UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON D.C. 20549

FORM 10-Q

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

For the quarterly period ended June 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 number 1-812

UNITED TECHNOLOGIES CORPORATION

DELAWARE **06-0570975**

10 Farm Springs Road, Farmington, Connecticut 06032
(860) 728-7000

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

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

Indicate by check mark 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	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐
		Emerging growth company	☐

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

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

At June 30, 2018 there were 800,093,285 shares of Common Stock outstanding.

UNITED TECHNOLOGIES CORPORATION
AND SUBSIDIARIES

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Quarter Ended June 30, 2018

United Technologies Corporation and its subsidiaries' names, abbreviations thereof, logos, and product and service designators are all either the registered or unregistered trademarks or tradenames of United Technologies Corporation and its subsidiaries. Names, abbreviations of names, logos, and products and service designators of other companies are either the registered or unregistered trademarks or tradenames of their respective owners. As used herein, the terms "we," "us," "our," "the Company," or "UTC," unless the context otherwise requires, mean United Technologies Corporation and its subsidiaries. References to internet web sites in this Form 10-Q are provided for convenience only. Information available through these web sites is not incorporated by reference into this Form 10-Q.

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PART I – FINANCIAL INFORMATION

Item 1. Financial Statements

UNITED TECHNOLOGIES CORPORATION
AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS
(Unaudited)

(dollars in millions, except per share amounts)	Quarter Ended June 30, 2018	Quarter Ended June 30, 2017
Net Sales:		
Product sales	$ 11,520	$ 10,661
Service sales	5,185	4,619
	16,705	15,280
Costs and Expenses:		
Cost of products sold	9,154	7,957
Cost of services sold	3,268	3,207
Research and development	589	619
Selling, general and administrative	1,759	1,590
	14,770	13,373
Other income, net	941	257
Operating profit	2,876	2,164
Non-service pension (benefit)	(192)	(126)
Interest expense, net	234	226
Income from operations before income taxes	2,834	2,064
Income tax expense	695	532
Net income from operations	2,139	1,532
Less: Noncontrolling interest in subsidiaries' earnings from operations	91	93
Net income attributable to common shareowners	**$ 2,048**	**$ 1,439**
Earnings Per Share of Common Stock - Basic:		
Net income attributable to common shareowners	$ 2.59	$ 1.83
Earnings Per Share of Common Stock - Diluted:		
Net income attributable to common shareowners	$ 2.56	$ 1.80

See accompanying Notes to Condensed Consolidated Financial Statements

UNITED TECHNOLOGIES CORPORATION
AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS
(Unaudited)

	Six Months Ended June 30,	
(dollars in millions, except per share amounts)	**2018**	**2017**
Net Sales:		
Product sales	$ 21,778	$ 20,298
Service sales	10,169	8,797
	31,947	29,095
Costs and Expenses:		
Cost of products sold	17,170	15,268
Cost of services sold	6,532	6,032
Research and development	1,143	1,205
Selling, general and administrative	3,470	3,127
	28,315	25,632
Other income, net	1,172	845
Operating profit	4,804	4,308
Non-service pension (benefit)	(383)	(249)
Interest expense, net	463	439
Income from operations before income taxes	4,724	4,118
Income tax expense	1,217	1,118
Net income from operations	3,507	3,000
Less: Noncontrolling interest in subsidiaries' earnings from operations	162	175
Net income attributable to common shareowners	**$ 3,345**	**$ 2,825**
Earnings Per Share of Common Stock - Basic:		
Net income attributable to common shareowners	$ 4.23	$ 3.57
Earnings Per Share of Common Stock - Diluted:		
Net income attributable to common shareowners	$ 4.18	$ 3.53

See accompanying Notes to Condensed Consolidated Financial Statements

UNITED TECHNOLOGIES CORPORATION
AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME
(Unaudited)

(dollars in millions)	Quarter Ended June 30, 2018	Quarter Ended June 30, 2017	Six Months Ended June 30, 2018	Six Months Ended June 30, 2017
Net income	$ 2,139	$ 1,532	$ 3,507	$ 3,000
Other comprehensive income (loss), net of tax (expense) benefit:				
Foreign currency translation adjustments				
Foreign currency translation adjustments arising during period	(602)	249	(193)	395
Less: Reclassification adjustments for gain on sale of an investment in a foreign entity recognized in Other income, net	(3)	—	(3)	—
	(605)	249	(196)	395
Tax (expense) benefit	(74)	—	56	—
	(679)	249	(140)	395
Pension and postretirement benefit plans				
Pension and postretirement benefit plans adjustments during the period	18	(5)	26	(4)
Amortization of actuarial loss and prior service credit	88	132	176	263
	106	127	202	259
Tax expense	(26)	(47)	(49)	(96)
	80	80	153	163
Unrealized loss on available-for-sale securities				
Unrealized holding gain (loss) arising during period	—	30	—	(2)
Reclassification adjustments for loss included in Other income, net	—	(24)	—	(407)
ASU 2016-01 adoption impact	—	—	(5)	—
	—	6	(5)	(409)
Tax (expense) benefit	—	(2)	—	156
	—	4	(5)	(253)
Change in unrealized cash flow hedging				
Unrealized cash flow hedging (loss) gain arising during period	(245)	66	(200)	130
(Gain) loss reclassified into Product sales	(1)	5	(28)	10
	(246)	71	(228)	140
Tax benefit (expense)	60	(17)	56	(32)
	(186)	54	(172)	108
Other comprehensive (loss) income, net of tax	(785)	387	(164)	413
Comprehensive income	1,354	1,919	3,343	3,413
Less: Comprehensive income attributable to noncontrolling interest	(53)	(111)	(157)	(218)
Comprehensive income attributable to common shareowners	$ 1,301	$ 1,808	$ 3,186	$ 3,195

See accompanying Notes to Condensed Consolidated Financial Statements

UNITED TECHNOLOGIES CORPORATION
AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEET
(Unaudited)

(dollars in millions)	June 30, 2018	December 31, 2017
Assets		
Cash and cash equivalents	$ 11,068	$ 8,985
Accounts receivable, net	11,973	12,595
Contract assets, current	3,273	—
Inventories and contracts in progress, net	8,979	9,881
Other assets, current	1,263	1,397
Total Current Assets	36,556	32,858
Customer financing assets	2,763	2,372
Future income tax benefits	1,626	1,723
Fixed assets	21,597	21,364
Less: Accumulated depreciation	(11,482)	(11,178)
Fixed assets, net	10,115	10,186
Goodwill	27,699	27,910
Intangible assets, net	15,739	15,883
Other assets	7,071	5,988
Total Assets	$ 101,569	$ 96,920
Liabilities and Equity		
Short-term borrowings	$ 985	$ 392
Accounts payable	9,623	9,579
Accrued liabilities	8,730	12,316
Contract liabilities, current	5,652	—
Long-term debt currently due	78	2,104
Total Current Liabilities	25,068	24,391
Long-term debt	27,246	24,989
Future pension and postretirement benefit obligations	2,589	3,036
Other long-term liabilities	13,190	12,952
Total Liabilities	68,093	65,368
Commitments and contingent liabilities (Note 15)		
Redeemable noncontrolling interest	130	131
Shareowners' Equity:		
Common Stock	17,747	17,574
Treasury Stock	(35,645)	(35,596)
Retained earnings	57,027	55,242
Unearned ESOP shares	(81)	(85)
Accumulated other comprehensive loss	(7,684)	(7,525)
Total Shareowners' Equity	31,364	29,610
Noncontrolling interest	1,982	1,811
Total Equity	33,346	31,421
Total Liabilities and Equity	$ 101,569	$ 96,920

See accompanying Notes to Condensed Consolidated Financial Statements

**UNITED TECHNOLOGIES CORPORATION
AND SUBSIDIARIES**

CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS
(Unaudited)

(dollars in millions)	Six Months Ended June 30, 2018	2017
Operating Activities:		
Net income from operations	$ 3,507	$ 3,000
Adjustments to reconcile net income from operations to net cash flows provided by operating activities:		
Depreciation and amortization	1,173	1,039
Deferred income tax provision	45	502
Stock compensation cost	117	96
Gain on sale of Taylor Company	(795)	—
Change in:		
Accounts receivable	(1,661)	(951)
Contract assets, current	(617)	—
Inventories and contracts in progress	(962)	(1,066)
Other current assets	301	27
Accounts payable and accrued liabilities	2,010	1,436
Contract liabilities, current	440	—
Global pension contributions	(59)	(79)
Canadian government settlement	(221)	(246)
Other operating activities, net	(723)	(619)
Net cash flows provided by operating activities	2,555	3,139
Investing Activities:		
Capital expenditures	(709)	(771)
Investments in businesses	(134)	(168)
Dispositions of businesses	1,094	19
Proceeds from sale of investments in Watsco, Inc.	—	596
Increase in customer financing assets, net	(344)	(240)
Increase in collaboration intangible assets	(181)	(195)
Receipts (payments) from settlements of derivative contracts	82	(294)
Other investing activities, net	(46)	63
Net cash flows used in investing activities	(238)	(990)
Financing Activities:		
Issuance of long-term debt	2,429	4,013
Repayment of long-term debt	(2,092)	(1,611)
Increase in short-term borrowings, net	642	32
Proceeds from Common Stock issued under employee stock plans	6	22
Dividends paid on Common Stock	(1,070)	(1,008)
Repurchase of Common Stock	(52)	(1,370)
Other financing activities, net	(74)	(130)
Net cash flows used in financing activities	(211)	(52)
Effect of foreign exchange rate changes on cash and cash equivalents	(18)	95
Net increase in cash, cash equivalents and restricted cash	2,088	2,192
Cash, cash equivalents and restricted cash, beginning of year	9,018	7,189
Cash, cash equivalents and restricted cash, end of period	11,106	9,381
Less: Restricted cash, included in Other assets	38	36
Cash and cash equivalents, end of period	$ 11,068	$ 9,345

See accompanying Notes to Condensed Consolidated Financial Statements

UNITED TECHNOLOGIES CORPORATION
AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

The Condensed Consolidated Financial Statements at June 30, 2018 and for the quarter and six months ended June 30, 2018 and 2017 are unaudited, but in the opinion of management include all adjustments (consisting only of normal recurring adjustments) necessary for a fair statement of the results for the interim periods. The results reported in these Condensed Consolidated Financial Statements should not necessarily be taken as indicative of results that may be expected for the entire year. The financial information included herein should be read in conjunction with the financial statements and notes in our Annual Report to Shareowners (2017 Annual Report) incorporated by reference in our Annual Report on Form 10-K for calendar year 2017 (2017 Form 10-K).

Note 1: Acquisitions, Dispositions, Goodwill and Other Intangible Assets

Business Acquisitions and Dispositions. During the six months ended June 30, 2018, our investment in business acquisitions was $134 million, and primarily consisted of an acquisition at Pratt & Whitney. On June 21, 2018, UTC Climate, Controls & Security completed its sale of Taylor Company for proceeds of $1.0 billion resulting in a pre-tax gain of $795 million ($588 million after tax).

On September 4, 2017, we announced that we had entered into a merger agreement with Rockwell Collins, Inc. (Rockwell Collins), under which we agreed to acquire Rockwell Collins. Under the terms of the merger agreement, each Rockwell Collins shareowner will receive $93.33 per share in cash and a fraction of a share of UTC common stock equal to the quotient obtained by dividing $46.67 by the average of the volume-weighted average prices per share of UTC common stock on the NYSE on each of the 20 consecutive trading days ending with the trading day immediately prior to the closing date, (the “UTC Stock Price”), subject to adjustment based on a two-way collar mechanism as described below (the “Stock Consideration”). The cash and UTC stock payable in exchange for each such share of Rockwell Collins common stock are collectively the “Merger Consideration.” The fraction of a share of UTC common stock into which each such share of Rockwell Collins common stock will be converted is the “Exchange Ratio.” The Exchange Ratio will be determined based upon the UTC Stock Price. If the UTC Stock Price is greater than $107.01 but less than $124.37, the Exchange Ratio will be equal to the quotient of (i) $46.67 divided by (ii) the UTC Stock Price, which, in each case, will result in the Stock Consideration having a value equal to $46.67. If the UTC Stock Price is less than or equal to $107.01 or greater than or equal to $124.37, then a two-way collar mechanism will apply, pursuant to which, (x) if the UTC Stock Price is greater than or equal to $124.37, the Exchange Ratio will be fixed at 0.37525 and the value of the Stock Consideration will be greater than $46.67, and (y) if the UTC Stock Price is less than or equal to $107.01, the Exchange Ratio will be fixed at 0.43613 and the value of the Stock Consideration will be less than $46.67. On January 11, 2018, the merger was approved by Rockwell Collins' shareowners. We currently expect that the merger will be completed in the third quarter of 2018, subject to customary closing conditions, including the receipt of required regulatory approvals.

We anticipate that approximately $15 billion will be required to pay the aggregate cash portion of the Merger Consideration. We expect to fund the cash portion of the Merger Consideration through debt issuances and cash on hand. Additionally, we have entered into a $6.5 billion 364-day unsecured bridge loan credit agreement that would be funded only to the extent certain anticipated debt issuances are not completed prior to the completion of the merger. We expect to assume approximately $7 billion of Rockwell Collins' outstanding debt upon completion of the merger.

Goodwill. Changes in our goodwill balances for the six months ended June 30, 2018 were as follows:

(dollars in millions)	Balance as of January 1, 2018	Goodwill Resulting from Business Combinations	Foreign Currency Translation and Other	Balance as of June 30, 2018
Otis	$ 1,737	$ 5	$ (34)	$ 1,708
UTC Climate, Controls & Security	10,009	1	(211)	9,799
Pratt & Whitney	1,511	57	(3)	1,565
UTC Aerospace Systems	14,650	—	(26)	14,624
Total Segments	27,907	63	(274)	27,696
Eliminations and other	3	—	—	3
Total	$ 27,910	$ 63	$ (274)	$ 27,699

The $274 million net reduction in goodwill within Foreign Currency Translation and Other includes a $150 million reduction of goodwill attributable to UTC Climate, Controls & Security's sale of Taylor Company.

Intangible Assets. Identifiable intangible assets are comprised of the following:

(dollars in millions)	June 30, 2018 Gross Amount	June 30, 2018 Accumulated Amortization	December 31, 2017 Gross Amount	December 31, 2017 Accumulated Amortization
Amortized:				
Service portfolios	$ 2,187	$ (1,588)	$ 2,178	$ (1,534)
Patents and trademarks	364	(226)	399	(233)
Collaboration intangible assets	4,294	(510)	4,109	(384)
Customer relationships and other	13,425	(4,281)	13,352	(4,100)
	20,270	(6,605)	20,038	(6,251)
Unamortized:				
Trademarks and other	2,074	—	2,096	—
Total	$ 22,344	$ (6,605)	$ 22,134	$ (6,251)

Customer relationship intangible assets include payments made to our customers to secure certain contractual rights. Such payments are capitalized when distinct rights are obtained and sufficient incremental cash flows to support the recoverability of the assets have been established. Otherwise, the applicable portion of the payments are expensed. We amortize these intangible assets based on the underlying pattern of economic benefit, which may result in an amortization method other than straight-line. In the aerospace industry, amortization based on the pattern of economic benefit generally results in lower amortization expense during the development period with amortization expense increasing as programs enter full production and aftermarket cycles. If a pattern of economic benefit cannot be reliably determined, a straight-line amortization method is used. We classify amortization of such payments as a reduction of sales. The collaboration intangible assets are amortized based upon the pattern of economic benefits as represented by the underlying cash flows.

Amortization of intangible assets for the quarter and six months ended June 30, 2018 was $232 million and $455 million, respectively, compared with $210 million and $415 million for the same periods of 2017. The following is the expected amortization of intangible assets for the years 2018 through 2023, which reflects the pattern of expected economic benefit on certain aerospace intangible assets.

(dollars in millions)	Remaining 2018	2019	2020	2021	2022	2023
Amortization expense	$ 457	$ 873	$ 874	$ 899	$ 896	$ 918

Note 2: Revenue Recognition

ASU 2014-09 and its related amendments (collectively, the New Revenue Standard) are effective for reporting periods beginning after December 15, 2017, and interim periods therein. We adopted the New Revenue Standard effective January 1, 2018 and elected the modified retrospective approach. The results for periods before 2018 were not adjusted for the new standard and the cumulative effect of the change in accounting was recognized through retained earnings at the date of adoption.

Revenue Recognition Accounting Policy Summary. We account for revenue in accordance with Accounting Standards Codification (ASC) Topic 606: *Revenue from Contracts with Customers*. Under Topic 606, a performance obligation is a promise in a contract with a customer to transfer a distinct good or service to the customer. Some of our contracts with customers contain a single performance obligation, while others contain multiple performance obligations most commonly when a contract spans multiple phases of the product life-cycle such as development, production, maintenance and support. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. When there are multiple performance obligations within a contract, we allocate the transaction price to each performance obligation based on its standalone selling price.

We consider the contractual consideration payable by the customer and assess variable consideration that may affect the total transaction price, including contractual discounts, contract incentive payments, estimates of award fees, and other sources of variable consideration, when determining the transaction price of each contract. We include variable consideration in the estimated transaction price when there is a basis to reasonably estimate the amount. These estimates are based on historical experience, anticipated performance and our best judgment at the time. We also consider whether our contracts provide customers with significant financing. Generally, our contracts do not contain significant financing.

Point in time revenue recognition. Timing of the satisfaction of performance obligations varies across our businesses due to our diverse product and service mix, customer base, and contractual terms. Performance obligations are satisfied as of a point in time for heating, ventilating, air-conditioning and refrigeration systems, certain alarm and fire detection and suppression systems, and certain aerospace components, engines, and spare parts. Revenue is recognized when control of the product transfers to the customer, generally upon product shipment.

Over-time revenue recognition. Performance obligations are satisfied over-time if the customer receives the benefits as we perform work, if the customer controls the asset as it is being produced, or if the product being produced for the customer has no alternative use and we have a contractual right to payment. Revenue is recognized for our construction-type and certain production-type contracts on an over-time basis. We recognize revenue on an over-time basis on certain long-term aerospace aftermarket contracts and aftermarket service work; development, fixed price, and other cost reimbursement contracts in our aerospace businesses; and elevator and escalator sales, installation, service, modernization and other construction contracts in our commercial businesses. For construction and installation contracts within our commercial businesses and aerospace performance obligations satisfied over time, revenue is recognized using costs incurred to date relative to total estimated costs at completion to measure progress. Incurred costs represent work performed, which correspond with and best depict transfer of control to the customer. Contract costs include labor, materials, and subcontractors' costs, or other direct costs, and where applicable on government and commercial contracts, indirect costs.

For certain of our long-term aftermarket contracts, revenue is recognized over the contract period. In the commercial businesses, revenue is primarily recognized on a straight-line basis over the contract period. In the aerospace businesses, we generally account for such contracts as a series of daily obligations to stand ready to provide product maintenance and aftermarket services. Revenue is primarily recognized in proportion to cost as sufficient historical evidence indicates that the cost of performing services under the contract is incurred on an other than straight-line basis. Aerospace contract modifications are routine and contracts are often modified to account for changes in contract specifications or requirements. Contract modifications that are for goods or services that are not distinct are accounted for as part of the existing contract.

We incur costs for engineering and development of aerospace products directly related to existing or anticipated contracts with customers. Such costs generate or enhance our ability to satisfy our performance obligations under these contracts. We capitalize these costs as contract fulfillment costs to the extent the costs are recoverable from the associated contract margin and subsequently amortize the costs as the original equipment (OEM) products are delivered to the customer. In instances where intellectual property does not transfer to the customer, we defer the customer funding of OEM product engineering and development and recognize revenue when the OEM products are delivered to the customer. Costs to obtain contracts are not material.

Loss provisions on OEM contracts are recognized to the extent that estimated contract costs exceed the estimated consideration from the products contemplated under the contractual arrangement. For new commitments, we generally record loss provisions at the earlier of contract announcement or contract signing except for certain contracts under which losses are recorded upon receipt of the purchase order that obligates us to perform. For existing commitments, anticipated losses on contractual arrangements are recognized in the period in which losses become evident. Products contemplated under contractual arrangements include firm quantities of product sold under contract and, in the large commercial engine and wheels and brakes businesses, future highly probable sales of replacement parts required by regulation that are expected to be sold subsequently for incorporation into the original equipment. In the large commercial engine and wheels and brakes businesses, when the combined original equipment and aftermarket arrangement for each individual sales campaign are profitable, we record original equipment product losses, as applicable, at the time of delivery.

