and a written representation and agreement (in the form provided by the Secretary upon written request) that such person (A) is not and will not become a party to (1) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a Director, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation or (2) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a Director, with such person's fiduciary duties under applicable law, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a Director that has not been disclosed therein, and (C) in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a Director, and will comply with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation.

(d) The Executive Chairman or Chairman or, if he or she is not presiding, the presiding officer of the meeting of Stockholders shall determine whether the requirements of this Section 2.10 have been met with respect to any nomination or purported nomination. If the Executive Chairman, Chairman or the presiding officer determines that any purported nomination was not made in accordance with the requirements of this Section 2.10, he or she shall so declare at the meeting and the defective nomination shall be disregarded. In addition to the foregoing provisions of this Section 2.10, a Stockholder shall also

comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder, to the extent such requirements apply to the Corporation, with respect to the matters set forth in this Section 2.10.

(e) No person shall be nominated to stand for election or re-election to the Company's Board of Directors if such person will have served as a Director for 10 years prior to the date of election or re-election. Any Director elected or re-elected who attains 10 years of service as a Director during a term to which he or she was elected or re-elected shall continue to serve as a Director until the first annual meeting of stockholders immediately following his or her attainment of 10 years of service as a Director, at which time said Director shall be deemed to have resigned and retired from the Board of Directors. Determination of the term limits established by this Bylaw provision shall commence on the effective date of this amended and restated Bylaw provision, which is July 1, 2015.

(f) Directors need not be residents of the State of Delaware or Stockholders.

Section 2.11 *Compensation.* Unless otherwise restricted by law, the Board shall have the authority to fix the compensation of the Directors. The Directors may be paid their expenses, if any, of attendance at each meeting of the Board and may be paid a fixed sum for attendance at each meeting of the Board or paid a stated salary or paid other compensation as Director. No such payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may also be paid their expenses, if any, of and allowed compensation for attending committee meetings.

ARTICLE III BOARD COMMITTEES

Section 3.1 *Board Committees.* (a) The Board may designate one or more Board committees consisting of one or more of the Directors. The Board may designate one or more Directors as alternate members of any Board committee, who may replace any absent or disqualified member at any meeting of that committee. The member or members present at any meeting of any Board committee and not disqualified from voting at that meeting may, whether or not constituting a quorum, unanimously appoint another Director to act at that meeting in the place of any member of that committee who is absent from or disqualified to vote at that meeting.

(a) The Board by resolution may change the membership of any Board committee at any time and fill vacancies on any of those committees. A majority of the members of any Board committee will constitute a quorum for the transaction of business by that committee unless the Board by resolution requires a greater number for that purpose. The Board by resolution may elect a chairman of any Board committee. The election or appointment of any Director to a Board committee will not create any contract rights of that Director, and the Board's removal of any member of any Board committee will not prejudice any contract rights that member otherwise may have.

(b) Each other Board committee the Board may designate pursuant to Section 3.1(a) will, subject to applicable provisions of law, have and may exercise all the powers and authorities of the Board to the extent the Board resolution designating that committee so provides.

Section 3.2 *Board Committee Rules.* Unless the Board otherwise provides, each Board committee may make, alter and repeal rules for the conduct of its business. In the absence of those rules, each Board committee will conduct its business in the same manner as the Board conducts its business pursuant to Article II.

ARTICLE IV
OFFICERS

Section 4.1 *Designation.* The officers of the Corporation will consist of a CEO, president, Secretary, treasurer and such senior or other vice presidents, assistant secretaries, assistant treasurers and other officers as the Board may elect or appoint from time to time. Any number of offices of the Corporation may be held by the same person. The Board may also elect or appoint an Executive Chairman from among its directors to serve as an officer of the Corporation. If no Executive Chairman is elected or appointed, the Board shall elect or appoint from among the directors a person to act as Chairman who shall not be deemed to be an officer of the Corporation unless he or she has otherwise been elected or appointed as such.