We review our cost estimates on significant contracts on a quarterly basis and for others, no less frequently than annually or when circumstances change and warrant a modification to a previous estimate. We record changes in contract estimates using the cumulative catch-up method.

The New Revenue Standard changed the revenue recognition practices for a number of revenue streams across our businesses, although the most significant impacts are concentrated in our aerospace units. Several businesses, which previously accounted for revenue on a point in time basis are now required to use an over-time model when their contracts meet one or more of the mandatory criteria established in the New Revenue Standard. Revenue is now recognized based on percentage-of-completion for repair contracts within Otis and UTC Climate, Controls & Security; certain U.S. Government and commercial aerospace equipment contracts; and aerospace aftermarket service work. For these businesses, unrecognized sales related to the satisfied portion of the performance obligations of contracts in process as of the date of adoption of approximately $220 million were recorded through retained earnings. The ongoing effect of recording revenue on a percentage-of-completion basis within these businesses is not expected to be materially different than the previous revenue recognition method.

In addition to the foregoing, our aerospace businesses, in certain cases, also changed the timing of manufacturing cost recognition and certain engineering and development costs. In most circumstances, our commercial aerospace businesses identify the performance obligation as the individual OEM unit; revenue and cost to manufacture each unit are recognized upon OEM unit delivery. Under the prior accounting, the unit of accounting was the contract and early-contract OEM unit costs in excess of the average unit costs expected over the contract were capitalized and amortized over lower-cost units later in the contract. With the adoption of the New Revenue Standard, deferred unit costs in excess of the contract average of $438 million as of January 1, 2018 were eliminated through retained earnings, and as such, will not be amortized into future earnings.

Under the New Revenue Standard, costs incurred for engineering and development of aerospace products under contracts with customers must be capitalized as contract fulfillment costs, to the extent recoverable from the associated contract margin, and subsequently amortized as the OEM products are delivered to the customer. Under prior accounting, we generally expensed costs of engineering and development of aerospace products. The new standard also requires that customer funding of OEM product engineering and development be deferred in instances where economic benefit does not transfer to the customer and recognized as revenue when the OEM products are delivered. Engineering and development costs which do not qualify for capitalization as contract fulfillment costs are expensed as incurred. Prior to the New Revenue Standard, any customer funding received for such development efforts was recognized when earned, with the corresponding costs recognized as cost of sales.

With the adoption of the New Revenue Standard, we capitalized engineering and development costs of approximately $700 million as contract fulfillment cost assets through retained earnings as of January 1, 2018. We also established previously recognized customer funding of approximately $850 million as a contract liability through retained earnings as of the adoption date.

We expect the New Revenue Standard will have an immaterial impact on our 2018 net income. Adoption of the New Revenue Standard has resulted in Statement of Operations classification changes between Net Sales, Cost of sales, Research & development, and Other income. The New Revenue Standard also resulted in the establishment of Contract asset and Contract liability balance sheet accounts, and in the reclassification of balances to these new accounts from Accounts receivable, Inventories and contracts in progress, net, and Accrued liabilities. In addition to the following disclosures, Note 16 provides incremental disclosures required by the New Revenue Standard, including disaggregation of revenue into categories that depict how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors.

The following schedules quantify the impact of the New Revenue Standard on the statement of operations for the quarter and six months ended June 30, 2018. The effect of the new standard represents the increase (decrease) in the line item based on the adoption of the New Revenue Standard.

(dollars in millions)	Quarter Ended June 30, 2018, under previous standard	Effect of the New Revenue Standard	Quarter Ended June 30, 2018 as reported
Net Sales:			
Product sales	$ 11,406	$ 114	$ 11,520
Service sales	5,115	70	5,185
	16,521	184	16,705
Costs and Expenses:			
Cost of products sold	8,975	179	9,154
Cost of services sold	3,228	40	3,268
Research and development	607	(18)	589
Selling, general and administrative	1,759	—	1,759
	14,569	201	14,770
Other income, net	943	(2)	941
Operating profit	2,895	(19)	2,876
Non-service pension (benefit)	(192)	—	(192)
Interest expense, net	234	—	234
Income from operations before income taxes	2,853	(19)	2,834
Income tax expense	700	(5)	695
Net income from operations	2,153	(14)	2,139
Less: Noncontrolling interest in subsidiaries' earnings from operations	87	4	91
Net income attributable to common shareowners	$ 2,066	$ (18)	$ 2,048

(dollars in millions)	Six Months Ended June 30, 2018, under previous standard	Effect of the New Revenue Standard	Six Months Ended June 30, 2018 as reported
Net Sales:			
Product sales	$ 21,573	$ 205	$ 21,778
Service sales	9,968	201	10,169
	31,541	406	31,947
Costs and Expenses:			
Cost of products sold	16,861	309	17,170
Cost of services sold	6,396	136	6,532
Research and development	1,180	(37)	1,143
Selling, general and administrative	3,470	—	3,470
	27,907	408	28,315
Other income, net	1,175	(3)	1,172
Operating profit	4,809	(5)	4,804
Non-service pension (benefit)	(383)	—	(383)
Interest expense, net	463	—	463
Income from operations before income taxes	4,729	(5)	4,724
Income tax expense	1,218	(1)	1,217
Net income from operations	3,511	(4)	3,507
Less: Noncontrolling interest in subsidiaries' earnings from operations	156	6	162
Net income attributable to common shareowners	$ 3,355	$ (10)	$ 3,345

The New Revenue Standard resulted in an increase to Product and Service sales and Cost of products and services sold primarily due to the change to a percentage-of-completion revenue model for certain U.S Government and commercial aerospace equipment contracts, and aerospace aftermarket service work at Pratt & Whitney and UTC Aerospace Systems. The New Revenue Standard also resulted in an increase in Cost of products sold related to the timing of manufacturing cost recognition on early-contract OEM units sold, with costs in excess of the contract average unit costs recorded through Cost of products sold.

The lower amounts of research and development expense recognized under the New Revenue Standard reflect the capitalization of costs of engineering and development of aerospace products as contract fulfillment costs under contracts with customers.

The following schedule quantifies the impact of the New Revenue Standard on our balance sheet as of June 30, 2018.

(dollars in millions)	June 30, 2018 under previous standard	Effect of the New Revenue Standard	June 30, 2018 as reported
Assets			
Accounts receivable, net	$ 13,432	$ (1,459)	$ 11,973
Inventories	11,093	(2,114)	8,979
Contract assets, current	—	3,273	3,273
Other assets, current	1,276	(13)	1,263
Future income tax benefits	1,600	26	1,626
Intangible assets, net	15,807	(68)	15,739
Other assets	6,098	973	7,071
Liabilities and Equity			
Accrued liabilities	$ 14,287	$ (5,557)	$ 8,730
Contract liabilities, current	—	5,652	5,652
Other long term liabilities	12,180	1,010	13,190
Noncontrolling interest	1,977	5	1,982
Retained earnings	57,517	(490)	57,027

The decrease in Retained earnings of $490 million in the table above reflects $480 million of adjustments to the balance sheet as of January 1, 2018, resulting from the adoption of the New Revenue Standard and $10 million lower reported net income under the New Revenue Standard during 2018. The declines in Accounts receivable, net, Inventories, Other assets, current, and Intangible assets, net, reflect reclassifications to contract assets, and specifically for Inventories, earlier recognition of costs of products sold for contracts requiring an over-time method of revenue recognition. The increase in Other assets reflects the establishment of non-current contract assets and contract fulfillment cost assets.

The decline in accrued liabilities is primarily due to the reclassification of payments from customers in advance of work performed as contract liabilities. The Other long term liabilities increase primarily reflects the establishment of non-current contract liabilities for certain customer funding of OEM product engineering and development, which will be recognized as revenue when the OEM products are delivered to the customer.

Contract Assets and Liabilities. Contract assets reflect revenue recognized and performance obligations satisfied in advance of customer billing. Contract liabilities relate to payments received in advance of the satisfaction of performance under the contract. We receive payments from customers based on the terms established in our contracts. Total contract assets and contract liabilities as of June 30, 2018 are as follows:

(dollars in millions)	June 30, 2018
Contract assets, current	$ 3,273
Contract assets, noncurrent (included within Other assets)	1,015
Total contract assets	4,288
Contract liabilities, current	(5,652)
Contract liabilities, noncurrent (included within Other long-term liabilities)	(4,838)
Total contract liabilities	(10,490)
Net contract liabilities	$ (6,202)

Under the New Revenue Standard, during the six months ended June 30, 2018, net contract liabilities increased to $6,202 million. This reflects the establishment of $6,365 million of net contract liabilities upon the adoption, and $14,401 million of advance payments from customers and reclassifications of contract assets to receivables upon billing during the period. These increases were partially offset by the liquidation of beginning of period contract liabilities of $1,728 million as a result of revenue recognition, and by $12,701 million of revenue recognition within the period. The remaining change is primarily attributable to the impact of foreign currency exchange rate changes on the balance of contract assets and liabilities.

Remaining performance obligations ("RPO") are the aggregate amount of total contract transaction price that is unsatisfied or partially unsatisfied. As of June 30, 2018, our total RPO is $103.4 billion. Of this total, we expect approximately 45% will be recognized as sales over the following 24 months.

Note 3: Earnings Per Share

	Quarter Ended June 30,		Six Months Ended June 30,	
(dollars in millions, except per share amounts; shares in millions)	2018	2017	2018	2017
Net income attributable to common shareowners	$ 2,048	$ 1,439	$ 3,345	$ 2,825
Basic weighted average number of shares outstanding	790.5	788.7	790.2	791.1
Stock awards and equity units	9.1	9.5	9.8	9.3
Diluted weighted average number of shares outstanding	799.6	798.2	800.0	800.4
Earnings Per Share of Common Stock:				
Basic	$ 2.59	$ 1.83	$ 4.23	$ 3.57
Diluted	$ 2.56	$ 1.80	$ 4.18	$ 3.53

The computation of diluted earnings per share excludes the effect of the potential exercise of stock awards, including stock appreciation rights and stock options, when the average market price of the common stock is lower than the exercise price of the related stock awards during the period because the effect would be anti-dilutive. For both the quarter and six months ended June 30, 2018, the number of stock awards excluded from the computation was approximately 5.1 million. For the quarter and six months ended June 30, 2017, the number of stock awards excluded from the computation was approximately 5.8 million and 6.4 million, respectively.

Note 4: Inventories and Contracts in Progress

(dollars in millions)	June 30, 2018	December 31, 2017
Raw materials	$ 2,298	$ 2,038
Work-in-process	2,306	3,366
Finished goods	4,375	3,845
Contracts in progress	—	10,205
	8,979	19,454
Less:		
Progress payments, secured by lien, on U.S. Government contracts	—	(236)
Billings on contracts in progress	—	(9,337)
	$ 8,979	$ 9,881

Inventories as of December 31, 2017 include capitalized contract development costs of $127 million related to certain aerospace programs at UTC Aerospace Systems. Upon adoption of the New Revenue Standard, these costs are recorded as contract fulfillment costs included in Other assets.

Prior to the adoption of the New Revenue Standard, within our commercial aerospace business, inventory costs attributable to new engine offerings were recognized based on the average cost per unit expected over the life of each contract using the units-of-delivery method of percentage of completion accounting. Under this method, costs of initial engine deliveries in excess of the projected contract per unit average cost were capitalized and these capitalized amounts were subsequently expensed as additional engines are delivered for engines with costs below the projected contract per unit average cost over the life of the contract. As of December 31, 2017, inventory included $438 million of such capitalized amounts. Upon adoption of the New Revenue Standard, these amounts are no longer included in inventory. In addition, amounts previously reported as Contracts in progress have been reclassified as contract assets in accordance with the New Revenue Standard.

Note 5: Borrowings and Lines of Credit

(dollars in millions)	June 30, 2018	December 31, 2017
Commercial paper	$ 876	$ 300
Other borrowings	109	92
Total short-term borrowings	$ 985	$ 392

At June 30, 2018, we had revolving credit agreements with various banks permitting aggregate borrowings of up to $4.35 billion, pursuant to a $2.20 billion revolving credit agreement and a $2.15 billion multicurrency revolving credit agreement, both of which expire in August 2021. As of June 30, 2018, there were no borrowings under either of these agreements. The undrawn portions of these revolving credit agreements are also available to serve as backup facilities for the issuance of commercial paper. As of June 30, 2018, our maximum commercial paper borrowing limit was $4.35 billion. Commercial paper borrowings at June 30, 2018 include approximately €750 million ($876 million) of euro-denominated commercial paper. We use our commercial paper borrowings for general corporate purposes, including the funding of potential acquisitions, pension contributions, debt refinancing, dividend payments and repurchases of our common stock. The need for commercial paper borrowings arises when the use of domestic cash for general corporate purposes exceeds the sum of domestic cash generation and foreign cash repatriated to the U.S.

On May 18, 2018, we issued €750 million aggregate principal amount of 1.150% senior notes due 2024, €500 million aggregate principal amount of 2.150% senior notes maturing 2030 and €750 million aggregate principal amount of senior floating rate notes maturing 2020. The net proceeds received from these debt issuances were used for general corporate purposes.

On May 4, 2018, we repaid at maturity approximately $1.1 billion aggregate principal amount of 1.778% junior subordinated notes.

On February 1, 2018, we repaid at maturity the $99 million 6.80% notes due in 2018 and on February 22, 2018, we repaid at maturity the €750 million EURIBOR plus 0.80% floating rate notes due in 2018.

In connection with the merger agreement with Rockwell Collins announced on September 4, 2017, we have entered into a $6.5 billion 364-day unsecured bridge loan credit agreement that would be funded only to the extent certain anticipated debt issuances are not completed prior to the completion of the merger. See Note 1 for additional discussion.

Long-term debt consisted of the following:

(dollars in millions)	June 30, 2018	December 31, 2017
6.800% notes due 2018	$ —	$ 99
EURIBOR plus 0.800% floating rate notes due 2018 (€750 million principal value) [2]	—	890
1.778% junior subordinated notes due 2018	—	1,100
LIBOR plus 0.350% floating rate notes due 2019 [3]	350	350
1.500% notes due 2019 [1]	650	650
EURIBOR plus 0.15% floating rate notes due 2019 (€750 million principal value) [2]	876	890
8.875% notes due 2019	271	271
4.875% notes due 2020 [1]	171	171
4.500% notes due 2020 [1]	1,250	1,250
1.900% notes due 2020 [1]	1,000	1,000
EURIBOR plus 0.20% floating rate notes due 2020 (€750 million principal value) [2]	876	—
8.750% notes due 2021	250	250
1.950% notes due 2021 [1]	750	750
1.125% notes due 2021 (€950 million principal value) [1]	1,110	1,127
2.300% notes due 2022 [1]	500	500
3.100% notes due 2022 [1]	2,300	2,300
1.250% notes due 2023 (€750 million principal value) [1]	876	890
2.800% notes due 2024 [1]	800	800
1.150% notes due 2024 (€750 million principal value) [1]	876	—
1.875% notes due 2026 (€500 million principal value) [1]	584	593
2.650% notes due 2026 [1]	1,150	1,150
3.125% notes due 2027 [1]	1,100	1,100
7.100% notes due 2027	141	141
6.700% notes due 2028	400	400
7.500% notes due 2029 [1]	550	550
2.150% notes due 2030 (€500 million principal value) [1]	584	—
5.400% notes due 2035 [1]	600	600
6.050% notes due 2036 [1]	600	600
6.800% notes due 2036 [1]	134	134
7.000% notes due 2038	159	159
6.125% notes due 2038 [1]	1,000	1,000
5.700% notes due 2040 [1]	1,000	1,000
4.500% notes due 2042 [1]	3,500	3,500
4.150% notes due 2045 [1]	850	850
3.750% notes due 2046 [1]	1,100	1,100
4.050% notes due 2047 [1]	600	600
Project financing obligations	206	158
Other (including capitalized leases)	197	195
Total principal long-term debt	27,361	27,118
Other (fair market value adjustments and discounts)	(37)	(25)
Total long-term debt	27,324	27,093
Less: current portion	78	2,104
Long-term debt, net of current portion	$ 27,246	$ 24,989

1 We may redeem these notes at our option pursuant to their terms.

2 The three-month EURIBOR rate as of June 30, 2018 was approximately -0.321%. The notes may be redeemed at our option in whole, but not in part, at any time in the event of certain developments affecting U.S. taxation.

3 The three-month LIBOR rate as of June 30, 2018 was approximately 2.336%.

The average maturity of our long-term debt at June 30, 2018 is approximately 11 years. The average interest expense rate on our total borrowings for the quarter and six months ended June 30, 2018 and 2017 were as follows:

	Quarter Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
Average interest expense rate	3.5%	3.6%	3.5%	3.6%

We have an existing universal shelf registration statement filed with the Securities and Exchange Commission (SEC) for an indeterminate amount of equity and debt securities for future issuances, subject to our internal limitations on the amount of equity and debt to be issued under this shelf registration statement.

Note 6: Income Taxes

On December 22, 2017 Public Law 115-97 "An Act to Provide for Reconciliation Pursuant to Titles II and V of the Concurrent Resolution on the Budget for Fiscal Year 2018" was enacted. This law is commonly referred to as the Tax Cuts and Jobs Act of 2017 (TCJA). In accordance with Staff Accounting Bulletin 118 (SAB 118) issued on December 22, 2017, the U.S. income tax amounts recorded attributable to the TCJA's deemed repatriation provision, the revaluation of U.S. deferred taxes and the tax consequences relating to states with current conformity to the Internal Revenue Code are provisional amounts. Due to the enactment date and tax complexities of the TCJA, the Company has not completed its accounting related to these items.

Prior to enactment of the TCJA, with few exceptions, U.S. income taxes had not been provided on undistributed earnings of UTC's international subsidiaries as the Company had intended to reinvest such earnings permanently outside the U.S. or to repatriate such earnings only when it was tax effective to do so. The Company continues to evaluate the impact of the TCJA on its existing accounting position related to the undistributed earnings. Due to the inherent complexities in determining any incremental U.S. Federal and State taxes and the non-U.S. taxes that may be due if all of these earnings were remitted to the U.S. and as provided for by SAB 118 this evaluation has not yet been completed and no provisional amount has been recorded in regard to the undistributed amounts. After completing its evaluation, the Company will accrue any additional taxes due on previously undistributed earnings to be distributed in the future.

The Company will continue to accumulate and refine the relevant data and computational elements needed to finalize its accounting for the effects of the TCJA by December 22, 2018.

We conduct business globally and, as a result, UTC or one or more of our subsidiaries files income tax returns in the U.S. federal jurisdiction and various state and foreign jurisdictions. In the normal course of business we are subject to examination by taxing authorities throughout the world, including such major jurisdictions as Australia, Belgium, Brazil, Canada, China, France, Germany, Hong Kong, India, Italy, Japan, Mexico, Netherlands, Poland, Singapore, South Korea, Spain, Switzerland, the United Kingdom, and the United States. With few exceptions, we are no longer subject to U.S. federal, state and local, or non-U.S. income tax examinations for years before 2006.

In the ordinary course of business, there is inherent uncertainty in quantifying our income tax positions. We assess our income tax positions and record tax benefits for all years subject to examination based upon management's evaluation of the facts, circumstances, and information available at the reporting date. It is reasonably possible that a net reduction within the range of $50 million to $625 million of unrecognized tax benefits may occur within the next 12 months as a result of additional worldwide uncertain tax positions, the closure of tax statutes, or the revaluation of current uncertain tax positions arising from the issuance of legislation, regulatory or other guidance or developments in examinations, in appeals, or in the courts. The range of potential change includes provisional amounts related to the TCJA based on currently available information. See Note 15, Contingent Liabilities, for discussion regarding uncertain tax positions, included in the above range, related to pending litigation with respect to certain deductions claimed in Germany.

The Examination Division of the Internal Revenue Service is currently auditing UTC tax years 2014, 2015 and 2016, and the audit is expected to continue beyond 2018.

Note 7: Employee Benefit Plans

Pension and Postretirement Plans. We sponsor both funded and unfunded domestic and foreign defined pension and other postretirement benefit plans, and defined contribution plans.

In March 2017, the FASB issued ASU 2017-07, *Compensation-Retirement Benefits (Topic 715), Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost*. This ASU requires an employer to report the service cost component of net periodic pension benefit cost in the same line item or items as other compensation costs arising from services rendered by the pertinent employees during the period, with other cost components presented separately from the service cost component and outside of income from operations. This ASU also allows only the service cost component of net periodic pension benefit cost to be eligible for capitalization when applicable. This ASU was effective for years beginning after December 15, 2017. The Company adopted this standard on January 1, 2018 applying the presentation requirements retrospectively. We elected to apply the practical expedient, which allows us to reclassify amounts disclosed previously in the employee benefit plans note as the basis for applying retrospective presentation for comparative periods as it is impracticable to determine the disaggregation of the cost components for amounts capitalized and amortized in those periods. Provisions related to presentation of the service cost component eligibility for capitalization were applied prospectively.

The effect of the retrospective presentation change related to the net periodic benefit cost of our defined benefit pension and postretirement plans on our condensed consolidated statement of operations was as follows:

	Quarter Ended June 30, 2017		
(dollars in millions)	Previously Reported	Effect of Change Higher/(Lower)	As Revised
Cost of product sold	$ 7,907	$ 50	$ 7,957
Cost of services sold	3,193	14	3,207
Research and development	609	10	619
Selling, general and administrative	1,538	52	1,590
Non-service pension (benefit)	—	(126)	(126)

	Six Months Ended June 30, 2017		
(dollars in millions)	Previously Reported	Effect of Change Higher/(Lower)	As Revised
Cost of product sold	15,170	98	15,268
Cost of services sold	6,007	25	6,032
Research and development	1,186	19	1,205
Selling, general and administrative	3,020	107	3,127
Non-service pension (benefit)	—	(249)	(249)

Contributions to our plans were as follows:

	Quarter Ended June 30,		Six Months Ended June 30,	
(dollars in millions)	2018	2017	2018	2017
Defined benefit plans	$ 22	$ 33	$ 59	$ 79
Defined contribution plans	105	86	199	176

There were no contributions to our domestic defined benefit pension plans in the quarter and six months ended June 30, 2018 and 2017. The following table illustrates the components of net periodic benefit cost for our defined pension and other postretirement benefit plans:

	Pension Benefits Quarter Ended June 30,		Other Postretirement Benefits Quarter Ended June 30,	
(dollars in millions)	2018	2017	2018	2017
Service cost	$ 93	$ 93	$ —	$ 1
Interest cost	278	279	6	6
Expected return on plan assets	(562)	(541)	—	—
Amortization of prior service credit	(10)	(9)	(1)	—
Recognized actuarial net loss (gain)	101	143	(2)	(2)
Net settlement and curtailment gain	(2)	(2)	—	—
Total net periodic benefit (income) cost	$ (102)	$ (37)	$ 3	$ 5

(dollars in millions)	Pension Benefits Six Months Ended June 30, 2018	2017	Other Postretirement Benefits Six Months Ended June 30, 2018	2017
Service cost	$ 186	$ 186	$ 1	$ 2
Interest cost	557	557	12	13
Expected return on plan assets	(1,125)	(1,081)	—	—
Amortization of prior service credit	(20)	(18)	(2)	—
Recognized actuarial net loss (gain)	202	286	(4)	(5)
Net settlement and curtailment gain	(3)	(1)	—	—
Total net periodic benefit (income) cost	$ (203)	$ (71)	$ 7	$ 10

As approved in 2016, effective January 1, 2017, a voluntary lump-sum option is available for the frozen final average earnings benefits of certain U.S. salaried employees upon termination of employment after 2016. This option provides participants with the choice of electing to receive a lump-sum payment in lieu of receiving a future monthly pension benefit. This plan change reduced the projected benefit obligation by $170 million as of December 31, 2016.

Note 8: Restructuring Costs

During the six months ended June 30, 2018, we recorded net pre-tax restructuring costs totaling $149 million for new and ongoing restructuring actions. We recorded charges in the segments as follows:

(dollars in millions)	
Otis	$ 47
UTC Climate, Controls & Security	35
Pratt & Whitney	3
UTC Aerospace Systems	60
Eliminations and other	4
Total	$ 149

Restructuring charges incurred during the six months ended June 30, 2018 primarily relate to actions initiated during 2018 and 2017, and were recorded as follows:

(dollars in millions)	
Cost of sales	$ 86
Selling, general and administrative	65
Non-service pension (benefit)	(2)
Total	$ 149

2018 Actions. During the six months ended June 30, 2018, we recorded net pre-tax restructuring costs of $73 million, comprised of $38 million in cost of sales, $37 million in selling, general and administrative expenses, and $2 million in non-service pension benefit. The 2018 actions relate to ongoing cost reduction efforts, including workforce reductions and the consolidation of field and manufacturing operations.

We are targeting to complete the majority of the remaining workforce and facility related cost reduction actions during 2018 and 2019. No specific plans for other significant actions have been finalized at this time. The following table summarizes the accrual balance and utilization for the 2018 restructuring actions for the quarter and six months ended June 30, 2018:

(dollars in millions)	Severance	Facility Exit, Lease Termination and Other Costs	Total
Quarter Ended June 30, 2018			
Restructuring accruals at March 31, 2018	$ 8	$ —	$ 8
Net pre-tax restructuring costs	60	1	61
Utilization and foreign exchange	(20)	(1)	(21)
Balance at June 30, 2018	$ 48	$ —	$ 48
Six Months Ended June 30, 2018			
Net pre-tax restructuring costs	$ 71	$ 2	$ 73
Utilization and foreign exchange	(23)	(2)	(25)
Balance at June 30, 2018	$ 48	$ —	$ 48

The following table summarizes expected, incurred and remaining costs for the 2018 restructuring actions by segment:

(dollars in millions)	Expected Costs	Costs Incurred Quarter Ended March 31, 2018	Costs Incurred Quarter Ended June 30, 2018	Remaining Costs at June 30, 2018
Otis	$ 31	$ (9)	$ (18)	$ 4
UTC Climate, Controls & Security	77	(1)	(23)	53
Pratt & Whitney	3	—	(3)	—
UTC Aerospace Systems	20	—	(15)	5
Eliminations and other	4	(2)	(2)	—
Total	$ 135	$ (12)	$ (61)	$ 62

2017 Actions. During the six months ended June 30, 2018, we recorded net pre-tax restructuring costs totaling $67 million for restructuring actions initiated in 2017, including $42 million in cost of sales and $25 million in selling, general and administrative expenses. The 2017 actions relate to ongoing cost reduction efforts, including workforce reductions, consolidation of field operations, and costs to exit legacy programs. The following table summarizes the accrual balances and utilization for the 2017 restructuring actions for the quarter and six months ended June 30, 2018:

(dollars in millions)	Severance	Facility Exit, Lease Termination and Other Costs	Total
Quarter Ended June 30, 2018			
Restructuring accruals at March 31, 2018	$ 88	$ (2)	$ 86
Net pre-tax restructuring costs	8	8	16
Utilization and foreign exchange	(23)	(9)	(32)
Balance at June 30, 2018	$ 73	$ (3)	$ 70
Six Months Ended June 30, 2018			
Restructuring accruals at December 31, 2017	$ 84	$ 1	$ 85
Net pre-tax restructuring costs	47	20	67
Utilization and foreign exchange	(58)	(24)	(82)
Balance at June 30, 2018	$ 73	$ (3)	$ 70

The following table summarizes expected, incurred and remaining costs for the 2017 restructuring actions by segment:

(dollars in millions)	Expected Costs	Costs Incurred in 2017	Costs Incurred Quarter Ended March 31, 2018	Costs Incurred Quarter Ended June 30, 2018	Remaining Costs at June 30, 2018
Otis	$ 73	$ (43)	$ (15)	$ (4)	$ 11
UTC Climate, Controls & Security	81	(76)	(7)	5	3
Pratt & Whitney	7	(7)	—	—	—
UTC Aerospace Systems	157	(43)	(29)	(17)	68
Eliminations and other	7	(7)	—	—	—
Total	$ 325	$ (176)	$ (51)	$ (16)	$ 82

2016 and Prior Actions. During the six months ended June 30, 2018, we recorded net pre-tax restructuring costs totaling $9 million for restructuring actions initiated in 2016 and prior. As of June 30, 2018, we have approximately $91 million of accrual balances remaining related to 2016 and prior actions.

Note 9: Financial Instruments

We enter into derivative instruments primarily for risk management purposes, including derivatives designated as hedging instruments under the Derivatives and Hedging Topic of the FASB ASC and those utilized as economic hedges. We operate internationally and, in the normal course of business, are exposed to fluctuations in interest rates, foreign exchange rates and commodity prices. These fluctuations can increase the costs of financing, investing and operating the business. We have used derivative instruments, including swaps, forward contracts and options, to manage certain foreign currency, interest rate and commodity price exposures.

The four quarter rolling average of the notional amount of foreign exchange contracts hedging foreign currency transactions was $20.5 billion and $19.1 billion at June 30, 2018 and December 31, 2017, respectively.

The following table summarizes the fair value and presentation in the Condensed Consolidated Balance Sheets for derivative instruments as of June 30, 2018 and December 31, 2017:

(dollars in millions)	Balance Sheet Location	June 30, 2018	December 31, 2017
Derivatives designated as hedging instruments:			
Foreign exchange contracts	Asset Derivatives:		
	Other assets, current	$ 23	$ 77
	Other assets	27	101
	Total asset derivatives	$ 50	$ 178
	Liability Derivatives:		
	Accrued liabilities	(43)	(10)
	Other long-term liabilities	(75)	(8)
	Total liability derivatives	$ (118)	$ (18)
Derivatives not designated as hedging instruments:			
Foreign exchange contracts	Asset Derivatives:		
	Other assets, current	39	70
	Other assets	22	5
	Total asset derivatives	$ 61	$ 75
	Liability Derivatives:		
	Accrued liabilities	(93)	(57)
	Other long-term liabilities	(3)	(3)
	Total liability derivatives	$ (96)	$ (60)

The effect of cash flow hedging relationships on accumulated other comprehensive income for the quarter and six months ended June 30, 2018 and 2017 are presented in the table below. The amounts of gain or (loss) are attributable to foreign exchange contract activity and are recorded as a component of Product sales when reclassified from accumulated other comprehensive income.

(dollars in millions)	Quarter Ended June 30, 2018	Quarter Ended June 30, 2017	Six Months Ended June 30, 2018	Six Months Ended June 30, 2017
Gain (loss) recorded in Accumulated other comprehensive loss	$ (245)	$ 66	$ (200)	$ 130
(Gain) loss reclassified from Accumulated other comprehensive loss into Product sales	(1)	5	(28)	10

The table above reflects the effect of cash flow hedging relationships on the Condensed Consolidated Statements of Operations for the quarter and six months ended June 30, 2018 and 2017. The Company utilizes the critical terms match method in assessing derivatives for hedge effectiveness. Accordingly, the hedged items and derivatives designated as hedging instruments are highly effective.

We have approximately €4.95 billion of euro-denominated long-term debt and €750 million of euro-denominated commercial paper borrowings outstanding, which qualify as a net investment hedge against our investments in European businesses. As of June 30, 2018, the net investment hedge is deemed to be effective.

Assuming current market conditions continue, a $33 million pre-tax loss is expected to be reclassified from Accumulated other comprehensive loss into Product sales to reflect the fixed prices obtained from foreign exchange hedging within the next 12 months. At June 30, 2018, all derivative contracts accounted for as cash flow hedges will mature by July 2022.

The effect of derivatives not designated as hedging instruments that is included below within Other income, net, on the Condensed Consolidated Statement of Operations was as follows:

(dollars in millions)	Quarter Ended June 30, 2018	Quarter Ended June 30, 2017	Six Months Ended June 30, 2018	Six Months Ended June 30, 2017
Foreign exchange contracts	$ 19	$ 28	$ 70	$ 40

Note 10: Fair Value Measurements

In accordance with the provisions of ASC 820, the following tables provide the valuation hierarchy classification of assets and liabilities that are carried at fair value and measured on a recurring and nonrecurring basis in our Condensed Consolidated Balance Sheet as of June 30, 2018 and December 31, 2017:

June 30, 2018 (dollars in millions)	Total	Level 1	Level 2	Level 3
Recurring fair value measurements:				
Available-for-sale securities	$ 42	$ 42	$ —	$ —
Derivative assets	111	—	111	—
Derivative liabilities	(214)	—	(214)	—

December 31, 2017 (dollars in millions)	Total	Level 1	Level 2	Level 3
Recurring fair value measurements:				
Available-for-sale securities	$ 64	$ 64	$ —	$ —
Derivative assets	253	—	253	—
Derivative liabilities	(78)	—	(78)	—

Valuation Techniques. Our available-for-sale securities include equity investments that are traded in active markets, either domestically or internationally, and are measured at fair value using closing stock prices from active markets. Our derivative assets and liabilities include foreign exchange contracts that are measured at fair value using internal models based on observable market inputs such as forward rates, interest rates, our own credit risk and our counterparties' credit risks. As of June 30, 2018, there were no significant transfers in or out of Level 1 and Level 2.

As of June 30, 2018, there has not been any significant impact to the fair value of our derivative liabilities due to our own credit risk. Similarly, there has not been any significant adverse impact to our derivative assets based on our evaluation of our counterparties' credit risks.

The following table provides carrying amounts and fair values of financial instruments that are not carried at fair value in our Condensed Consolidated Balance Sheet at June 30, 2018 and December 31, 2017:

	June 30, 2018		December 31, 2017	
(dollars in millions)	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Long-term receivables	$ 132	$ 122	$ 127	$ 121
Customer financing notes receivable	577	554	609	596
Short-term borrowings	(985)	(985)	(392)	(392)
Long-term debt (excluding capitalized leases)	(27,301)	(27,755)	(27,067)	(29,180)
Long-term liabilities	(307)	(271)	(362)	(330)

The following table provides the valuation hierarchy classification of assets and liabilities that are not carried at fair value in our Condensed Consolidated Balance Sheet at June 30, 2018 and December 31, 2017:

	June 30, 2018			
(dollars in millions)	Total	Level 1	Level 2	Level 3
Long-term receivables	$ 122	$ —	$ 122	$ —
Customer financing notes receivable	554	—	554	—
Short-term borrowings	(985)	—	(876)	(109)
Long-term debt (excluding capitalized leases)	(27,755)	—	(27,496)	(259)
Long-term liabilities	(271)	—	(271)	—

	December 31, 2017			
(dollars in millions)	Total	Level 1	Level 2	Level 3
Long-term receivables	$ 121	$ —	$ 121	$ —
Customer financing notes receivable	596	—	596	—
Short-term borrowings	(392)	—	(300)	(92)
Long-term debt (excluding capitalized leases)	(29,180)	—	(28,970)	(210)
Long-term liabilities	(330)	—	(330)	—

We had commercial aerospace financing and other contractual commitments totaling approximately $15.2 billion and $15.3 billion as of June 30, 2018 and December 31, 2017, respectively, related to commercial aircraft and certain contractual rights to provide product on new aircraft platforms. Associated risks on these commitments from changes in interest rates are mitigated because interest rates are variable during the commitment term and are set at the date of funding based on current market conditions, the fair value of the underlying collateral and the credit worthiness of the customers. As a result, the fair value of these financings is expected to equal the amounts funded.

Note 11: Long-Term Financing Receivables

Our long-term financing receivables primarily represent balances related to our aerospace businesses, such as long-term trade accounts receivable, notes receivable, and leases receivable. We also have other long-term receivables related to our commercial businesses; however, both the individual and aggregate amounts of those other receivables are not significant.

Prior to the adoption of the New Revenue Standard, long-term trade accounts receivable, including unbilled receivables related to long-term aftermarket contracts, were principally amounts arising from the sale of goods and the delivery of services with a contract maturity date or realization period of greater than one year and were recognized as "Other assets" in our Condensed Consolidated Balance Sheet. With the adoption of the New Revenue Standard, these unbilled receivables are classified as non-current contract assets and are recognized as "Other assets" in our Condensed Consolidated Balance Sheet. Notes and leases receivable represent notes and lease receivables other than receivables related to operating leases, and are recognized as "Customer financing assets" in our Condensed Consolidated Balance Sheet. The following table summarizes the balance by class of aerospace business related long-term receivables as of June 30, 2018 and December 31, 2017.

(dollars in millions)	June 30, 2018	December 31, 2017
Long-term trade accounts receivable	$ 71	$ 973
Notes and leases receivable	435	424
Total long-term receivables	$ 506	$ 1,397

Customer credit ratings range from customers with an extremely strong capacity to meet financial obligations to customers whose uncollateralized receivables are in default. There can be no assurance that actual results will not differ from estimates or that consideration of these factors in the future will not result in an increase or decrease to the allowance for credit losses on long-term receivables. The decrease in Long-term trade accounts receivable from December 31, 2017 is primarily driven by the reclassification of unbilled receivables related to long-term aftermarket contracts to contract assets in accordance with the New Revenue Standard as described above. Based upon the customer credit ratings, approximately $140 million and $170 million of our total long-term receivables were considered to bear high credit risk as of June 30, 2018 and December 31, 2017, respectively.

For long-term trade accounts receivable, we evaluate credit risk and collectability individually to determine if an allowance is necessary. Our long-term receivables reflected in the table above, which include reserves of $17 million as of both June 30, 2018 and December 31, 2017, are individually evaluated for impairment. At June 30, 2018 and December 31, 2017, we did not have any significant balances that are considered to be delinquent, on non-accrual status, past due 90 days or more, or are considered to be unrecoverable.