Section 4.2 *Executive Chairman.* The Executive Chairman, if one shall have been elected or appointed, shall exercise such powers and perform such duties as shall be determined from time to time by resolution of the Board, including, but not limited to, sharing with the CEO responsibility for strategic planning, collaborating with the CEO on major initiatives, assisting the CEO and other senior officers in matters relating to communications and relationships with the Corporation's constituents, and generally serving as a resource for the CEO.

Section 4.3 *CEO.* The CEO will, subject to the control of the Board: (i) have general supervision and control of the affairs, business, operations and properties of the Corporation; (ii) see that all orders and resolutions of the Board are carried into effect; and (iii) have the power to appoint and remove all subordinate officers, employees and agents of the Corporation, except for those the Board elects or appoints. The CEO also will perform such other duties and may exercise such other powers as generally pertain to his or her office or these Bylaws or the Board by resolution assigns to him or her from time to time.

Section 4.4 *Powers and Duties of Other Officers.* The other officers of the Corporation will have such powers and duties in the management of the Corporation as the Board by resolution may prescribe and, except to the extent so prescribed, as generally pertain to their respective offices, subject to the control of the Board. The Board may require any officer, agent or employee to give security for the faithful performance of his or her duties.

Section 4.5 *Vacancies.* Whenever any vacancies shall occur in any office by death, resignation, increase in the number of offices of the Corporation, or otherwise, the same shall be filled by the Board, and the officer so elected shall hold office until such officer's successor is elected or appointed or until his or her earlier death, resignation or removal.

Section 4.6 *Removal.* Any officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract, common law and statutory rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 4.7 *Action with Respect to Securities of Other Corporations.* Unless otherwise directed by the Board, the Executive Chairman, the Chairman, the CEO, the president, any vice president and the treasurer of the Corporation shall each have power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders of or with respect to any action of security holders of any other corporation in which the Corporation may hold securities and otherwise to exercise any and all rights and powers which the Corporation may possess by reason of its ownership of securities in such other corporation.

ARTICLE V
CAPITAL STOCK

Section 5.1 *Uncertificated Shares.* Shares of capital stock of the Corporation will be uncertificated. Ownership of such shares shall be evidenced by book entry notation on the stock transfer records of the Corporation.

Section 5.2 *Transfer of Shares.* The Corporation may act as its own transfer agent and registrar for shares of its capital stock or use the services of one or more transfer agents and registrars as the Board by resolution may appoint from time to time. Shares shall be transferred on the stock transfer records of the Corporation only upon the written instructions originated by the holders thereof or by their duly authorized attorneys or legal representatives.

Section 5.3 *Ownership of Shares.* The Corporation will be entitled to treat the holder of record of any share or shares of its capital stock as the holder in fact thereof and, accordingly, will not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it has express or other notice thereof, except as the applicable laws of the State of Delaware otherwise provide.

Section 5.4 *Regulations Regarding Shares.* The Board will have the power and authority to make all such rules and regulations as it may deem expedient concerning the issue, transfer and registration or the replacement of shares of capital stock of the Corporation.

ARTICLE VI
INDEMNIFICATION

Section 6.1 *General.* The Corporation shall, to the fullest extent permitted by applicable law in effect on the date of effectiveness of these Bylaws, and to such greater extent as applicable law may thereafter permit, indemnify and hold each Indemnitee (as this and all other capitalized words used in this Article VI not previously defined in these Bylaws are defined in Section 6.15 hereof) harmless from and against any and all losses, liabilities, costs, claims, damages and, subject to Section 6.2, Expenses arising out of any event or occurrence related to the fact that Indemnitee is or was a Director or an officer of the Corporation or is or was serving in another Corporate Status.