Note 12: Shareowners' Equity and Noncontrolling Interest

A summary of the changes in shareowners' equity and noncontrolling interest comprising total equity for the quarter and six months ended June 30, 2018 and 2017 is provided below:

	Quarter Ended June 30,					
	2018			2017		
(dollars in millions)	Share-owners' Equity	Non-controlling Interest	Total Equity	Share-owners' Equity	Non-controlling Interest	Total Equity
Equity, beginning of period	$ 30,534	$ 1,958	$ 32,492	$ 27,594	$ 1,678	$ 29,272
Comprehensive (loss) income for the period:						
Net income	2,048	91	2,139	1,439	93	1,532
Total other comprehensive (loss) income	(747)	(38)	(785)	369	18	387
Total comprehensive income for the period	1,301	53	1,354	1,808	111	1,919
Common Stock issued under employee plans	110	—	110	91	—	91
Common Stock repurchased	(27)	—	(27)	(437)	—	(437)
Dividends on Common Stock	(535)	—	(535)	(503)	—	(503)
Dividends on ESOP Common Stock	(17)	—	(17)	(17)	—	(17)
Dividends attributable to noncontrolling interest	—	(73)	(73)	—	(64)	(64)
Capital contributions	—	42	42	—	—	—
Purchase of subsidiary shares from noncontrolling interest, net	—	—	—	(1)	(4)	(5)
Redeemable noncontrolling interest fair value adjustment	—	—	—	(94)	—	(94)
Other	(2)	2	—	1	(8)	(7)
Equity, end of period	$ 31,364	$ 1,982	$ 33,346	$ 28,442	$ 1,713	$ 30,155

(Dollars in millions)	Six Months Ended June 30, 2018 Share-owners' Equity	2018 Non-controlling Interest	2018 Total Equity	2017 Share-owners' Equity	2017 Non-controlling Interest	2017 Total Equity
Equity, beginning of period	$ 29,610	$ 1,811	$ 31,421	$ 27,579	$ 1,590	$ 29,169
Comprehensive (loss) income for the period:						
Net income	3,345	162	3,507	2,825	175	3,000
Total other comprehensive (loss) income	(159)	(5)	(164)	370	43	413
Total comprehensive income for the period	3,186	157	3,343	3,195	218	3,413
Common Stock issued under employee plans	181	—	181	170	—	170
Common Stock repurchased	(52)	—	(52)	(1,370)	—	(1,370)
Dividends on Common Stock	(1,070)	—	(1,070)	(1,008)	—	(1,008)
Dividends on ESOP Common Stock	(35)	—	(35)	(35)	—	(35)
Dividends attributable to noncontrolling interest	—	(139)	(139)	—	(112)	(112)
Capital contributions	—	162	162	—	43	43
Purchase of subsidiary shares from noncontrolling interest, net	(1)	(1)	(2)	(1)	(5)	(6)
Disposition of noncontrolling interest	—	(8)	(8)	—	—	—
Redeemable noncontrolling interest fair value adjustment	(2)	—	(2)	(95)	—	(95)
New Revenue Standard adoption impact	(480)	—	(480)	—	—	—
Other	27	—	27	7	(21)	(14)
Equity, end of period	$ 31,364	$ 1,982	$ 33,346	$ 28,442	$ 1,713	$ 30,155

A summary of the changes in each component of Accumulated other comprehensive (loss) income, net of tax for the quarter and six months ended June 30, 2018 and 2017 is provided below:

(dollars in millions)	Foreign Currency Translation	Defined Benefit Pension and Post-retirement Plans	Unrealized Gains (Losses) on Available-for-Sale Securities	Unrealized Hedging (Losses) Gains	Accumulated Other Comprehensive (Loss) Income
Quarter Ended June 30, 2018					
Balance at March 31, 2018	$ (2,444)	$ (4,579)	$ —	$ 86	$ (6,937)
Other comprehensive income (loss) before reclassifications, net	(564)	18	—	(245)	(791)
Amounts reclassified, pre-tax	(3)	88	—	(1)	84
Tax (benefit) expense reclassified	(74)	(26)	—	60	(40)
Balance at June 30, 2018	$ (3,085)	$ (4,499)	$ —	$ (100)	$ (7,684)
Six Months Ended June 30, 2018					
Balance at December 31, 2017	$ (2,950)	$ (4,652)	$ 5	$ 72	$ (7,525)
Other comprehensive income (loss) before reclassifications, net	(188)	26	—	(200)	(362)
Amounts reclassified, pre-tax	(3)	176	—	(28)	145
Tax (benefit) expense reclassified	56	(49)	—	56	63
ASU 2016-01 adoption impact	—	—	(5)	—	(5)
Balance at June 30, 2018	$ (3,085)	$ (4,499)	$ —	$ (100)	$ (7,684)

(dollars in millions)	Foreign Currency Translation	Defined Benefit Pension and Post-retirement Plans	Unrealized Gains (Losses) on Available-for-Sale Securities	Unrealized Hedging (Losses) Gains	Accumulated Other Comprehensive (Loss) Income
Quarter Ended June 30, 2017					
Balance at March 31, 2017	$ (3,359)	$ (4,962)	$ 96	$ (108)	$ (8,333)
Other comprehensive income (loss) before reclassifications, net	231	(2)	20	50	299
Amounts reclassified, pre-tax	—	132	(24)	5	113
Tax (benefit) expense reclassified	—	(50)	8	(1)	(43)
Balance at June 30, 2017	$ (3,128)	$ (4,882)	$ 100	$ (54)	$ (7,964)
Six Months Ended June 30, 2017					
Balance at December 31, 2016	$ (3,480)	$ (5,045)	$ 353	$ (162)	$ (8,334)
Other comprehensive income (loss) before reclassifications, net	352	(2)	(1)	100	449
Amounts reclassified, pre-tax	—	263	(407)	10	(134)
Tax (benefit) expense reclassified	—	(98)	155	(2)	55
Balance at June 30, 2017	$ (3,128)	$ (4,882)	$ 100	$ (54)	$ (7,964)

In January 2016, the FASB issued ASU 2016-01, *Financial Instruments - Overall: Recognition and Measurement of Financial Assets and Financial Liabilities*. This ASU modifies how entities measure equity investments and present changes in the fair value of financial liabilities. Upon adoption, investments that do not result in consolidation and are not accounted for under the equity method generally must be carried at fair value, with changes in fair value recognized in net income. We had approximately $5 million of unrealized gains on these securities recorded in Accumulated other comprehensive loss in our Consolidated Balance Sheet as of December 31, 2017. We adopted this standard effective January 1, 2018, with these amounts recorded directly to retained earnings as of that date.

Amounts reclassified that relate to our defined benefit pension and postretirement plans include the amortization of prior service costs and actuarial net losses recognized during each period presented. These costs are recorded as components of net periodic pension cost for each period presented (see Note 7 for additional details).

Amounts reclassified that relate to unrealized gains (losses) on available-for-sale securities, pre-tax includes approximately $380 million of previously unrealized gains reclassified to other income as a result of sales of significant investments in available-for-sale securities in the six months ended June 30, 2017, including UTC Climate, Controls & Security's sale of investments in Watsco, Inc.

All noncontrolling interests with redemption features, such as put options, that are not solely within our control (redeemable noncontrolling interests) are reported in the mezzanine section of the Condensed Consolidated Balance Sheet, between liabilities and equity, at the greater of redemption value or initial carrying value.

Note 13: Variable Interest Entities

Pratt & Whitney holds a net 61% interest in the IAE International Aero Engines AG (IAE) collaboration with MTU Aero Engines AG (MTU) and Japanese Aero Engines Corporation (JAEC) and a 49.5% ownership interest in IAE. IAE's business purpose is to coordinate the design, development, manufacturing and product support of the V2500 program through involvement with the collaborators. Additionally, Pratt & Whitney, JAEC and MTU are participants in International Aero Engines, LLC (IAE LLC), whose business purpose is to coordinate the design, development, manufacturing and product support for the PW1100G-JM engine for the Airbus A320neo aircraft and the PW1400G-JM engine for the Irkut MC21 aircraft. Pratt & Whitney holds a 59% net interest and a 59% ownership interest in IAE LLC. IAE and IAE LLC retain limited equity with the primary economics of the programs passed to the participants. As such, we have determined that IAE and IAE LLC are variable interest entities with Pratt & Whitney the primary beneficiary. IAE and IAE LLC have, therefore, been consolidated. The carrying amounts and classification of assets and liabilities for variable interest entities in our Condensed Consolidated Balance Sheet are as follows:

(dollars in millions)	June 30, 2018	December 31, 2017
Current assets	$ 4,127	$ 3,976
Noncurrent assets	1,360	1,534
Total assets	$ 5,487	$ 5,510
Current liabilities	$ 4,739	$ 3,601
Noncurrent liabilities	1,813	2,086
Total liabilities	$ 6,552	$ 5,687

Note 14: Guarantees

We extend a variety of financial, market value and product performance guarantees to third parties. There have been no material changes to guarantees outstanding since December 31, 2017. The changes in the carrying amount of service and product warranties and product performance guarantees for the six months ended June 30, 2018 and 2017 are as follows:

(dollars in millions)	2018	2017
Balance as of January 1	$ 1,146	$ 1,199
Warranties and performance guarantees issued	233	142
Settlements made	(200)	(120)
Other	(7)	13
Balance as of June 30	$ 1,172	$ 1,234

Note 15: Contingent Liabilities

Summarized below are the matters previously described in Note 18 of the Notes to the Consolidated Financial Statements in our 2017 Annual Report, incorporated by reference in our 2017 Form 10-K, updated as applicable.

Except as otherwise noted, while we are unable to predict the final outcome, based on information currently available, we do not believe that resolution of any of the following matters will have a material adverse effect upon our competitive position, results of operations, cash flows or financial condition.

Environmental. Our operations are subject to environmental regulation by federal, state and local authorities in the United States and authorities with jurisdiction over our foreign operations. As described in Note 1 to the Consolidated Financial Statements in our 2017 Annual Report, we have accrued for the costs of environmental remediation activities, including but not limited to investigatory, remediation, operating and maintenance costs and performance guarantees, and periodically reassess these amounts. We believe that the likelihood of incurring losses materially in excess of amounts accrued is remote. Additional information pertaining to environmental matters is included in Note 1 to the Consolidated Financial Statements in our 2017 Annual Report.

Government. In the ordinary course of business, the Company and its subsidiaries and our properties are subject to regulatory and governmental examinations, information gathering requests, inquiries, investigations and threatened legal actions and proceedings. For example, we are now, and believe that, in light of the current U.S. Government contracting environment, we will continue to be the subject of one or more U.S. Government investigations. Such U.S. Government investigations often take years to complete and could result in administrative, civil or criminal liabilities, including repayments, fines, treble and other damages, forfeitures, restitution or penalties, or could lead to suspension or debarment of U.S. Government contracting or of export privileges. For instance, if we or one of our business units were charged with wrongdoing as a result of any of these investigations or other government investigations (including violations of certain anti-bribery, environmental or export laws) the U.S. Government could suspend us from bidding on or receiving awards of new U.S. Government contracts pending the completion of legal proceedings. If convicted or found liable, the U.S. Government could fine and debar us from new U.S. Government contracting for a period generally not to exceed three years. The U.S. Government also reserves the right to debar a contractor from receiving new government contracts for fraudulent, criminal or other seriously improper conduct. The U.S. Government could also void any contracts found to be tainted by fraud.

Our contracts with the U.S. Government are also subject to audits. Like many defense contractors, we have received audit reports which recommend that certain contract prices should be reduced to comply with various government regulations, including because cost or pricing data we submitted in negotiation of the contract prices or cost accounting practices may not have conformed to government regulations, or that certain payments be delayed or withheld. Some of these audit reports involved substantial amounts. We have made voluntary refunds in those cases we believe appropriate, have settled some allegations and continue to litigate or challenge certain matters. In addition, we accrue for liabilities associated with those matters that are probable and can be reasonably estimated. The most likely settlement amount to be incurred is accrued based upon a range of estimates. Where no amount within a range of estimates is more likely, then we accrued the minimum amount.

Legal Proceedings.

Cost Accounting Standards Claim

As previously disclosed, in December 2013, a Divisional Administrative Contracting Officer of the United States Defense Contract Management Agency asserted a claim against Pratt & Whitney to recover overpayments of approximately $177 million plus interest (approximately $76.5 million through June 30, 2018). The claim is based on Pratt & Whitney's alleged noncompliance with cost accounting standards from January 1, 2005 to December 31, 2012, due to its method of determining the cost of collaborator parts used in the calculation of material overhead costs for government contracts. On March 18, 2014, Pratt & Whitney filed an appeal to the Armed Services Board of Contract Appeals. Pratt & Whitney’s appeal is still pending and we continue to believe the government’s claim is without merit.

German Tax Litigation

As previously disclosed, UTC has been involved in administrative review proceedings with the German Tax Office, which concern approximately €215 million (approximately $252 million) of tax benefits that we have claimed related to a 1998 reorganization of the corporate structure of Otis operations in Germany. Upon audit, these tax benefits were disallowed by the German Tax Office. UTC estimates interest associated with the aforementioned tax benefits is an additional approximately €118 million (approximately $138 million). On August 3, 2012, we filed suit in the local German Tax Court (Berlin-Brandenburg). In March 2016, the local German Tax Court dismissed our suit, and we appealed this decision to the German Federal Tax Court (FTC). The FTC held a hearing on our appeal on July 24, 2018, and we expect it to issue a decision during the third quarter of 2018. In 2015, UTC made tax and interest payments to German tax authorities of €275 million (approximately $300 million) in order to avoid additional interest accruals pending final resolution of this matter.

Asbestos Matters

As previously disclosed, like many other industrial companies, we and our subsidiaries have been named as defendants in lawsuits alleging personal injury as a result of exposure to asbestos integrated into certain of our products or business premises. While we have never manufactured asbestos and no longer incorporate it in any currently-manufactured products, certain of our historical products, like those of many other manufacturers, have contained components incorporating asbestos. A substantial majority of these asbestos-related claims have been dismissed without payment or were covered in full or in part by insurance or other forms of indemnity. Additional cases were litigated and settled without any insurance reimbursement. The amounts involved in asbestos related claims were not material individually or in the aggregate in any year.

Our estimated total liability to resolve all pending and unasserted potential future asbestos claims through 2059 is approximately $333 million and is principally recorded in Other long-term liabilities on our Condensed Consolidated Balance Sheet as of June 30, 2018. This amount is on a pre-tax basis, not discounted, and excludes the Company’s legal fees to defend the asbestos claims (which will continue to be expensed by the Company as they are incurred). In addition, the Company has an insurance recovery receivable for probable asbestos related recoveries of approximately $146 million, which is included primarily in Other assets on our Condensed Consolidated Balance Sheet as of June 30, 2018.

The amounts recorded by UTC for asbestos-related liabilities and insurance recoveries are based on currently available information and assumptions that we believe are reasonable. Our actual liabilities or insurance recoveries could be higher or lower than those recorded if actual results vary significantly from the assumptions. Key variables in these assumptions include the number and type of new claims to be filed each year, the outcomes or resolution of such claims, the average cost of resolution of each new claim, the amount of insurance available, allocation methodologies, the contractual terms with each insurer with whom we have reached settlements, the resolution of coverage issues with other excess insurance carriers with whom we have not yet achieved settlements, and the solvency risk with respect to our insurance carriers. Other factors that may affect our future liability include uncertainties surrounding the litigation process from jurisdiction to jurisdiction and from case to case, legal rulings that may be made by state and federal courts, and the passage of state or federal legislation. At least annually, the Company evaluates all of these factors and, with input from an outside actuarial expert, makes any necessary adjustments to both our estimated asbestos liabilities and insurance recoveries.

Other.

As described in Note 14 of this Form 10-Q and Note 17 to the Consolidated Financial Statements in our 2017 Annual Report, we extend performance and operating cost guarantees beyond our normal warranty and service policies for extended periods on some of our products. We have accrued our estimate of the liability that may result under these guarantees and for service costs that are probable and can be reasonably estimated.

We also have other commitments and contingent liabilities related to legal proceedings, self-insurance programs and matters arising out of the normal course of business. We accrue contingencies based upon a range of possible outcomes. If no amount within this range is a better estimate than any other, then we accrue the minimum amount.

In the ordinary course of business, the Company and its subsidiaries are also routinely defendants in, parties to or otherwise subject to many pending and threatened legal actions, claims, disputes and proceedings. These matters are often based on alleged violations of contract, product liability, warranty, regulatory, environmental, health and safety, employment, intellectual property, tax and other laws. In some instances, claims for substantial monetary damages are asserted against the Company and its subsidiaries and could result in fines, penalties, compensatory or treble damages or non-monetary relief. We do not believe that these matters will have a material adverse effect upon our competitive position, results of operations, cash flows or financial condition.

Note 16: Segment Financial Data

Our operations are classified into four principal segments: Otis, UTC Climate, Controls & Security, Pratt & Whitney, and UTC Aerospace Systems. The segments are generally based on the management structure of the businesses and the grouping of similar operating companies, where each management organization has general operating autonomy over diversified products and services. As discussed in Note 7, 2017 amounts have been recast based on the adoption of ASU 2017-07.

Total sales by segment include inter-segment sales, which are generally made at prices approximating those that the selling entity is able to obtain on external sales. Results for the quarters ended June 30, 2018 and 2017 are as follows:

	Net Sales		Operating Profits		Operating Profit Margins	
(dollars in millions)	2018	2017	2018	2017	2018	2017
Otis	$ 3,344	$ 3,131	$ 488	$ 539	14.6%	17.2%
UTC Climate, Controls & Security	5,035	4,712	1,645	837	32.7%	17.8%
Pratt & Whitney	4,736	4,070	397	364	8.4%	8.9%
UTC Aerospace Systems	3,962	3,640	569	534	14.4%	14.7%
Total segments	17,077	15,553	3,099	2,274	18.1%	14.6%
Eliminations and other	(372)	(273)	(97)	(5)		
General corporate expenses	—	—	(126)	(105)		
Consolidated	$ 16,705	$ 15,280	$ 2,876	$ 2,164	17.2%	14.2%

Results for the six months ended June 30, 2018 and 2017 are as follows:

	Net Sales		Operating Profits		Operating Profit Margins	
(dollars in millions)	2018	2017	2018	2017	2018	2017
Otis	$ 6,381	$ 5,935	$ 938	$ 986	14.7%	16.6%
UTC Climate, Controls & Security	9,411	8,604	2,237	1,768	23.8%	20.5%
Pratt & Whitney	9,065	7,828	810	720	8.9%	9.2%
UTC Aerospace Systems	7,779	7,251	1,157	1,065	14.9%	14.7%
Total segments	32,636	29,618	5,142	4,539	15.8%	15.3%
Eliminations and other	(689)	(523)	(108)	(23)		
General corporate expenses	—	—	(230)	(208)		
Consolidated	$ 31,947	$ 29,095	$ 4,804	$ 4,308	15.0%	14.8%

Geographic sales are attributed to the geographic regions based on their location of origin. Segment information for the quarter ended June 30, 2018 is as follows:

(dollars in millions)	Otis	UTC Climate, Controls & Security	Pratt & Whitney	UTC Aerospace Systems	Total
Primary Geographical Markets					
United States	$ 859	$ 2,618	$ 3,652	$ 2,776	$ 9,905
Europe	1,054	1,455	126	585	3,220
Asia Pacific	1,169	720	312	85	2,286
Other	262	242	646	516	1,666
Total segment	$ 3,344	$ 5,035	$ 4,736	$ 3,962	17,077
Eliminations and other					(372)
Consolidated					$ 16,705

Segment information for the six months ended June 30, 2018 is as follows:

(dollars in millions)	Otis	UTC Climate, Controls & Security	Pratt & Whitney	UTC Aerospace Systems	Total
Primary Geographical Markets					
United States	$ 1,704	$ 4,713	$ 6,773	$ 5,430	$ 18,620
Europe	2,059	2,839	299	1,192	6,389
Asia Pacific	2,091	1,405	680	169	4,345
Other	527	454	1,313	988	3,282
Total segment	$ 6,381	$ 9,411	$ 9,065	$ 7,779	32,636
Eliminations and other					(689)
Consolidated					$ 31,947

Segment sales disaggregated by product type and product versus service for the quarter ended June 30, 2018 are as follows:

(dollars in millions)	Otis	UTC Climate, Controls & Security	Pratt & Whitney	UTC Aerospace Systems	Total
Product Type					
Commercial and industrial, non aerospace	$ 3,344	$ 5,035	$ 5	$ 15	$ 8,399
Commercial aerospace	—	—	3,369	3,024	6,393
Military aerospace	—	—	1,362	923	2,285
Total segment	$ 3,344	$ 5,035	$ 4,736	$ 3,962	17,077
Eliminations and other					(372)
Consolidated					$ 16,705
Sales Type					
Product	$ 1,525	$ 4,213	$ 2,775	$ 3,340	$ 11,853
Service	1,819	822	1,961	622	5,224
Total segment	$ 3,344	$ 5,035	$ 4,736	$ 3,962	17,077
Eliminations and other					(372)
Consolidated					$ 16,705

Segment sales disaggregated by product type and product versus service for the six months ended June 30, 2018 are as follows:

(dollars in millions)	Otis	UTC Climate, Controls & Security	Pratt & Whitney	UTC Aerospace Systems	Total
Product Type					
Commercial and industrial, non aerospace	$ 6,381	$ 9,411	$ 26	$ 30	$ 15,848
Commercial aerospace	—	—	6,568	5,935	12,503
Military aerospace	—	—	2,471	1,814	4,285
Total segment	$ 6,381	$ 9,411	$ 9,065	$ 7,779	32,636
Eliminations and other					(689)
Consolidated					$ 31,947
Sales Type					
Product	$ 2,744	$ 7,811	$ 5,312	$ 6,528	$ 22,395
Service	3,637	1,600	3,753	1,251	10,241
Total segment	$ 6,381	$ 9,411	$ 9,065	$ 7,779	32,636
Eliminations and other					(689)
Consolidated					$ 31,947

Note 17: Accounting Pronouncements

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. The new standard establishes a right-of-use (ROU) model that requires a lessee to record a ROU asset and a lease liability on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the Condensed Consolidated Statement of Operations. In addition, this standard requires a lessor to classify leases as either sales-type, finance or operating. A lease will be treated as a sale if it transfers all of the risks and rewards, as well as control of the underlying asset, to the lessee. If risks and rewards are conveyed without the transfer of control, the lease is treated as financing. If the lessor doesn't convey risks and rewards or control, the lease is treated as operating.

ASU 2016-02 is effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. A modified retrospective transition approach is required for lessees for capital and operating leases and lessors for sales-type, direct financing, and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. We expect that upon adoption we will recognize ROU assets and lease liabilities and that the amounts could be material. We do not expect the ASU to have a material impact on our cash flows or results of operations.