Section 6.2 *Expenses.* If Indemnitee is, by reason of his or her Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, he or she shall be indemnified against all Expenses actually and reasonably incurred by him or her or on his or her behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to any Matter in such Proceeding, the Corporation shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or her or on his or her behalf relating to such Matter. The termination of any Matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such Matter. To the extent that the Indemnitee is, by reason of his or her Corporate Status, a witness in any Proceeding, he or she shall be indemnified against all Expenses actually and reasonably incurred by him or her or on his or her behalf in connection therewith.

Section 6.3 *Advances.* In the event of any threatened or pending Proceeding in which Indemnitee is a party or is involved and that may give rise to a right of indemnification under this Article VI, following written request to the Corporation by Indemnitee, the Corporation shall promptly pay to Indemnitee amounts to cover Expenses reasonably incurred by Indemnitee in such Proceeding in advance of its final disposition upon the receipt by the Corporation of (i) a written undertaking executed by or on behalf of Indemnitee providing that Indemnitee will repay the advance if it shall ultimately be determined

that Indemnitee is not entitled to be indemnified by the Corporation as provided in this Article VI and (ii) satisfactory evidence as to the amount of such Expenses.

Section 6.4 *Request for Indemnification.* To obtain indemnification, Indemnitee shall submit to the Secretary a written claim or request. Such written claim or request shall contain sufficient information to reasonably inform the Corporation about the nature and extent of the indemnification or advance sought by Indemnitee. The Secretary shall promptly advise the Board of such request.

Section 6.5 *Determination of Entitlement; No Change of Control.* If there has been no Change of Control at or before the time the request for indemnification is submitted, Indemnitee's entitlement to indemnification shall be determined in accordance with Section 145(d) of the DGCL. If entitlement to indemnification is to be determined by Independent Counsel, the Corporation shall furnish notice to Indemnitee, within ten days after receipt of the request for indemnification, specifying the identity and address of Independent Counsel. The Indemnitee may, within 14 days after receipt of such written notice, deliver to the Corporation a written objection to such selection. Such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of Independent Counsel and the objection shall set forth with particularity the factual basis for such assertion. If there is an objection to the selection of Independent Counsel, either the Corporation or Indemnitee may petition the Court for a determination that the objection is without a reasonable basis or for the appointment of Independent Counsel selected by the Court.

Section 6.6 *Determination of Entitlement; Change of Control.* If there has been a Change of Control at or before the time the request for indemnification is submitted, Indemnitee's entitlement to indemnification shall be determined in a written opinion by Independent Counsel selected by Indemnitee. Indemnitee shall give the Corporation written notice advising of the identity and address of the Independent Counsel so selected. The Corporation may, within 14 days after receipt of such written notice of selection, deliver to the Indemnitee a written objection to such selection. Indemnitee may, within 14 days after the receipt of such objection from the Corporation, submit the name of another Independent Counsel and the Corporation may, within seven days after receipt of such written notice, deliver to the Indemnitee a written objection to such selection. Any objections referred to in this Section 6.6 may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of Independent Counsel and such objection shall set forth with particularity the factual basis for such assertion. Indemnitee may petition the Court for a determination that the Corporation's objection to the first or second selection of Independent Counsel is without a reasonable basis or for the appointment of Independent Counsel of a person selected by the Court.

Section 6.7 *Procedures of Independent Counsel.* If a Change of Control shall have occurred before the request for indemnification is sent by Indemnitee, Indemnitee shall be presumed (except as otherwise expressly provided in this Article VI) to be entitled to indemnification upon submission of a request for indemnification in accordance with Section 6.4 hereof, and thereafter the Corporation shall have the burden of proof to overcome the presumption in reaching a determination contrary to the presumption. The presumption shall be used by Independent Counsel as a basis for a determination of entitlement to indemnification unless the Corporation provides information sufficient to overcome such presumption by clear and convincing evidence or the investigation, review and analysis of Independent Counsel convinces him or her by clear and convincing evidence that the presumption should not apply.

Except in the event that the determination of entitlement to indemnification is to be made by Independent Counsel, if the person or persons empowered under Section 6.5 or 6.6 hereof to determine entitlement to indemnification shall not have made and furnished to Indemnitee in writing a determination within 60 days after receipt by the Corporation of the request therefor, the requisite determination of

pursuant to this Section 6.9 shall be conducted in all respects as a *de novo* trial on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. If a Change of Control shall have occurred, in any judicial proceeding commenced pursuant to this Section 6.9, the Corporation shall have the burden of proving that Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be. If a determination shall have been made or is deemed to have been made that Indemnitee is entitled to indemnification, the Corporation shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 6.9, or otherwise, unless Indemnitee knowingly misrepresented a material fact in connection with the request for indemnification, or such indemnification is prohibited by law.

The Corporation shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 6.9 that the procedures and presumptions of this Article VI are not valid, binding and enforceable. If the Indemnitee, pursuant to this Section 6.9, seeks a judicial adjudication to enforce his or her rights under, or to recover damages for breach of, this Article VI, and if he or she prevails therein, then Indemnitee shall be entitled to recover from the Corporation, and shall be indemnified by the Corporation against, any and all Expenses actually and reasonably incurred by him or her in such judicial adjudication. If it shall be determined in such judicial adjudication that Indemnitee is entitled to receive part but not all of the indemnification or advancement of Expenses sought, then the Expenses incurred by Indemnitee in connection with such judicial adjudication or arbitration shall be prorated.

Section 6.10 *Participation by the Corporation.* With respect to any Proceeding: (a) the Corporation will be entitled to participate therein at its own expense; (b) except as otherwise provided below, to the extent that it may wish, the Corporation (jointly with any other indemnifying party similarly notified) will be entitled to assume the defense thereof, with counsel reasonably satisfactory to Indemnitee; and (c) the Corporation shall not be liable to indemnify Indemnitee under this Article VI for any amounts paid in settlement of any action or claim effected without its written consent, which consent shall not be unreasonably withheld. After receipt of notice from the Corporation to Indemnitee of the Corporation's election to assume the defense thereof, the Corporation will not be liable to Indemnitee under this Article VI for any legal or other expenses subsequently incurred by Indemnitee in connection with the defense thereof other than as otherwise provided below. Indemnitee shall have the right to employ his or her own counsel in such action, suit, proceeding or investigation but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of Indemnitee unless the employment of counsel by Indemnitee has been authorized by the Corporation, or Indemnitee shall have reasonably concluded that there is a conflict of interest between the Corporation and Indemnitee in the conduct of the defense of such action, or the Corporation shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel employed by Indemnitee shall be subject to indemnification pursuant to the terms of this Article VI. The Corporation shall not be entitled to assume the defense of any Proceeding brought in the name of or on behalf of the Corporation or as to which Indemnitee shall have reasonably concluded that there is a conflict of interest between the Corporation and Indemnitee in the conduct of the defense of such action. The Corporation shall not settle any action or claim in any manner which would impose any limitation or unindemnified penalty on Indemnitee without Indemnitee's written consent, which consent shall not be unreasonably withheld.

Section 6.11 *Nonexclusivity of Rights.* The rights of indemnification and advancement of Expenses as provided by this Article VI shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled to under applicable law, the Certificate of Incorporation, these Bylaws, any agreement, a vote of Stockholders or a resolution of directors, or otherwise. No amendment, alteration or repeal of this Article VI or any provision hereof shall be effective as to any Indemnitee for acts, events and circumstances that occurred, in whole or in part, before such amendment, alteration or

repeal. The provisions of this Article VI shall be binding upon the Corporation, its successors and assigns and shall continue as to an Indemnitee whose Corporate Status has ceased for any reason and shall inure to the benefit of his or her heirs, executors, administrators or personal representatives. Neither the provisions of this Article VI nor those of any agreement to which the Corporation is a party shall be deemed to preclude the indemnification of any person who is not specified in this Article VI as having the right to receive indemnification or is not a party to any such agreement, but whom the Corporation has the power or obligation to indemnify under the provisions of the DGCL.