In February 2018, the FASB issued ASU 2018-02, *Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income (Topic 220)*. The new standard allows companies to reclassify to retained earnings the stranded tax effects in accumulated other comprehensive income (AOCI) from the newly-enacted US Tax Cuts and Jobs Act. The new standard is effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years, with early adoption permitted. We are still evaluating the impact of our pending adoption of the new standard on our consolidated financial statements. However, we expect that upon adoption we will recognize a reclassification from AOCI to retained earnings that could be material. We do not expect this ASU to have a material impact on our cash flows and results of operations.

With respect to the unaudited condensed consolidated financial information of UTC for the quarter and six months ended June 30, 2018 and 2017, PricewaterhouseCoopers LLP (PricewaterhouseCoopers) reported that it has applied limited procedures in accordance with professional standards for a review of such information. However, its report dated July 27, 2018, appearing below, states that the firm did not audit and does not express an opinion on that unaudited condensed consolidated financial information. PricewaterhouseCoopers has not carried out any significant or additional audit tests beyond those that would have been necessary if their report had not been included. Accordingly, the degree of reliance on its report on such information should be restricted in light of the limited nature of the review procedures applied. PricewaterhouseCoopers is not subject to the liability provisions of Section 11 of the Securities Act of 1933, as amended (the Act) for its report on the unaudited condensed consolidated financial information because that report is not a "report" or a "part" of a registration statement prepared or certified by PricewaterhouseCoopers within the meaning of Sections 7 and 11 of the Act.

Report of Independent Registered Public Accounting Firm

To the Shareowners and Board of Directors of United Technologies Corporation

Results of Review of Financial Information

We have reviewed the accompanying condensed consolidated balance sheet of United Technologies Corporation and its subsidiaries as of June 30, 2018, and the related condensed consolidated statements of operations and of comprehensive income for the three-month and six-month periods ended June 30, 2018 and 2017 and the condensed consolidated statement of cash flows for the six-month periods ended June 30, 2018 and 2017, including the related notes (collectively referred to as the “interim financial information”). Based on our reviews, we are not aware of any material modifications that should be made to the accompanying interim financial information for it to be in conformity with accounting principles generally accepted in the United States of America.

We have previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheet of the Corporation as of December 31, 2017, and the related consolidated statements of operations, of comprehensive income, of changes in equity and of cash flows for the year then ended (not presented herein), and in our report dated February 8, 2018, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying condensed consolidated balance sheet as of December 31, 2017 is fairly stated, in all material respects, in relation to the consolidated balance sheet from which it has been derived.

Basis for Review Results

This interim financial information is the responsibility of the Corporation’s management. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (“PCAOB”) and are required to be independent with respect to the Corporation in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB. We conducted our review in accordance with the standards of the PCAOB. A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the PCAOB, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

/s/ PricewaterhouseCoopers LLP
Hartford, CT
July 27, 2018

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

BUSINESS OVERVIEW

We are a global provider of high technology products and services to the building systems and aerospace industries. Our operations for the periods presented herein are classified into four principal business segments: Otis, UTC Climate, Controls & Security, Pratt & Whitney, and UTC Aerospace Systems. Otis and UTC Climate, Controls & Security are referred to as the "commercial businesses," while Pratt & Whitney and UTC Aerospace Systems are referred to as the "aerospace businesses."

The current status of significant factors affecting our business environment in 2018 is discussed below. For additional discussion, refer to the "Business Overview" section in Management's Discussion and Analysis of Financial Condition and Results of Operations in our 2017 Annual Report, which is incorporated by reference in our 2017 Form 10-K.

General

Our worldwide operations can be affected by industrial, economic and political factors on both a regional and global level. To limit the impact of any one industry, or the economy of any single country on our consolidated operating results, our strategy has been, and continues to be, the maintenance of a balanced and diversified portfolio of businesses. Our operations include original equipment manufacturing (OEM) and extensive related aftermarket parts and services in both our commercial and aerospace businesses. Our business mix also reflects the combination of shorter cycles at UTC Climate, Controls & Security and in our commercial aerospace spares businesses, and longer cycles at Otis and in our aerospace OEM and aftermarket maintenance businesses. Our customers are in the public and private sectors, and our businesses reflect an extensive geographic diversification that has evolved with continued globalization.

Our military businesses' sales are affected by U.S. Department of Defense budget and spending levels. Total sales to the U.S. Government were $1.8 billion and $1.4 billion for the quarters ended June 30, 2018 and 2017, 11% and 9% of total UTC sales for those periods, respectively. The defense portion of our aerospace business is affected by changes in market demand and the global political environment. Our participation in long-term production, development and sustainment programs for the U.S. Government has and is expected to contribute positively to our results in 2018.

Acquisition Activity

Our growth strategy contemplates acquisitions. Our operations and results can be affected by the rate and extent to which appropriate acquisition opportunities are available, acquired businesses are effectively integrated, and anticipated synergies or cost savings are achieved. During the six months ended June 30, 2018, our investment in business acquisitions was $134 million, which primarily reflects an acquisition at Pratt & Whitney. On September 4, 2017, we announced that we had entered into a merger agreement with Rockwell Collins, under which we agreed to acquire Rockwell Collins. See Note 1: Acquisitions, Dispositions, Goodwill and Other Intangible Assets for additional discussion. We do not expect to have additional significant acquisition spend, other than the pending acquisition of Rockwell Collins. However, actual acquisition spending may vary depending upon the timing, availability and value of acquisition opportunities. To help manage the cash flow and liquidity resulting from the pending acquisition, we have suspended share repurchases, excluding activity relating to our equity award programs and employee savings plans.

Other

Government legislation, policies and regulations can have a negative impact on our worldwide operations. Government regulation of refrigerants and energy efficiency standards, elevator safety codes and fire protection regulations are important to our commercial businesses. Government and market-driven safety and performance regulations, restrictions on aircraft engine noise and emissions, and government procurement practices can impact our aerospace and defense businesses.

Global economic and political conditions, changes in raw material and commodity prices, interest rates, foreign currency exchange rates, energy costs, levels of end market demand in construction, levels of air travel, the financial condition of commercial airlines, and the impact from natural disasters and weather conditions create uncertainties that could impact our earnings outlook for the remainder of 2018. See Part I, Item 1A, "Risk Factors" in our 2017 Form 10-K for further discussion.

CRITICAL ACCOUNTING ESTIMATES

Preparation of our financial statements requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, sales and expenses. We believe the most complex and sensitive judgments, because of their significance to the Consolidated Financial Statements, result primarily from the need to make estimates about the effects of matters that are inherently uncertain. Management's Discussion and Analysis of Financial Condition and Results of Operations and Note 1 to the Consolidated Financial Statements in our 2017 Annual Report, incorporated by reference in our 2017 Form 10-K, describe the significant accounting estimates and policies used in preparation of the Consolidated Financial Statements. Actual results in these areas could differ from management's estimates.

Effective January 1, 2018, we adopted ASU 2014-09 and its related amendments (collectively, the New Revenue Standard) and elected the modified retrospective approach.

Revenue Recognition Accounting Policy Summary. We account for revenue in accordance with Accounting Standards Codification (ASC) Topic 606: *Revenue from Contracts with Customers*. Under Topic 606, a performance obligation is a promise in a contract with a customer to transfer a distinct good or service to the customer. Some of our contracts with customers contain a single performance obligation, while others contain multiple performance obligations most commonly when a contract spans multiple phases of the product life-cycle such as development, production, maintenance and support. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. When there are multiple performance obligations within a contract, we allocate the transaction price to each performance obligation based on its standalone selling price.

We consider the contractual consideration payable by the customer and assess variable consideration that may affect the total transaction price, including contractual discounts, contract incentive payments, estimates of award fees, and other sources of variable consideration, when determining the transaction price of each contract. We include variable consideration in the estimated transaction price when there is a basis to reasonably estimate the amount. These estimates are based on historical experience, anticipated performance and our best judgment at the time. We also consider whether our contracts provide customers with significant financing. Generally, our contracts do not contain significant financing.

Point in time revenue recognition. Timing of the satisfaction of performance obligations varies across our businesses due to our diverse product and service mix, customer base, and contractual terms. Performance obligations are satisfied as of a point in time for heating, ventilating, air-conditioning and refrigeration systems, certain alarm and fire detection and suppression systems, and certain aerospace components, engines, and spare parts. Revenue is recognized when control of the product transfers to the customer, generally upon product shipment.

Over-time revenue recognition. Performance obligations are satisfied over-time if the customer receives the benefits as we perform work, if the customer controls the asset as it is being produced, or if the product being produced for the customer has no alternative use and we have a contractual right to payment. Revenue is recognized for our construction-type and certain production-type contracts on an over-time basis. We recognize revenue on an over-time basis on certain long-term aerospace aftermarket contracts and aftermarket service work; development, fixed price, and other cost reimbursement contracts in our aerospace businesses; and elevator and escalator sales, installation, service, modernization and other construction contracts in our commercial businesses. For construction and installation contracts within our commercial businesses and aerospace performance obligations satisfied over time, revenue is recognized using costs incurred to date relative to total estimated costs at completion to measure progress. Incurred costs represent work performed, which correspond with and best depict transfer of control to the customer. Contract costs include labor, materials, and subcontractors' costs, or other direct costs, and where applicable on government and commercial contracts, indirect costs.

For certain of our long-term aftermarket contracts, revenue is recognized over the contract period. In the commercial businesses, revenue is primarily recognized on a straight-line basis over the contract period. In the aerospace businesses, we generally account for such contracts as a series of daily obligations to stand ready to provide product maintenance and aftermarket services. Revenue is primarily recognized in proportion to cost as sufficient historical evidence indicates that the cost of performing services under the contract is incurred on an other than straight-line basis. Aerospace contract modifications are routine and contracts are often modified to account for changes in contract specifications or requirements. Contract modifications that are for goods or services that are not distinct are accounted for as part of the existing contract.

We incur costs for engineering and development of aerospace products directly related to existing or anticipated contracts with customers. Such costs generate or enhance our ability to satisfy our performance obligations under these contracts. We capitalize these costs as contract fulfillment costs to the extent the costs are recoverable from the associated contract margin and subsequently amortize the costs as the original equipment (OEM) products are delivered to the customer. In instances where intellectual property does not transfer to the customer, we defer the customer funding of OEM product engineering and development and recognize revenue when the OEM products are delivered to the customer. Costs to obtain contracts are not material.

Loss provisions on OEM contracts are recognized to the extent that estimated contract costs exceed the estimated consideration from the products contemplated under the contractual arrangement. For new commitments, we generally record loss provisions at the earlier of contract announcement or contract signing except for certain contracts under which losses are recorded upon receipt of the purchase order that obligates us to perform. For existing commitments, anticipated losses on contractual arrangements are recognized in the period in which losses become evident. Products contemplated under contractual arrangements include firm quantities of product sold under contract and, in the large commercial engine and wheels and brakes businesses, future highly probable sales of replacement parts required by regulation that are expected to be sold subsequently for incorporation into the original equipment. In the large commercial engine and wheels and brakes businesses, when the combined original equipment and aftermarket arrangement for each individual sales campaign are profitable, we record original equipment product losses, as applicable, at the time of delivery.

We review our cost estimates on significant contracts on a quarterly basis and for others, no less frequently than annually or when circumstances change and warrant a modification to a previous estimate. We record changes in contract estimates using the cumulative catch-up method.

Note 2 of the condensed consolidated financial statements contains further detail regarding the adoption of the New Revenue Standard and its impact on the statement of operations for the quarter and six months ended June 30, 2018 and the balance sheet as of June 30, 2018.

RESULTS OF OPERATIONS

Net Sales

	Quarter Ended June 30,		Six Months Ended June 30,	
(dollars in millions)	**2018**	**2017**	**2018**	**2017**
Net Sales	$ 16,705	$ 15,280	$ 31,947	$ 29,095

The factors contributing to the total percentage change year-over-year in total net sales for the quarter and six months ended June 30, 2018 are as follows:

	Quarter Ended June 30, 2018	Six Months Ended June 30, 2018
Organic change	6%	6%
Foreign currency translation	2%	2%
Other	1%	2%
Total % change	9%	10%

All four segments experienced organic sales growth for both the quarter and six months ended June 30, 2018. During the quarter ended June 30, 2018, Pratt & Whitney sales grew 12% organically, driven by higher commercial aftermarket sales, higher commercial OEM sales and higher military sales, partially offset by lower Pratt & Whitney Canada OEM sales. UTC Aerospace Systems grew 8% organically primarily driven by higher commercial aftermarket and military sales and higher commercial aerospace OEM sales. Organic sales growth of 4% at Climate, Controls & Security was driven by growth in residential HVAC, global commercial HVAC, and transport refrigeration. Otis sales grew 3% organically, reflecting higher service sales, driven by growth in North America and Asia, and higher new equipment sales. The increase in new equipment sales was driven by higher sales in Europe, partially offset by a decline in China.

During the six months ended June 30, 2018, Pratt & Whitney sales grew 11% organically, reflecting growth across all major businesses. UTC Aerospace Systems grew 7% organically, driven by higher commercial aftermarket and military sales. Organic sales growth of 5% at Climate, Controls & Security was driven by growth in residential HVAC, global commercial HVAC, and transport refrigeration. Otis sales grew 2% organically, reflecting higher service sales, driven by growth in North America and Asia. Otis new equipment sales were consistent with the prior year as growth in Europe was offset by a decline in China.

Cost of Products and Services Sold

	Quarter Ended June 30,		Six Months Ended June 30,	
(dollars in millions)	**2018**	**2017**	**2018**	**2017**
Total cost of products and services sold	$ 12,422	$ 11,164	$ 23,702	$ 21,300
Percentage of net sales	74.4%	73.1%	74.2%	73.2%

The factors contributing to the percentage change year-over-year for the quarter and six months ended June 30, 2018 in total cost of products and services sold are as follows:

	Quarter Ended June 30, 2018	Six Months Ended June 30, 2018
Organic change	7%	6%
Foreign currency translation	2%	3%
Other	2%	2%
Total % change	11%	11%

The organic increase in total cost of products and services sold for the quarter and six months ended June 30, 2018 was primarily driven by the organic sales increases noted above.

Gross Margin

	Quarter Ended June 30,		Six Months Ended June 30,	
(dollars in millions)	2018	2017	2018	2017
Gross margin	$ 4,283	$ 4,116	$ 8,245	$ 7,795
Percentage of net sales	25.6%	26.9%	25.8%	26.8%

The decrease in gross margin as a percentage of sales for the quarter ended June 30, 2018 includes a 190 basis point decline in Pratt & Whitney's gross margin driven by higher negative engine margin in the large commercial engine business and adverse mix at Pratt & Whitney Canada and in the military business. Otis gross margin declined 190 basis points primarily driven by unfavorable pricing. Gross margin at UTC Climate, Controls & Security declined 10 basis points. These declines were offset by a 20 basis point improvement at UTC Aerospace Systems reflecting higher commercial aftermarket volumes and cost reduction.

The decrease in gross margin as a percentage of sales for the six months ended June 30, 2018 includes a 190 basis point decline in Pratt & Whitney's gross margin driven by higher negative engine margin in the large commercial engine business and adverse mix at Pratt & Whitney Canada and in the military business. Otis gross margin declined 150 basis points primarily driven by unfavorable pricing. Gross margin at UTC Climate, Controls & Security declined 10 basis points. These declines were offset by a 60 basis point improvement at UTC Aerospace Systems reflecting higher commercial aftermarket volumes and cost reduction.

Research and Development

	Quarter Ended June 30,		Six Months Ended June 30,	
(dollars in millions)	2018	2017	2018	2017
Company-funded	$ 589	$ 619	$ 1,143	$ 1,205
Percentage of net sales	3.5%	4.1%	3.6%	4.1%
Customer-funded	$ 365	$ 395	$ 688	$ 735
Percentage of net sales	2.2%	2.6%	2.2%	2.5%

Research and development spending is subject to the variable nature of program development schedules and, therefore, year-over-year fluctuations in spending levels are expected. The majority of the company-funded spending is incurred by the aerospace businesses. The year-over-year decrease (5%) in company-funded research and development for the quarter ended June 30, 2018 was driven by declines at Pratt & Whitney (5%) and at UTC Aerospace Systems (3%) reflecting lower expenses across various commercial programs and the capitalization of certain development costs in accordance with the New Revenue Standard. These declines were partially offset by an increase at UTC Climate, Controls & Security (2%) to support the continued investment in new products. For the six months ended June 30, 2018 company-funded research and development declined 5%, driven by declines at Pratt & Whitney (4%) and at UTC Aerospace Systems (4%) reflecting lower expenses across various commercial programs and the capitalization of certain development costs in accordance with the New Revenue Standard. These declines were partially offset by an increase at UTC Climate, Controls & Security (2%) to support the continued investment in new products.

The decrease (8%) in customer-funded research and development for the quarter ended June 30, 2018 reflects a decline at UTC Aerospace Systems (10%) primarily driven by the deferral of certain development costs in accordance with the New Revenue Standard and lower expenses across various programs, partially offset by an increase at Pratt & Whitney (4%), primarily driven by higher research and development expenses on military development programs. The decline (6%) in customer-funded research and development for the six months ended June 30, 2018 reflects a decrease at UTC Aerospace Systems (7%), primarily driven by the deferral of certain development costs in accordance with the New Revenue Standard, partially offset by an increase at Pratt & Whitney (3%), primarily driven by higher research and development expenses on military development programs.

Selling, General and Administrative

	Quarter Ended June 30,		Six Months Ended June 30,	
(dollars in millions)	**2018**	**2017**	**2018**	**2017**
Selling, general and administrative expenses	$ 1,759	$ 1,590	$ 3,470	$ 3,127
Percentage of net sales	10.5%	10.4%	10.9%	10.7%

Selling, general and administrative expenses increased 11% in the quarter ended June 30, 2018, including the impact of foreign exchange (2%) and transaction costs related to the pending acquisition of Rockwell Collins (1%). The growth in Selling, general and administrative expenses also includes higher expenses at UTC Aerospace Systems (3%), reflecting increased headcount and employee compensation related expenses, higher expenses at UTC Climate, Controls & Security (1%), including the impact of costs associated with a product recall program, higher spending at Otis (1%) driven primarily by increased information technology costs, and an increase at Pratt & Whitney (1%) driven by increased headcount and employee compensation related expenses and costs to support higher volumes.

Selling, general and administrative expenses increased 11% in the six months ended June 30, 2018, including the impact of foreign exchange (3%) and transaction costs related to the pending acquisition of Rockwell Collins (1%). The growth in Selling, general and administrative expenses also includes higher expenses at UTC Aerospace Systems (2%), reflecting increased headcount and employee compensation related expenses, higher expenses at UTC Climate, Controls & Security (1%), including the impact of costs associated with a product recall program, higher spending at Otis (1%) driven by increased information technology costs and increased labor costs, and an increase at Pratt & Whitney (1%) driven by increased headcount and employee compensation related expenses and costs to support higher volumes.

We are continuously evaluating our cost structure and have implemented restructuring actions as a method of keeping our cost structure competitive. As appropriate, the amounts reflected above include the beneficial impact of restructuring actions on Selling, general and administrative expenses. See Note 8: Restructuring Costs and the Restructuring Costs section of Management's Discussion and Analysis of Financial Condition and Results of Operations for further discussion.

Other Income, Net

	Quarter Ended June 30,		Six Months Ended June 30,	
(dollars in millions)	**2018**	**2017**	**2018**	**2017**
Other income, net	$ 941	$ 257	$ 1,172	$ 845

Other income, net includes equity earnings in unconsolidated entities, royalty income, foreign exchange gains and losses, as well as other ongoing and nonrecurring items. The year-over-year increase in Other income, net ($684 million, 266%) for the quarter ended June 30, 2018 primarily reflects the gain on the sale of Taylor Company ($795 million, 309%), partially offset by an impairment of assets related to a previously acquired UTC Aerospace Systems business (19%) and the absence of a prior year gain on the sale of an investment in a UTC Climate, Controls & Security joint venture (9%).