Section 6.12 *Insurance and Subrogation.* The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under applicable law.

The Corporation shall not be liable under this Article VI to make any payment of amounts otherwise indemnifiable hereunder if, but only to the extent that, Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

In the event of any payment hereunder, the Corporation shall be subrogated to the extent of such payment to all the rights of recovery of Indemnitee, who shall execute all papers required and take all action reasonably requested by the Corporation to secure such rights, including execution of such documents as are necessary to enable the Corporation to bring suit to enforce such rights.

Section 6.13 *Severability.* If any provision or provisions of this Article VI shall be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby; and, to the fullest extent possible, the provisions of this Article VI shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

Section 6.14 *Certain Actions Where Indemnification Is Not Provided.* Notwithstanding any other provision of this Article VI, no person shall be entitled to indemnification or advancement of Expenses under this Article VI with respect to any Proceeding, or any Matter therein, brought or made by such person against the Corporation.

Section 6.15 *Definitions.* For purposes of this Article VI:

“Change of Control” means a change in control of the Corporation after the date Indemnitee acquired his or her Corporate Status, which shall be deemed to have occurred in any one of the following circumstances occurring after such date: (i) there shall have occurred an event that is or would be required to be reported with respect to the Corporation in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar schedule or form) promulgated under the Exchange Act, if the Corporation is or were subject to such reporting requirement; (ii) any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) shall have become the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Corporation representing 40% or more of the combined voting power of the Corporation’s then outstanding voting securities without prior approval of at least two-thirds of the members of the Board in office immediately prior to such person’s attaining such percentage interest; (iii) the Corporation is a party to a merger, consolidation, sale of assets or other reorganization, or a proxy contest, as a consequence of which members of the Board in office immediately prior to such transaction or event constitute less than a majority of the Board thereafter; or (iv) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board (including, for this purpose, any new director whose

election or nomination for election by the Stockholders was approved by a vote of at least two-thirds of the Directors then still in office who were directors at the beginning of such period) cease for any reason to constitute at least a majority of the Board.

“Corporate Status” describes the status of an individual as a director, officer or other designated legal representative of the Corporation or of any predecessor of the Corporation, or as a director, officer or other designated legal representative of any other corporation, partnership, limited liability company, association, joint venture, trust, employee benefit plan or other enterprise for which an individual is or was serving as a director, officer or other designated legal representative at the request of the Corporation.

“Court” means the Court of Chancery of the State of Delaware or any other court of competent jurisdiction.

“Expenses” shall include all reasonable attorneys’ fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness in a Proceeding.

“Indemnitee” includes any person who is, or is threatened to be made, a witness in or a party to any Proceeding by reason of his or her Corporate Status.

“Independent Counsel” means a law firm, or a member of a law firm, that is experienced in matters of corporate law and neither presently is, nor in the five years previous to his, her or its selection or appointment has been, retained to represent: (i) the Corporation or Indemnitee in any matter material to either such party or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder.

“Matter” is a claim, a material issue or a substantial request for relief.

“Proceeding” includes any action, suit, arbitration, alternate dispute resolution mechanism, investigation, administrative hearing or any other proceeding, whether civil, criminal, administrative or investigative, except one initiated by an Indemnitee pursuant to Section 6.9 hereof to enforce his or her rights under this Article VI.

Section 6.16 *Notices.* Promptly after receipt by Indemnitee of notice of the commencement of any Proceeding, Indemnitee shall, if he or she anticipates or contemplates making a claim for Expenses or an advance pursuant to the terms of this Article VI, notify the Corporation of the commencement of such Proceeding; *provided, however,* that any delay in so notifying the Corporation shall not constitute a waiver or release by Indemnitee of rights hereunder and that any omission by Indemnitee to so notify the Corporation shall not relieve the Corporation from any liability that it may have to Indemnitee otherwise than under this Article VI. Any communication required or permitted to the Corporation shall be addressed to the Secretary and any such communication to Indemnitee shall be addressed to Indemnitee’s address as shown on the Corporation’s records unless he or she specifies otherwise and shall be personally delivered, delivered by U.S. Mail, or delivered by commercial express overnight delivery service. Any such notice shall be effective upon receipt.

Section 6.17 *Contractual Rights.* The right to be indemnified or to the advancement or reimbursement of Expenses (i) is a contract right based upon good and valuable consideration, pursuant to which Indemnitee may sue as if these provisions were set forth in a separate written contract between Indemnitee and the Corporation, (ii) is and is intended to be retroactive and shall be available as to events

occurring prior to the adoption of these provisions and (iii) shall continue after any rescission or restrictive modification of such provisions as to events occurring prior thereto.

Section 6.18 *Indemnification of Employees, Agents and Fiduciaries.* The Corporation, by adoption of a resolution of the Board of Directors, may indemnify and advance expenses to a person who is an employee, agent or fiduciary of the Corporation including any such person who is or was serving at the request of the Corporation as a director, officer, employee, agent or fiduciary of any other corporation, partnership, joint venture, limited liability company, trust, employee benefit plan or other enterprise to the same extent and subject to the same conditions (or to such lesser extent and/or with such other conditions as the Board of Directors may determine) under which it may indemnify and advance expenses to an Indemnitee under this Article VI.

ARTICLE VII MISCELLANEOUS

Section 7.1 *Fiscal Year.* The fiscal year of the Corporation shall end on the 31st day of December of each year or as otherwise provided by a resolution adopted by the Board.

Section 7.2 *Seal.* The corporate seal will have the name of the Corporation inscribed thereon and will be in such form as the Board by resolution may approve from time to time.

Section 7.3 *Interested Directors; Quorum.* No contract or transaction between the Corporation and one or more of its Directors or officers, or between the Corporation and any other Entity in which one or more of its Directors or officers are Directors or officers (or hold equivalent offices or positions), or have a financial interest, will be void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or Board committee which authorizes the contract or transaction, or solely because his, her or their votes are counted for that purpose, if: (i) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the Board committee, and the Board or Board committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or (ii) the material facts as to the Director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of those Stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board, a Board committee or the Stockholders. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a Board committee which authorizes the contract or transaction.

Section 7.4 *Form of Records.* Any records the Corporation maintains in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time.

Section 7.5 *Bylaw Amendments.* The Board has the power to adopt, amend and repeal from time to time the Bylaws of the Corporation. Any adoption, amendment or repeal of the Bylaws of the Corporation by the Board shall require the approval of at least a majority of the Directors then in office. The Stockholders shall also have the power to adopt, amend or repeal the Bylaws of the Corporation at any annual meeting before which such matter has been properly brought in accordance with Sections 1.1 and 1.10 hereof, or at any special meeting if notice of the proposed amendment is contained in the notice of said special meeting; provided, however, that, in addition to any vote of the

holders of any class or series of capital stock of the Corporation required by law or by the Certificate of Incorporation, the affirmative vote of the holders of at least eighty percent (80%) of the voting power of the then issued and outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to adopt, amend or repeal any provision of the Bylaws of the Corporation.

Section 7.6 *Notices; Waiver of Notice.* Whenever any notice is required to be given to any Stockholder, Director or member of any Board committee under the provisions of the DGCL, the Certificate of Incorporation or these Bylaws, that notice will be deemed to be sufficient if given (i) by telegraphic, facsimile, electronic mail, cable, wireless transmission or other electronic transmission or (ii) by deposit of the same in the United States mail, with postage paid thereon, addressed to the person entitled thereto at his or her address as it appears in the records of the Corporation, and that notice shall be deemed to have been given on the day of such transmission or mailing, as the case may be.