The year-over-year increase in Other income, net ($327 million, 39%) for the six months ended June 30, 2018 primarily reflects the gain on the sale of Taylor Company ($795 million, 94%), the year-over-year impact of favorable insurance settlements (3%) and a gain on a divestiture at Pratt & Whitney (2%), partially offset by the absence of a prior year gain from the sale of UTC Climate, Controls & Security's investments in Watsco, Inc (45%), an impairment of assets related to a previously acquired UTC Aerospace Systems business (6%) and the absence of a prior year gain on the sale of an investment in a UTC Climate, Controls & Security joint venture (3%).

Interest Expense, Net

(dollars in millions)	Quarter Ended June 30, 2018	Quarter Ended June 30, 2017	Six Months Ended June 30, 2018	Six Months Ended June 30, 2017
Interest expense	$ 258	$ 251	$ 514	$ 487
Interest income	(24)	(25)	(51)	(48)
Interest expense, net	$ 234	$ 226	$ 463	$ 439
Average interest expense rate	3.5%	3.6%	3.5%	3.6%

Interest expense, net increased 4% and 5% for the quarter and six months ended June 30, 2018, respectively. The increase in interest expense reflects the impact of the May 4, 2017 issuance of notes representing $4 billion in aggregate principal and the May 18, 2018 issuance of Euro-denominated notes representing €2 billion in aggregate principal, partially offset by the favorable impact of the repayment at maturity of the following: 1.8% notes in June 2017 representing $1.5 billion in aggregate principal; the 6.8% notes in February 2018 representing $99 million of aggregate principal; the Euro-denominated floating rate notes in February 2018 representing €750 million in aggregate principal; and the 1.778% notes in May 2018 representing $1.1 billion of aggregate principal. The average maturity of our long-term debt at June 30, 2018 is approximately 11 years.

Income Taxes

	Quarter Ended June 30, 2018	Quarter Ended June 30, 2017	Six Months Ended June 30, 2018	Six Months Ended June 30, 2017
Effective tax rate	24.5%	25.7%	25.8%	27.1%

On December 22, 2017 Public Law 115-97 “An Act to Provide for Reconciliation Pursuant to Titles II and V of the Concurrent Resolution on the Budget for Fiscal Year 2018” was enacted. This law is commonly referred to as the Tax Cuts and Jobs Act of 2017 (TCJA). In accordance with Staff Accounting Bulletin 118 (SAB 118) issued on December 22, 2017, the U.S. income tax amounts recorded attributable to the TCJA’s deemed repatriation provision, the revaluation of U.S. deferred taxes and the tax consequences relating to states with current conformity to the Internal Revenue Code are provisional amounts. Due to the enactment date and tax complexities of the TCJA, the Company has not completed its accounting related to these items.

Prior to enactment of the TCJA, with few exceptions, U.S. income taxes had not been provided on undistributed earnings of UTC's international subsidiaries as the Company had intended to reinvest such earnings permanently outside the U.S. or to repatriate such earnings only when it was tax effective to do so. The Company continues to evaluate the impact of the TCJA on its existing accounting position related to the undistributed earnings. Due to the inherent complexities in determining any incremental U.S. Federal and State taxes and the non-U.S. taxes that may be due if all of these earnings were remitted to the U.S. and as provided for by SAB 118 this evaluation has not yet been completed and no provisional amount has been recorded in regard to the undistributed amounts. After completing its evaluation, the Company will accrue any additional taxes due on previously undistributed earnings to be distributed in the future.

The Company will continue to accumulate and refine the relevant data and computational elements needed to finalize its accounting for the effects of the TCJA by December 22, 2018.

The decrease in the effective tax rate for the quarter ended June 30, 2018 is primarily due to a reduction of the estimated full year forecasted effective tax rate as a result of the enactment of TCJA. This is partially offset by a decrease in tax benefits associated with equity compensation and the absence of incremental tax benefits related to a claim based on the outcome of a favorable Federal Court decision of another taxpayer reported in the quarter ended June 30, 2017.

The decrease in the effective tax rate for the six months ended June 30, 2018 and 2017 is primarily related to the tax benefits described above as well as impacts of the previous quarter TCJA provisional adjustment and absence of the gain on the sale of UTC Climate, Controls & Security's investments in Watsco, Inc. in the first quarter of 2017.

As shown in the table above, the effective tax rate for the six months ended June 30, 2018 is 25.8%; the effective income tax rate for the same period, excluding restructuring, non-operational nonrecurring items, is 24.4%. We estimate our full year 2018 annual effective income tax rate to be approximately 24.5%, excluding restructuring, non-operational nonrecurring items and adjustments related to the TCJA.

Net Income Attributable to Common Shareowners

(dollars in millions, except per share amounts)	Quarter Ended June 30, 2018	Quarter Ended June 30, 2017	Six Months Ended June 30, 2018	Six Months Ended June 30, 2017
Net income attributable to common shareowners	$ 2,048	$ 1,439	$ 3,345	$ 2,825
Diluted earnings per share from operations	$ 2.56	$ 1.80	$ 4.18	$ 3.53

Net income attributable to common shareowners for the quarter ended June 30, 2018 includes restructuring charges, net of tax benefit, of $59 million as well as a net gain for significant non-operational and/or nonrecurring items, including the impact of taxes, of $531 million. The effect of restructuring charges and significant non-operational and/or nonrecurring items on diluted earnings per share for the quarter ended June 30, 2018 was a gain of $0.59 per share while the effect of foreign currency translation and Pratt &Whitney Canada hedging generated a favorable impact of $0.01 per diluted share.

Net income from continuing operations attributable to common shareowners for the quarter ended June 30, 2017 includes restructuring charges, net of tax benefit, of $40 million. The effect of restructuring charges on diluted earnings per share for the quarter ended June 30, 2017 was $0.05 per share while the effect of foreign currency translation and Pratt &Whitney Canada hedging generated a favorable impact of $0.03 per diluted share.

Net income attributable to common shareowners for the six months ended June 30, 2018 includes restructuring charges, net of tax benefit, of $111 million as well as a net gain for significant non-operational and/or nonrecurring items, including the impact of taxes, of $459 million. The effect of restructuring charges and nonrecurring items on diluted earnings per share for the six months ended June 30, 2018 was a gain of $0.44 per share while the effect of foreign currency translation and Pratt &Whitney Canada hedging generated a favorable impact of $0.06 per diluted share.

Net income from continuing operations attributable to common shareowners for the six months ended June 30, 2017 includes restructuring charges, net of tax benefit, of $74 million as well as the net favorable impact of significant non-operational and/or nonrecurring items, net of tax, of $238 million. The effect of restructuring charges and nonrecurring items on diluted earnings per share for the six months ended June 30, 2017 was $0.20 per share while the effect of foreign currency translation and Pratt &Whitney Canada hedging generated a favorable impact of $0.06 per diluted share.

Restructuring Costs

(dollars in millions)	Six Months Ended June 30, 2018	Six Months Ended June 30, 2017
Restructuring costs	$ 149	$ 112

Restructuring actions are an essential component of our operating margin improvement efforts and relate to existing and recently acquired operations. Charges generally arise from severance related to workforce reductions, facility exit and lease termination costs associated with the consolidation of field and manufacturing operations and costs to exit legacy programs. We expect restructuring costs in 2018 to be consistent with 2017, including trailing costs related to prior actions associated with our continuing cost reduction efforts and the integration of acquisitions. We continue to closely monitor the economic environment and may undertake further restructuring actions to keep our cost structure aligned with the demands of the prevailing market conditions.

2018 Actions. During the six months ended June 30, 2018, we recorded net pre-tax restructuring charges of $73 million relating to ongoing cost reduction actions initiated in 2018. We expect to incur additional restructuring charges of $62 million to complete these actions. We are targeting to complete in 2018 and 2019 the majority of the remaining workforce and facility related cost reduction actions initiated in 2018. We expect recurring pre-tax savings in continuing operations to increase to approximately $60 million annually over the two-year period subsequent to initiating the actions. Approximately 83% of the total expected pre-tax charges will require cash payments, which we have funded and expect to continue to fund with cash generated from operations. During the six months ended June 30, 2018, we had cash outflows of approximately $27 million related to the 2018 actions.

2017 Actions. During the six months ended June 30, 2018 and 2017, we recorded net pre-tax restructuring charges of $67 million and $63 million, respectively, for actions initiated in 2017. We expect to incur additional restructuring charges of $82 million to complete these actions. We are targeting to complete in 2018 the majority of the remaining workforce and facility related cost reduction actions initiated in 2017. We expect recurring pre-tax savings in continuing operations to increase over the two-year period subsequent to initiating the actions to approximately $211 million annually, of which, approximately $90 million was realized during the six months ended June 30, 2018. Approximately 87% of the total expected pre-tax charge will require cash payments, which we have and expect to continue to fund with cash generated from operations. During the six months ended June 30, 2018, we had cash outflows of approximately $63 million related to the 2017 actions.

In addition, during the six months ended June 30, 2018, we recorded net pre-tax restructuring costs totaling $9 million for restructuring actions initiated in 2016 and prior. For additional discussion of restructuring, see Note 8 to the Condensed Consolidated Financial Statements.

Segment Review

Segments are generally based on the management structure of the businesses and the grouping of similar operating companies, where each management organization has general operating autonomy over diversified products and services. Adjustments to reconcile segment reporting to the consolidated results for the quarter and six months ended June 30, 2018 and 2017 are included in "Eliminations and other", which also includes certain smaller subsidiaries. We attempt to quantify material cited factors within our discussion of the results of each segment whenever those factors are determinable. However, in some instances, the factors we cite within our segment discussion are based upon input measures or qualitative information that does not lend itself to quantification when discussed in the context of the financial results measured on an output basis and are not, therefore, quantified in the below discussions.

Commercial Businesses

Our commercial businesses generally serve customers in the worldwide commercial and residential property industries, and UTC Climate, Controls & Security also serves customers in the commercial and transport refrigeration industries. Sales in the commercial businesses are influenced by a number of external factors, including fluctuations in residential and commercial construction activity, regulatory changes, interest rates, labor costs, foreign currency exchange rates, customer attrition, raw material and energy costs, credit markets and other global and political factors. UTC Climate, Controls & Security's financial performance can also be influenced by production and utilization of transport equipment and, in the case of its residential business, weather conditions. To ensure adequate supply of products in the distribution channel, UTC Climate, Controls & Security customarily offers its customers incentives to purchase products. The principal incentive program provides reimbursements to distributors for offering promotional pricing on UTC Climate, Controls & Security products. We account for incentive payments made as a reduction to sales.

At constant currency and excluding the effect of acquisitions and divestitures, UTC Climate, Controls & Security equipment orders in the quarter ended June 30, 2018 increased 8% in comparison to the same period of the prior year, driven by increases in transport refrigeration (27%), residential equipment (8%) and commercial HVAC (6%). At constant currency, and excluding the impact of the New Revenue Standard, Otis new equipment orders in the quarter increased 10% in comparison to the prior year, driven by increased orders in North America (17%), Asia, excluding China (14%), the Middle East (58%) and China (8%).

Summary performance for each of the commercial businesses for the quarters ended June 30, 2018 and 2017 was as follows:

	Otis			UTC Climate, Controls & Security		
(dollars in millions)	2018	2017	Change	2018	2017	Change
Net Sales	$ 3,344	$ 3,131	7 %	$ 5,035	$ 4,712	7 %
Cost of Sales	2,389	2,177	10 %	3,521	3,289	7 %
	955	954	—	1,514	1,423	6 %
Operating Expenses and Other	467	415	13 %	(131)	586	(122)%
Operating Profits	$ 488	$ 539	(9)%	$ 1,645	$ 837	97 %
Operating Profit Margins	14.6%	17.2%		32.7%	17.8%	

Summary performance for each of the commercial businesses for the six months ended June 30, 2018 and 2017 was as follows:

	Otis			UTC Climate, Controls & Security		
(dollars in millions)	2018	2017	Change	2018	2017	Change
Net Sales	$ 6,381	$ 5,935	8 %	$ 9,411	$ 8,604	9 %
Cost of Sales	4,523	4,118	10 %	6,625	6,051	9 %
	1,858	1,817	2 %	2,786	2,553	9 %
Operating Expenses and Other	920	831	11 %	549	785	(30)%
Operating Profits	$ 938	$ 986	(5)%	$ 2,237	$ 1,768	27 %
Operating Profit Margins	14.7%	16.6%		23.8%	20.5%	

Otis –

Quarter Ended June 30, 2018 Compared with Quarter Ended June 30, 2017

	Factors Contributing to Total % Change				
	Organic / Operational	FX Translation	Acquisitions / Divestitures, net	Restructuring Costs	Other
Net Sales	3 %	4%	—	—	—
Cost of Sales	4 %	4%	—	—	2 %
Operating Profits	(8)%	4%	—	(2)%	(3)%

The organic sales increase of 3% reflects higher service sales (2%), primarily driven by growth in North America and Asia, and higher new equipment sales (1%) driven by higher sales in Europe (2%), partially offset by a decline in China (1%).

The operational profit decrease of 8% was driven by:

- unfavorable price and mix (6%), primarily driven by China
- unfavorable commodities impact (2%)
- higher selling, general and administrative expenses and research and development costs (2%)
- unfavorable transactional foreign exchange gains from mark-to-market adjustments and embedded foreign currency derivatives within certain new equipment contracts (1%)

These decreases were partially offset by:

- profit contribution from the higher sales volumes noted above (5%)

The 3% decrease in "Other" primarily represents the unfavorable impact of legal matters.

Six Months Ended June 30, 2018 Compared with Six Months Ended June 30, 2017

	Factors Contributing to Total % Change				
	Organic / Operational	FX Translation	Acquisitions / Divestitures, net	Restructuring Costs	Other
Net Sales	2 %	5%	—	—	1 %
Cost of Sales	3 %	5%	—	—	2 %
Operating Profits	(5)%	5%	—	(3)%	(2)%

The organic sales increase of 2% reflects higher service sales (2%), primarily driven by growth in North America and Asia. New equipment sales were consistent with the prior year as growth in Europe (1%) was offset by a decline in China (1%).

The operational profit decrease of 5% was driven by:

- unfavorable price and mix (9%), primarily driven by China
- unfavorable commodities impact (2%)
- higher selling, general and administrative expenses (2%)

These decreases were partially offset by:

- profit contribution from the higher sales volumes noted above (6%)

- favorable productivity (1%)
- favorable transactional foreign exchange gains from mark-to-market adjustments and embedded foreign currency derivatives within certain new equipment contracts (1%)

The 2% decrease in "Other" primarily represents the unfavorable impact of legal matters.

UTC Climate, Controls & Security –

Quarter Ended June 30, 2018 Compared with Quarter Ended June 30, 2017

	Factors Contributing to Total % Change				
	Organic / Operational	FX Translation	Acquisitions / Divestitures, net	Restructuring Costs	Other
Net Sales	4%	3%	—	—	—
Cost of Sales	4%	3%	—	—	—
Operating Profits	5%	1%	—	—	91%

The organic sales increase of 4% was primarily driven by growth in residential HVAC (1%), global commercial HVAC (1%), and transport refrigeration (1%) primarily driven by strong performance in the container division.

The operational profit increase of 5% was driven by:
- profit contribution from the higher sales volumes noted above, net of unfavorable mix (4%)
- the year-over-year impact of a prior year unfavorable contract adjustment related to a large commercial project (5%)

These increases were partially offset by:
- higher logistics costs (2%)
- higher research and development costs (1%)

The 91% increase in “Other” primarily reflects a gain on the sale of Taylor Company.

Six Months Ended June 30, 2018 Compared with Six Months Ended June 30, 2017

	Factors Contributing to Total % Change				
	Organic / Operational	FX Translation	Acquisitions / Divestitures, net	Restructuring Costs	Other
Net Sales	5%	4%	—	—	—
Cost of Sales	5%	4%	—	—	—
Operating Profits	5%	2%	—	1%	19%

The organic sales increase of 5% was driven by growth in residential HVAC (1%), global commercial HVAC (1%), and transport refrigeration (2%) primarily driven by strong performance in the container division.

The operational profit increase of 5% was driven by:
- profit contribution from the higher sales volumes noted above, net of unfavorable mix (5%)
- the year-over-year impact of a prior year unfavorable contract adjustment related to a large commercial project (4%)

These increases were partially offset by:
- increased logistics costs (1%)

- higher commodity cost, net of price (1%)
- higher research and development costs (1%)

The 19% increase in “Other” reflects a gain on the sale of Taylor Company (45%), partially offset by the absence of gains on the sale of investments in the prior year (23%), primarily Watsco, Inc., and the 2018 impact of period costs associated with a product recall program (1%).

Aerospace Businesses

The aerospace businesses serve both commercial and government aerospace customers. Revenue passenger miles (RPMs), U.S. Government military and space spending, and the general economic health of airline carriers are all barometers for our aerospace businesses. Performance in the general aviation sector is closely tied to the overall health of the economy and is positively correlated to corporate profits.

We continue to see growth in a strong commercial airline industry which is benefiting from traffic growth, lower airfares, and stronger economic conditions. Airline traffic, as measured by RPMs, grew approximately 7% in the first five months of 2018.

Our commercial aftermarket businesses continue to evolve as an increasing proportion of our aerospace businesses' customers are covered under Fleet Management Programs (FMPs) at Pratt & Whitney and long-term aftermarket service agreements at UTC Aerospace Systems. FMPs are comprehensive long-term spare part and service agreements with our customers. We expect a continued shift to FMPs and long-term aftermarket service agreements in lieu of transactional spare part sales as new aerospace product offerings enter our customers' fleets under long-term service agreements and legacy fleets are retired. For the first six months of 2018, as compared with 2017, total commercial aerospace aftermarket sales increased 15% at Pratt & Whitney and 14% at UTC Aerospace Systems.

Operating profit in the quarter and six months ended June 30, 2018 included significant net unfavorable changes in aerospace contract estimates totaling $41 million and $82 million, respectively, primarily reflecting unfavorable net contract adjustments recorded at Pratt & Whitney. Operating profit in the quarter ended June 30, 2017 included significant changes in aerospace contract estimates totaling $1 million, as favorable net contract adjustments recorded at UTC Aerospace Systems, were largely offset by unfavorable net contract adjustments recorded at Pratt & Whitney. Operating profit in the six months ended June 30, 2017 included significant net unfavorable changes in aerospace contract estimates of $29 million, primarily representing unfavorable contract adjustments recorded at Pratt & Whitney.

As previously disclosed, Pratt & Whitney's PurePower PW1500G engine models have been selected to power the Airbus A220 passenger aircraft (formerly Bombardier CSeries) which entered into service on July 15, 2016. There have been multi-year delays in the development of the aircraft. Notwithstanding these delays, Bombardier reports that they have received over 300 orders for the aircraft and that both the A220-100 and A220-300 aircraft models have been certified and have entered into revenue service. We have made various investments in support of the production and delivery of our PW1500G engines and systems for the A220 program, which we currently expect to recover through future deliveries of PW1500G powered A220 aircraft. On October 16, 2017, Bombardier and Airbus announced an agreement to become partners on the CSeries aircraft program. On July 1, 2018 the transaction was completed with Airbus acquiring a majority stake in the partnership. We will continue to monitor the progress of the program and our ability to recover our investments, which we believe is strengthened by this partnership.

Summary performance for each of the aerospace businesses for the quarters ended June 30, 2018 and 2017 was as follows:

	Pratt & Whitney			UTC Aerospace Systems		
(dollars in millions)	2018	2017	Change	2018	2017	Change
Net Sales	$ 4,736	$ 4,070	16%	$ 3,962	$ 3,640	9%
Cost of Sales	3,893	3,267	19%	2,922	2,690	9%
	843	803	5%	1,040	950	9%
Operating Expenses and Other	446	439	2%	471	416	13%
Operating Profits	$ 397	$ 364	9%	$ 569	$ 534	7%
Operating Profit Margins	8.4%	8.9%		14.4%	14.7%	

Summary performance for each of the aerospace businesses for the six months ended June 30, 2018 and 2017 was as follows:

	Pratt & Whitney			UTC Aerospace Systems		
(dollars in millions)	2018	2017	Change	2018	2017	Change
Net Sales	$ 9,065	$ 7,828	16 %	$ 7,779	$ 7,251	7%
Cost of Sales	7,414	6,253	19 %	5,705	5,357	6%
	1,651	1,575	5 %	2,074	1,894	10%
Operating Expenses and Other	841	855	(2)%	917	829	11%
Operating Profits	$ 810	$ 720	13 %	$ 1,157	$ 1,065	9%
Operating Profit Margins	8.9%	9.2%		14.9%	14.7%	

Pratt & Whitney –

Quarter Ended June 30, 2018 Compared with Quarter Ended June 30, 2017

	Factors Contributing to Total % Change				
	Organic / Operational	FX Translation*	Acquisitions / Divestitures, net	Restructuring Costs	Other
Net Sales	12%	—	—	—	4 %
Cost of Sales	12%	1 %	—	—	6 %
Operating Profits	21%	(1)%	—	1%	(12)%

** For Pratt & Whitney only, the transactional impact of foreign exchange hedging at Pratt & Whitney Canada has been netted against the translational foreign exchange impact for presentation purposes in the table above. For all other segments these foreign exchange transactional impacts are included within the organic/operational caption in their respective tables. Due to its significance to Pratt & Whitney's overall operating results, we believe it is useful to segregate the foreign exchange transactional impact in order to clearly identify the underlying financial performance.*

The organic sales increase of 12% primarily reflects higher commercial aftermarket sales (6%), increased commercial OEM sales (3%) and higher military sales (3%). The 4% increase in "Other" reflects the sales impact of adopting the New Revenue Standard.

The operational profit increase of 21% was primarily driven by:

- higher commercial aftermarket profit contribution (27%), driven by the sales increase noted above

This increase was partially offset by:

- lower military profit contribution (3%), driven by adverse mix
- lower commercial OEM profit contribution (1%), primarily driven by adverse mix at Pratt & Whitney Canada and higher negative engine margin
- higher selling, general and administrative expenses and other ramp-related costs (2%)

The 12% decrease in "Other" primarily reflects the operating profit impact of adopting the New Revenue Standard (7%) and the absence of prior year licensing income (5%).

Six Months Ended June 30, 2018 Compared with Six Months Ended June 30, 2017

	Factors Contributing to Total % Change				
	Organic / Operational	FX Translation*	Acquisitions / Divestitures, net	Restructuring Costs	Other
Net Sales	11%	—	—	—	5 %
Cost of Sales	12%	1%	—	—	6 %
Operating Profits	13%	2%	—	—	(2)%

The organic sales increase of 11% primarily reflects higher commercial aftermarket sales (7%), increased commercial OEM sales (2%), and higher military sales (3%). The 5% increase in "Other" reflects the sales impact of adopting the New Revenue Standard.

The operational profit increase of 13% was primarily driven by:

- higher commercial aftermarket profit contribution (21%), driven by the sales increase noted above
- higher military profit contribution (3%), driven by the sales increase noted above

These increases were partially offset by:

- lower commercial OEM profit contribution (11%), primarily driven by higher negative engine margin and customer support costs

The 2% decrease in "Other" primarily reflects the absence of prior year licensing income (3%), and the operating profit impact of adopting the New Revenue Standard (2%), partially offset by a gain on a divestiture (3%).

UTC Aerospace Systems –

Quarter Ended June 30, 2018 Compared with Quarter Ended June 30, 2017

	Factors Contributing to Total % Change				
	Organic / Operational	FX Translation	Acquisitions / Divestitures, net	Restructuring Costs	Other
Net Sales	8%	1 %	—	—	—
Cost of Sales	7%	1 %	—	1 %	—
Operating Profits	17%	(2)%	—	(2)%	(6)%

The organic sales increase of 8% primarily reflects higher commercial aftermarket and military sales (combined, 5%) and higher commercial aerospace OEM sales (4%).

The operational profit increase of 17% primarily reflects:

- higher commercial aftermarket and military profit contribution driven by the sales growth noted above (combined, 16%)
- higher commercial OEM profit contribution driven by the sales growth noted above (10%)

These increases were partially offset by:

- higher selling, general and administrative expenses (8%)

The 6% decrease in "Other" primarily reflects an impairment of assets related to a previously acquired business.

Six Months Ended June 30, 2018 Compared with Six Months Ended June 30, 2017

	Factors Contributing to Total % Change				
	Organic / Operational	FX Translation	Acquisitions / Divestitures, net	Restructuring Costs	Other
Net Sales	7%	1 %	—	—	(1)%
Cost of Sales	5%	1 %	—	—	—
Operating Profits	16%	(3)%	—	(1)%	(3)%

The organic sales increase of 7% primarily reflects higher commercial aftermarket and military sales (combined, 6%).

The operational profit increase of 16% primarily reflects:

- higher commercial aftermarket and military profit contribution driven by the sales growth noted above (combined, 23%)

These increases were partially offset by:

- higher selling, general and administrative expenses (7%)

The 3% decrease in "Other" primarily reflects an impairment of assets related to a previously acquired business.

Eliminations and other –

	Net Sales		Operating Profits	
	Quarter Ended June 30,		Quarter Ended June 30,	
(dollars in millions)	2018	2017	2018	2017
Eliminations and other	$ (372)	$ (273)	$ (97)	$ (5)
General corporate expenses	—	—	(126)	(105)

	Net Sales		Operating Profits	
	Six Months Ended June 30,		Six Months Ended June 30,	
(dollars in millions)	2018	2017	2018	2017
Eliminations and other	$ (689)	$ (523)	$ (108)	$ (23)
General corporate expenses	—	—	(230)	(208)

Eliminations and other reflects the elimination of sales, other income and operating profit transacted between segments, as well as the operating results of certain smaller businesses. The year-over-year increase in sales eliminations for the quarter and six months ended June 30, 2018, as compared to the same periods of 2017, reflects an increase in the amount of inter-segment eliminations, principally between our aerospace businesses. The decrease in operating profits for the quarter ended June 30, 2018, is driven by higher inter-segment profit eliminations resulting from increased inter-segment activity amongst our aerospace businesses, transaction costs related to the pending acquisition of Rockwell Collins, and lower year-over-year gains on sales of securities. The decrease in operating profits for the six months ended June 30, 2018, is primarily driven by higher inter-segment profit eliminations resulting from increased inter-segment activity amongst our aerospace businesses, and transaction costs related to the pending acquisition of Rockwell Collins.

LIQUIDITY AND FINANCIAL CONDITION

(dollars in millions)	June 30, 2018	December 31, 2017	June 30, 2017
Cash and cash equivalents	$ 11,068	$ 8,985	$ 9,345
Total debt	28,309	27,485	26,626
Net debt (total debt less cash and cash equivalents)	17,241	18,500	17,281
Total equity	33,346	31,421	30,155
Total capitalization (total debt plus total equity)	61,655	58,906	56,781
Net capitalization (total debt plus total equity less cash and cash equivalents)	50,587	49,921	47,436

Total debt to total capitalization	46%	47%	47%
Net debt to net capitalization	34%	37%	36%

We assess our liquidity in terms of our ability to generate cash to fund our operating, investing and financing activities. Our principal source of liquidity is operating cash flows from continuing operations. For 2018, we expect cash flows from continuing operations, net of capital expenditures, to approximate $4.5 billion to $5.0 billion. In addition to operating cash flows, other significant factors that affect our overall management of liquidity include: capital expenditures, customer financing requirements, investments in businesses, dividends, common stock repurchases, pension funding, access to the commercial paper markets, adequacy of available bank lines of credit, redemptions of debt, and the ability to attract long-term capital at satisfactory terms.

At June 30, 2018, we had cash and cash equivalents of $11,068 million, of which approximately 36% was held by UTC's foreign subsidiaries. We manage our worldwide cash requirements by reviewing available funds among the many subsidiaries through which we conduct our business and the cost effectiveness with which those funds can be accessed. As previously discussed, on December 22, 2017, the TCJA was enacted. Prior to enactment of the TCJA, with few exceptions, U.S. income taxes had not been provided on undistributed earnings of UTC's international subsidiaries as the Company had intended to reinvest such earnings permanently outside the U.S. or to repatriate such earnings only when it was tax effective to do so. The Company continues to evaluate the impact of the TCJA on its existing accounting position related to the undistributed earnings. Due to the inherent complexities in determining any incremental U.S. Federal and State taxes and the non-U.S. taxes that may be due if all of these earnings were remitted to the U.S., and in accordance with SAB 118, this evaluation has not been completed and no provisional amount has been recorded in regard to the undistributed amounts. After completing its evaluation, the Company will accrue any additional taxes due on previously undistributed earnings to be distributed in the future.

On occasion, we are required to maintain cash deposits with certain banks with respect to contractual obligations related to acquisitions or divestitures or other legal obligations. As of June 30, 2018 and December 31, 2017, the amount of such restricted cash was approximately $38 million and $33 million, respectively.

Historically, our strong debt ratings and financial position have enabled us to issue long-term debt at favorable market rates. Our ability to obtain debt financing at comparable risk-based interest rates is partly a function of our existing debt-to-total-capitalization level as well as our credit standing. Our debt-to-total-capitalization of 46% at June 30, 2018, remained relatively consistent with the prior year. We use our commercial paper borrowings for general corporate purposes, including the funding of potential acquisitions, pension contributions, debt refinancing, dividend payments and repurchases of our common stock. The need for commercial paper borrowing arises when the use of domestic cash for general corporate purposes exceeds the sum of domestic cash generation and foreign cash repatriated to the U.S.

At June 30, 2018, we had revolving credit agreements with various banks permitting aggregate borrowings of up to $4.35 billion pursuant to a $2.20 billion revolving credit agreement and a $2.15 billion multicurrency revolving credit agreement, both of which expire in August 2021. As of June 30, 2018, there were no borrowings under these revolving credit agreements. The undrawn portions of these revolving credit agreements are also available to serve as backup facilities for the issuance of commercial paper. As of June 30, 2018, our maximum commercial paper borrowing limit was $4.35 billion.

Commercial paper borrowings at June 30, 2018 include approximately €750 million ($876 million) of euro-denominated commercial paper.

On May 18, 2018, we issued €750 million aggregate principal amount of 1.150% senior notes due 2024, €500 million aggregate principal amount of 2.150% senior notes due 2030 and €750 million aggregate principal amount of senior floating rate notes due 2020. The net proceeds received from these debt issuances were used for general corporate purposes.

On May 4, 2018, we repaid at maturity approximately $1.1 billion aggregate principal amount of 1.778% junior subordinated notes.

On February 1, 2018, we repaid at maturity the $99 million 6.80% notes due in 2018 and on February 22, 2018, we repaid at maturity the €750 million EURIBOR plus 0.80% floating rate notes due in 2018.

On November 13, 2017, we issued €750 million aggregate principal amount of floating rate notes due 2019. The net proceeds from this debt issuance were used to fund the repayment of commercial paper and for other general corporate purposes.

On May 4, 2017, we issued $1.0 billion aggregate principal amount of 1.900% notes due 2020, $500 million aggregate principal amount of 2.300% notes due 2022, $800 million aggregate principal amount of 2.800% notes due 2024, $1.1 billion aggregate principal amount of 3.125% notes due 2027 and $600 million aggregate principal amount of 4.050% notes due 2047. The net proceeds received from these debt issuances were used to fund the repayment at maturity of our 1.800% notes due 2017, representing $1.5 billion in aggregate principal and other general corporate purposes.

Within the Business Overview of Management's Discussion and Analysis, we have described the pending acquisition of Rockwell Collins. The purchase consideration will be a combination of UTC shares and cash. We anticipate that approximately $15 billion will be required to pay the aggregate cash portion of the Merger Consideration. We expect to fund the cash portion of the Merger Consideration through debt issuances and cash on hand. Additionally, we have entered into a $6.5 billion 364-day unsecured bridge loan credit agreement that would be funded only to the extent certain anticipated debt issuances are not completed prior to the completion of the merger. We expect to assume approximately $7 billion of Rockwell Collins' outstanding debt. To help manage the cash flow and liquidity impact resulting from the pending acquisition, we have suspended share repurchases, excluding activity relating to our equity award programs and employee savings plans. As we continue to assess the impacts of the TCJA, future opportunities for repatriation of our non-U.S. earnings, and accelerated de-leveraging, we may consider, in addition to investments in our operations, limited additional share repurchases to offset the effects of dilution related to our stock-based compensation programs. We have repatriated $5.1 billion of overseas cash for the six months ended June 30, 2018. Available cash on hand will be used to reduce the debt funding requirements for the transaction.

We believe our future operating cash flows will be sufficient to meet our future operating cash needs. Further, we continue to have access to the commercial paper markets and our existing credit facilities, and our ability to obtain debt or equity financing, as well as the availability under committed credit lines, provides additional potential sources of liquidity should they be required or appropriate.

Cash Flow - Operating Activities

	Six Months Ended June 30,	
(dollars in millions)	**2018**	**2017**
Net cash flows provided by operating activities	$ 2,555	$ 3,139

Cash generated from operating activities in the six months ended June 30, 2018 was $584 million lower than the same period in 2017. Cash outflows for working capital improved $65 million in the six months ended June 30, 2018 over the prior period. Factoring activity provided an increase in cash generated from operating activities of approximately $350 million in the six months ended June 30, 2018, as compared to the prior year. This increase in factoring was driven largely by Pratt & Whitney's temporary extension of contractual payment terms with certain commercial aerospace customers. This increase does not reflect the factoring of certain aerospace receivables performed at customer request for which we are compensated by the customer for the extended payment cycle.

In the six months ended June 30, 2018, cash outflows from working capital were $489 million, excluding the adoption impact of the New Revenue Standard. Accounts receivables increased from an increase in sales volume driven by UTC Climate, Controls & Security Residential & Commercial HVAC businesses, UTC Aerospace Systems and Pratt & Whitney. Contract assets increased due to costs in excess of billings primarily at Pratt & Whitney driven by military engines, at Otis due to progression on major projects, and at UTC Climate, Controls & Security in Commercial HVAC. Inventory increased in the quarter primarily driven by UTC Climate, Controls & Security seasonal build and an increase in production work in process for the Geared Turbo Fan at Pratt & Whitney. These increases were partially offset by increases in accounts payable and accrued liabilities, driven by the higher inventory purchasing activity and customer advances at Pratt & Whitney as well as an increase in current contract liabilities driven by seasonal advanced billings and progress payments on major contracts at Otis and the timing of billings on aftermarket contracts at Pratt & Whitney.

In the six months ended June 30, 2017, cash outflows from working capital were $554 million. Inventories increased approximately $1.1 billion, primarily in our aerospace businesses supporting an increase in forecasted OEM deliveries and related aftermarket demand, and in our commercial businesses primarily driven by seasonal demand in our North American HVAC business and installation projects in process in our refrigeration businesses. These increases were largely offset by increases in accounts payable and accrued liabilities, primarily at Pratt & Whitney, with other increases at UTC Climate, Controls & Security attributable to higher seasonal demand in our North American HVAC business. Accounts receivable increased primarily in our aerospace businesses, and were partially offset by increased customer advances at Pratt & Whitney and Otis. Factoring activity provided an increase of approximately $400 million in cash generated from operating activities of continuing operations in the six months ended June 30, 2017, as compared to the prior year period. This increase in factoring was driven largely by Pratt & Whitney's temporary extension of contractual payment terms with certain commercial aerospace customers.

The funded status of our defined benefit pension plans is dependent upon many factors, including returns on invested assets, the level of market interest rates and actuarial mortality assumptions. We can contribute cash or UTC shares to our plans at our discretion, subject to applicable regulations. Total cash contributions to our global defined benefit pension plans during the six months ended June 30, 2018 and 2017 were approximately $59 million and $79 million, respectively. Although our domestic pension plans are approximately 103% funded on a projected benefit obligation basis as of June 30, 2018, and we are not required to make additional contributions through the end of 2028, we may elect to make discretionary contributions in 2018. We expect to make total contributions of approximately $100 million to our global defined benefit pension plans in 2018. Contributions to our global defined benefit pension plans in 2018 are expected to meet or exceed the current funding requirements.

Cash Flow - Investing Activities

	Six Months Ended June 30,	
(dollars in millions)	2018	2017
Net cash flows used in investing activities	$ (238)	$ (990)

Cash flows used in investing activities of continuing operations for the six months ended June 30, 2018 and 2017 primarily reflect capital expenditures, cash investments in customer financing assets, investments/dispositions of businesses, payments related to our collaboration intangible assets and contractual rights to provide product on new aircraft platforms, and settlements of derivative contracts. The $752 million decrease in cash flows used in investing activities in the six months ended June 30, 2018 compared to June 30, 2017 primarily relates to the $1 billion in proceeds from the sale of Taylor Company in June 2018 by UTC Climate, Controls & Security, $376 million in receipts from settlements of derivative contracts, partially offset by the absence of $596 million in net proceeds received from UTC Climate, Controls & Security's sale of investments in Watsco, Inc. in the quarter ended March 31, 2017.

Capital expenditures for the six months ended June 30, 2018 ($709 million) primarily relate to investments in production capacity at Pratt & Whitney, several small projects at UTC Aerospace Systems, and new facilities at UTC Climate, Controls & Security.

Cash investments in businesses in the six months ended June 30, 2018 ($134 million) primarily consisted of an acquisition at Pratt & Whitney. We do not expect to have additional significant acquisition spend, other than the pending acquisition of Rockwell Collins. However, actual acquisition spending may vary depending upon the timing, availability and appropriate value of acquisition opportunities. Dispositions of businesses in the six months ended June 30, 2018 of $1.1 billion primarily relate to the sale of Taylor Company.

Customer financing activities in the six months ended June 30, 2018 were a net use of cash of $344 million, primarily driven by additional Geared Turbofan engines to support customer fleets. While we expect that 2018 customer financing activity will be a net use of funds, actual funding is subject to usage under existing customer financing commitments during the remainder of the year. We may also arrange for third-party investors to assume a portion of our commitments. We had commercial aerospace financing and other contractual commitments of approximately $15.2 billion at June 30, 2018 related to commercial aircraft and certain contractual rights to provide product on new aircraft platforms, of which up to $0.6 billion may be required to be disbursed during the remainder of 2018. We had commercial aerospace financing and other contractual commitments of approximately $15.3 billion at December 31, 2017.

During the six months ended June 30, 2018, our collaboration intangible assets increased by approximately $181 million, which primarily relates to payments made under our 2012 agreement to acquire Rolls-Royce's collaboration interest in IAE.

As discussed in Note 9 to the Condensed Consolidated Financial Statements, we enter into derivative instruments for risk management purposes only, including derivatives designated as hedging instruments under the Derivatives and Hedging Topic of the FASB ASC and those utilized as economic hedges. We operate internationally and, in the normal course of business, are exposed to fluctuations in interest rates, foreign exchange rates and commodity prices. These fluctuations can increase the costs of financing, investing and operating the business. We have used derivative instruments, including swaps, forward contracts and options to manage certain foreign currency, interest rate and commodity price exposures. The settlement of these derivative instruments resulted in a net cash inflow of approximately $82 million during the six months ended June 30, 2018 and a net cash outflow of $294 million during the six months ended June 30, 2017.

Cash Flow - Financing Activities

	Six Months Ended June 30,	
(dollars in millions)	2018	2017
Net cash flows used in financing activities	$ (211)	$ (52)

Our financing activities primarily include the issuance and repayment of short term and long term debt, payment of dividends and stock repurchases. Net cash used in financing activities decreased $159 million in the six months ended June 30, 2018 compared to the six months ended June 30, 2017 primarily due to a reduction in debt issuances of $1.6 billion and an increase in debt repayments of $481 million, partially offset by an increase in short-term borrowings of $610 million and a reduction in common stock repurchase of $1.3 billion.

Commercial paper borrowings and revolving credit facilities provide short-term liquidity to supplement operating cash flows and are used for general corporate purposes, including the funding of potential acquisitions and repurchases of our stock. We had approximately $0.9 billion of outstanding commercial paper at June 30, 2018.

At June 30, 2018, management had remaining authority to repurchase approximately $2.2 billion of our common stock under the October 14, 2015 share repurchase program. Under this program, shares may be purchased on the open market, in privately negotiated transactions, under accelerated share repurchase programs, and under plans complying with Rules 10b5-1 and 10b-18 under the Securities Exchange Act of 1934, as amended. We may also reacquire shares outside of the program from time to time in connection with the surrender of shares to cover taxes on vesting of restricted stock and as required under our employee savings plan. We made cash payments of approximately $52 million to repurchase approximately 402 thousand shares of our common stock during the six months ended June 30, 2018. In connection with the merger agreement with Rockwell Collins announced on September 4, 2017, we have suspended share repurchases, excluding activity required under our equity award programs and employee savings plans. As we continue to assess the impacts of the TCJA, future opportunities for repatriation of our non-U.S. earnings, and accelerated de-leveraging, we may consider, in addition to investments in our operations, limited additional share repurchases to offset the effects of dilution related to our stock-based compensation programs.