Whenever any notice is required to be given to any Stockholder or Director under the provisions of the DGCL, the Certificate of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to that notice or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, will be equivalent to the giving of that notice. Attendance of a person at a meeting will constitute a waiver of notice of that meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Stockholders, the Board or any Board committee need be specified in any written waiver of notice or any waiver by electronic transmission unless the Certificate of Incorporation or these Bylaws so require.

Section 7.7 *Resignations.* Any resignation by a Director or officer of the Corporation shall be made in writing.

Section 7.8 *Books, Reports and Records.* The Corporation shall keep books and records of account and shall keep minutes of the proceedings of the Stockholders, the Board and each committee of the Board. Each Director and each member of any committee designated by the Board shall, in the performance of his or her duties, be fully protected in relying in good faith on the books of account or other records of the Corporation and on information, opinions, reports or statements presented to him or her or to the Corporation by any of the Corporation's officers, employees or other Directors, or committees of the Board, or by any other person as to matters the Director or member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or behalf of the Corporation.

Section 7.9 *Facsimile Signatures.* In addition to the provisions for the use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of either the Executive Chairman or Chairman, any other Director, or any officer or officers of the Corporation may be used whenever and as authorized by the Board.

Section 7.10 *Certain Definitional Provisions.* (a) When used in these Bylaws, the words "herein," "hereof" and "hereunder" and words of similar import refer to these Bylaws as a whole and not to any provision of these Bylaws, and the words "Article" and "Section" refer to Articles and Sections of these Bylaws unless otherwise specified.

(a) Whenever the context so requires, the singular number includes the plural and vice versa, and a reference to one gender includes the other gender and the neuter.

(b) The word “including” (and, with correlative meaning, the word “include”) means including, without limiting the generality of any description preceding that word, and the words “shall” and “will” are used interchangeably and have the same meaning.

Section 7.11 *Captions.* Captions to Articles and Sections of these Bylaws are included for convenience of reference only, and these captions do not constitute a part hereof for any other purpose or in any way affect the meaning or construction of any provision hereof.

Section 7.12 *Forum for Adjudication of Disputes.* Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director or officer or other employee of the Corporation to the Corporation or the Corporation’s stockholders, (iii) any action asserting a claim against the Corporation or any director or officer or other employee of the Corporation arising pursuant to any provision of the DGCL or the Corporation’s Certificate of Incorporation or Bylaws (as either may be amended from time to time), or (iv) any action asserting a claim against the Corporation or any director or officer or other employee of the Corporation governed by the internal affairs doctrine shall be a state court located within the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware).

CERTIFICATION

I, Rex D. Geveden, certify that:

1. I have reviewed this quarterly report on Form 10-Q of BWX Technologies, Inc. for the quarterly period ended September 30, 2018;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 6, 2018

/s/ Rex D. Geveden

Rex D. Geveden

President and Chief Executive Officer

CERTIFICATION

I, David S. Black, certify that:

1. I have reviewed this quarterly report on Form 10-Q of BWX Technologies, Inc. for the quarterly period ended September 30, 2018;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 6, 2018

/s/ David S. Black

David S. Black

Senior Vice President and Chief Financial Officer

BWX TECHNOLOGIES, INC.

Certification Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002
(Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code)

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), I, Rex D. Geveden, President and Chief Executive Officer of BWX Technologies, Inc., a Delaware corporation (the "Company"), hereby certify, to my knowledge, that:

- (1) the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2018 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 6, 2018

/s/ Rex D. Geveden

Rex D. Geveden

President and Chief Executive Officer

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.

BWX TECHNOLOGIES, INC.

Certification Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002
(Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code)

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), I, David S. Black, Senior Vice President and Chief Financial Officer of BWX Technologies, Inc., a Delaware corporation (the "Company"), hereby certify, to my knowledge, that:

- (1) the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2018 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 6, 2018

/s/ David S. Black

David S. Black

Senior Vice President and Chief Financial Officer

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.