We paid dividends on common stock of $0.70 per share in both the first quarter and second quarter of 2018, totaling approximately $1,070 million in the aggregate for the six months ended June 30, 2018. On June 13, 2018, the Board of Directors declared a dividend of $0.70 per share payable September 10, 2018 to shareowners of record at the close of business on August 17, 2018.

We have an existing universal shelf registration statement filed with the SEC for an indeterminate amount of debt and equity securities for future issuance, subject to our internal limitations on the amount of debt to be issued under this shelf registration statement.

Off-Balance Sheet Arrangements and Contractual Obligations

In our 2017 Annual Report, incorporated by reference in our 2017 Form 10-K, we disclosed our off-balance sheet arrangements and contractual obligations. As of June 30, 2018, there have been no material changes to these off-balance sheet arrangements and contractual obligations outside the ordinary course of business.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There has been no significant change in our exposure to market risk during the six months ended June 30, 2018. For discussion of our exposure to market risk, refer to Part II, Item 7A, "Quantitative and Qualitative Disclosures About Market Risk," contained in our 2017 Form 10-K.

Item 4. Controls and Procedures

As required by Rule 13a-15 under the Exchange Act, we carried out an evaluation under the supervision and with the participation of our management, including the Chairman, President and Chief Executive Officer (CEO), the Executive Vice President & Chief Financial Officer (CFO) and the Corporate Vice President, Controller (Controller), of the effectiveness of the design and operation of our disclosure controls and procedures as of June 30, 2018. There are inherent limitations to the effectiveness of any system of disclosure controls and procedures, including the possibility of human error and the circumvention or overriding of the controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives. Based upon our evaluation, our CEO, our CFO and our Controller have concluded that, as of June 30, 2018, our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed 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 applicable rules and forms, and that it is accumulated and communicated to our management, including our CEO, our CFO and our Controller, as appropriate, to allow timely decisions regarding required disclosure.

There has been no change in our internal control over financial reporting during the six months ended June 30, 2018, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Cautionary Note Concerning Factors That May Affect Future Results

This Form 10-Q contains statements which, to the extent they are not statements of historical or present fact, constitute "forward-looking statements" under the securities laws. From time to time, oral or written forward-looking statements may also be included in other information released to the public. These forward-looking statements are intended to provide management’s current expectations or plans for our future operating and financial performance, based on assumptions currently believed to be valid. Forward-looking statements can be identified by the use of words such as "believe," "expect," "expectations," "plans," "strategy," "prospects," "estimate," "project," "target," "anticipate," "will," "should," "see," "guidance," "outlook", "confident" and other words of similar meaning in connection with a discussion of future operating or financial performance. Forward-looking statements may include, among other things, statements relating to future sales, earnings, cash flow, results of operations, uses of cash, share repurchases, tax rates and other measures of financial performance or potential future plans, strategies or transactions of United Technologies or the combined company following United Technologies’ pending acquisition of Rockwell Collins, the anticipated benefits of the pending acquisition, including estimated synergies, the expected timing of financing and completion of the transaction and other statements that are not historical facts. All forward-looking statements involve risks, uncertainties and other factors that may cause actual results to differ materially from those expressed or implied in the forward-looking statements. For those statements, we claim the protection of the safe harbor for forward-looking statements contained in the U.S. Private Securities Litigation Reform Act of 1995. Such risks, uncertainties and other factors include, without limitation:

- the effect of economic conditions in the industries and markets in which we and Rockwell Collins operate in the U.S. and globally and any changes therein, including financial market conditions, fluctuations in commodity prices, interest rates and foreign currency exchange rates, levels of end market demand in construction and in both the commercial and defense segments of the aerospace industry, levels of air travel, financial condition of commercial airlines, the impact of weather conditions and natural disasters and the financial condition of our customers and suppliers;
- challenges in the development, production, delivery, support, performance and realization of the anticipated benefits of advanced technologies and new products and services;
- the scope, nature, impact or timing of the pending Rockwell Collins acquisition and other acquisition and divestiture or restructuring activity, including among other things integration of acquired businesses into UTC's existing businesses and realization of synergies and opportunities for growth and innovation;
- future timing and levels of indebtedness, including indebtedness expected to be incurred by UTC in connection with the pending Rockwell Collins acquisition, and capital spending and research and development spending, including in connection with the pending Rockwell Collins acquisition;
- future availability of credit and factors that may affect such availability, including credit market conditions and our capital structure;
- the timing and scope of future repurchases of our common stock, which may be suspended at any time due to various factors, including market conditions and the level of other investing activities and uses of cash, including in connection with the pending acquisition of Rockwell Collins;
- delays and disruption in delivery of materials and services from suppliers;
- company and customer-directed cost reduction efforts and restructuring costs and savings and other consequences thereof;
- new business and investment opportunities;
- our ability to realize the intended benefits of organizational changes;
- the anticipated benefits of diversification and balance of operations across product lines, regions and industries;
- the outcome of legal proceedings, investigations and other contingencies;
- pension plan assumptions and future contributions;
- the impact of the negotiation of collective bargaining agreements and labor disputes;
- the effect of changes in political conditions in the U.S. and other countries in which we and Rockwell Collins operate, including the effect of changes in U.S. trade policies or the U.K.'s pending withdrawal from the EU, on general market conditions, global trade policies and currency exchange rates in the near term and beyond; and

- the effect of changes in tax (including the U.S. tax reform enacted on December 22, 2017, which is commonly referred to as the Tax Cuts and Jobs Act of 2017), environmental, regulatory (including among other things import/export) and other laws and regulations in the U.S. and other countries in which we and Rockwell Collins operate;
- the ability of UTC and Rockwell Collins to receive the required regulatory approvals (and the risk that such approvals may result in the imposition of conditions that could adversely affect the combined company or the expected benefits of the merger) and to satisfy the other conditions to the closing of the pending acquisition on a timely basis or at all;
- the occurrence of events that may give rise to a right of one or both of UTC or Rockwell Collins to terminate the merger agreement;
- negative effects of the announcement or the completion of the merger on the market price of UTC's and/or Rockwell Collins' common stock and/or on their respective financial performance;
- risks related to Rockwell Collins and UTC being restricted in their operation of their businesses while the merger agreement is in effect;
- risks relating to the value of the UTC's shares to be issued in connection with the pending Rockwell Collins acquisition, significant merger costs and/or unknown liabilities;
- risks associated with third-party contracts containing consent and/or other provisions that may be triggered by the Rockwell Collins merger agreement;
- risks associated with merger-related litigation; and
- the ability of UTC and Rockwell Collins, or the combined company, to retain and hire key personnel.

In addition, this Form 10-Q includes important information as to risks, uncertainties and other factors that may cause actual results to differ materially from those expressed or implied in the forward-looking statements. See the "Notes to Condensed Consolidated Financial Statements" under the heading "Note 15: Contingent Liabilities," the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" under the headings "Business Overview," "Results of Operations," "Liquidity and Financial Condition," and "Critical Accounting Estimates," and the sections titled "Legal Proceedings" and "Risk Factors" in this Form 10-Q and in our 2017 Annual Report and 2017 Form 10-K. Additional important information as to these factors is included in our 2017 Annual Report in the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" under the headings "Restructuring Costs," "Environmental Matters" and "Governmental Matters", in our 2017 Form 10-K in the "Business" section under the headings "General," "Description of Business by Segment" and "Other Matters Relating to Our Business as a Whole" and in our Form S-4 Registration Statement (Registration No. 333-220883) under the heading "Risk Factors". The forward-looking statements speak only as of the date of this report or, in the case of any document incorporated by reference, the date of that document. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by applicable law. Additional information as to factors that may cause actual results to differ materially from those expressed or implied in the forward-looking statements is disclosed from time to time in our other filings with the SEC.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings

DOJ/SEC Investigations

As previously disclosed, in December 2013 and January 2014, UTC made voluntary disclosures to the United States Department of Justice (DOJ), the Securities and Exchange Commission (SEC) Division of Enforcement and the United Kingdom's Serious Fraud Office to report the status of its internal investigation regarding a non-employee sales representative retained by United Technologies International Operations, Inc. (UTIO) and IAE for the sale of Pratt & Whitney and IAE engines and aftermarket services, respectively, in China. On April 7, 2014, the SEC notified UTC that it was conducting a formal investigation and issued a subpoena to UTC. The SEC issued a second subpoena on March 9, 2015 seeking documents related to internal allegations of violations of anti-bribery laws from UTC's aerospace and commercial businesses, including but not limited to Otis businesses in China. On March 7, 2018, the DOJ notified UTC that it had decided to close its investigation of this matter. Based on our ongoing discussions with the SEC staff to resolve this matter, UTC recorded a charge of approximately $11 million in the second quarter of 2018.

See Note 15: Contingent Liabilities, for discussion regarding other legal proceedings.

Except as otherwise noted above, there have been no material developments in legal proceedings. For previously reported information about legal proceedings refer to Part I, Item 3, "Legal Proceedings," of our 2017 Form 10-K and Part. II, Item 1 "Legal Proceedings" of our 2018 Form 10-Q (Q1).

Item 1A. Risk Factors

There have been no material changes in the Company's risk factors from those disclosed in Part I, Item 1A, Risk Factors, in our 2017 Form 10-K.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Issuer Purchases of Equity Securities

The following table provides information about our purchases during the quarter ended June 30, 2018 of equity securities that are registered by us pursuant to Section 12 of the Exchange Act.

2018	Total Number of Shares Purchased (000's)	Average Price Paid per Share	Total Number of Shares Purchased as Part of a Publicly Announced Program (000's)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program (dollars in millions)
April 1 - April 30	93	$ 122.40	93	$ 2,258
May 1 - May 31	61	124.70	61	$ 2,250
June 1 - June 30	60	126.10	60	$ 2,242
Total	214	$ 124.10	214	

On October 14, 2015, our Board of Directors authorized a share repurchase program for up to $12 billion of our common stock, replacing the program announced on July 19, 2015. At June 30, 2018, the maximum dollar value of shares that may yet be purchased under this current program was approximately $2,242 million. Under this program, shares may be purchased on the open market, in privately negotiated transactions, under accelerated share repurchase (ASR) programs and under plans complying with Rules 10b5-1 and 10b-18 under the Securities Exchange Act of 1934, as amended. We may also reacquire shares outside of the program from time to time in connection with the surrender of shares to cover taxes on vesting of restricted stock and as required under our employee savings plan. No shares were reacquired in transactions outside the program during the quarter ended June 30, 2018.

On September 4, 2017, we announced that we had entered into a merger agreement with Rockwell Collins, under which we will acquire Rockwell Collins. To manage the cash flow and liquidity impacts of these actions, we have suspended share repurchases, excluding activity required under our equity award programs and employee savings plans.

Item 6. Exhibits

Exhibit Number	Exhibit Description
10.1	United Technologies Deferred Compensation Plan executed July 16, 2018 (amended and restated as of January 1, 2011).*
10.2	United Technologies Corporation Company Automatic Contribution Excess Plan executed July 16, 2018 (amended and restated as of January 1, 2010).*
10.3	United Technologies Corporation Savings Restoration Plan executed July 16, 2018 (amended and restated as of January 1, 2011).*
12	Statement re: computation of ratio of earnings to fixed charges.*
15	Letter re: unaudited interim financial information.*
31.1	Rule 13a-14(a)/15d-14(a) Certification.*
31.2	Rule 13a-14(a)/15d-14(a) Certification.*
31.3	Rule 13a-14(a)/15d-14(a) Certification.*
32	Section 1350 Certifications.*
101.INS	XBRL Instance Document.* (File name: utx-20180630.xml)
101.SCH	XBRL Taxonomy Extension Schema Document.* (File name: utx-20180630.xsd)
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.* (File name: utx-20180630_cal.xml)
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.* (File name: utx-20180630_def.xml)
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.* (File name: utx-20180630_lab.xml)
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.* (File name: utx-20180630_pre.xml)

Notes to Exhibits List:

* Submitted electronically herewith.

Attached as Exhibit 101 to this report are the following formatted in XBRL (Extensible Business Reporting Language): (i) Condensed Consolidated Statements of Operations for the quarter and six months ended June 30, 2018 and 2017, (ii) Condensed Consolidated Statements of Comprehensive Income for the quarter and six months ended June 30, 2018 and 2017, (iii) Condensed Consolidated Balance Sheets as of June 30, 2018 and December 31, 2017, (iv) Condensed Consolidated Statements of Cash Flows for the six months ended June 30, 2018 and 2017, and (v) Notes to Condensed Consolidated Financial Statements.

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.

UNITED TECHNOLOGIES CORPORATION
(Registrant)

Dated:	July 27, 2018	by:	/s/ AKHIL JOHRI
			Akhil Johri
			Executive Vice President & Chief Financial Officer
			(on behalf of the Registrant and as the Registrant's Principal Financial Officer)
Dated:	July 27, 2018	by:	/s/ ROBERT J. BAILEY
			Robert J. Bailey
			Corporate Vice President, Controller
			(on behalf of the Registrant and as the Registrant's Principal Accounting Officer)

UNITED TECHNOLOGIES CORPORATION

DEFERRED COMPENSATION PLAN

Executed July 16, 2018

Amended and Restated as of January 1, 2011

UNITED TECHNOLOGIES CORPORATION

DEFERRED COMPENSATION PLAN

Executed July 16, 2018

(As amended and restated effective January 1, 2011)

ARTICLE I - PREAMBLE

Section 1.1 - Purpose of the Plan

United Technologies Corporation established the United Technologies Deferred Compensation Plan effective April 1, 1985. Pursuant to such Plan, certain eligible executives of the Corporation, its Subsidiaries and Affiliates deferred all or a portion of their compensation earned with respect to 1985 and 1986. No compensation earned after 1986 was deferred under the Plan until the Plan was amended and restated effective December 15, 1993 to offer eligible executives the opportunity to defer all or a portion of Compensation earned or otherwise payable in 1994 and subsequent years. The Plan has been amended from time to time since 1993.

Section 1.2 - Effective Date of Plan and Amendments

The Plan is amended and restated for the purpose of clarifying the intent of the Plan to provide for a Benefit Restoration Contribution to restore the reduction in the UTC Contribution Plan Account under the United Technologies Corporation Savings Restoration Plan as a result of the reduction of such Participant's Eligible Compensation due to an elective deferral of compensation by the Participant under this Plan; as well as other revisions. Changes effected by this amendment and restatement are generally effective as of January 1, 2011. The Plan was amended and restated, effective January 1, 2005, to reflect the requirements of Section 409A of the Internal Revenue Code. The Plan, as amended and restated, applies to deferrals that were earned or vested after December 31, 2004. Amounts that were earned and vested (within the meaning of Section 409A) before January 1, 2005, and any subsequent increases in these amounts that are permitted to be treated as grandfathered benefits under Section 409A, are subject to and shall continue to be governed by the terms of the Prior Plan as set forth in Appendix A.

ARTICLE II - DEFINITIONS

Beneficiary means the person, persons or entity designated on an electronic or written form by the Participant to receive the value of his or her Plan Account in the event of the Participant's death. If the Participant fails to designate a Beneficiary, or the Beneficiary (and any contingent Beneficiary) does not survive the Participant, the value of the Participant's Plan Account will be paid to the estate of the Participant.

Benefit Restoration Contribution means a contribution by the Corporation to the Participant's Plan Account to recognize the reduction in the value of employer matching or other contributions under the United Technologies Corporation Employee Savings Plan (the "Qualified Savings Plan") or the United Technologies Corporation Savings Restoration Plan (the "SRP"), as a result of the reduction of such Participant's Compensation pursuant to this Plan. *Code* means the Internal Revenue Code of 1986, as amended from time to time, and any successor thereto. Reference to any section of the Internal Revenue Code shall include any final regulations or other applicable guidance.

Committee means the United Technologies Corporation Deferred Compensation Committee, which is responsible for the administration of the Plan. The Corporation's Pension Administration Committee shall appoint the Committee's members. The Committee may delegate administrative responsibilities to individuals and entities as it shall determine.

Compensation means base salary and Incentive Compensation Payments otherwise payable to a Participant by a UTC Company and considered to be wages for purposes of federal income tax withholding, but before any deferral of Compensation pursuant to the Plan. Compensation does not include foreign service premiums and allowances, compensation realized from Long-Term Incentive Plan awards or other types of awards.

Corporation means United Technologies Corporation.

Deferral Period means the period prior to the receipt of Compensation deferred hereunder.

Disability means permanent and total disability as determined under the Corporation's long-term disability plan applicable to the Participant, or if there is no such plan applicable to the Participant, "Disability" means a determination of total disability by the Social Security Administration; provided that, in either case, the Participant's condition also qualifies as a "disability" for purposes of Section 409A(a)(2)(C) of the Code.

Election Form means the enrollment form provided by the Committee to Participants electronically or in paper form for the purpose of deferring Compensation under the Plan. Each Participant's Election Form must specify: the amount to be deferred from base salary and/or from any Incentive Compensation Payment with respect to the following calendar year; the respective amounts to be allocated to the Participant's Retirement Account and/or Special Purpose Account or Accounts; the percentage allocation among the Investment Funds with respect to each such Account; and if not previously elected for an Account, the method of distribution of each such Account; and the Deferral Period for each Special Purpose Account. There will be a separate Election Form for each calendar year.

Incentive Compensation Payment means amounts awarded to a Participant pursuant to the Corporation's Annual Executive Incentive Compensation Plan.

Investment Fund means a hypothetical fund that tracks the value of an investment option as may be established by the Committee from time to time. Investment Funds shall be valued in the manner set forth under Section 5.4. Available investments are described at https://www.newportgroup.com. The value of Participants' Accounts shall be adjusted to replicate the performance of the applicable Investment Funds. Amounts credited to any Investment Fund do not result in any investment in actual assets corresponding to the Investment Fund.

Participant means an executive of a UTC Company who is paid from a US payroll, receives compensation subject to federal income tax withholding and files a U.S. income tax return, or is grandfathered from a prior plan, and who elects to defer Compensation under the Plan.

Plan means the United Technologies Corporation Deferred Compensation Plan as amended and restated effective September 1, 2002, and as amended from time to time thereafter.

Plan Account means the aggregate value of all Special Purpose Accounts and the Retirement Account, but excluding accounts under the Prior Plan. Accounts under the Prior Plan will be valued and administered separately in accordance with the terms and procedures in effect under the Prior Plan.

Prior Plan means the United Technologies Corporation Deferred Compensation Plan, as in effect on October 4, 2004, as set forth in Appendix A. All amounts earned and vested under the Prior Plan, and any subsequent increases in these amounts that are permitted to be treated as grandfathered benefits under Section 409A, shall continue to be subject to the terms and conditions of the Prior Plan and shall not be affected by this amendment and restatement.

Retirement Account means a Plan Account maintained on behalf of the Participant that is targeted for distribution following the Participant's Retirement.

Retirement means Separation from Service on or after age 50 and attainment of age 65; Separation from Service on or after age 50 and attainment of at least age 55 and a minimum of 10 or more years of "continuous service" (as defined in the UTC Employee Retirement Plan as in effect on January 1, 2008); or a Rule of 65 termination.

Retirement Date means the date of a Participant's Retirement.

"Rule of 65" Termination means Separation from Service on or after age 50 and before age 55, with a combination of age and years of "continuous service" (as defined in the UTC Employee Retirement Plan as in effect on January 1, 2008) equal to at least 65.

Separation from Service means a Participant's termination of employment with all UTC Companies, other than by reason of death. A Separation from Service will be deemed to occur where the Participant and the UTC Company that employs the Participant reasonably anticipate that the bona fide level of services the Participant will perform (whether as an employee or as an independent contractor) for UTC Companies will be permanently reduced to a level that is less than thirty-seven and a half percent (37.5%) of the average level of bona fide services the Participant performed during the immediately preceding 36 months (or the entire period the Participant has provided services if the Participant has been providing services to the UTC Companies for less than 36 months). A Participant shall not be considered to have had a Separation from Service as a result of a transfer from one UTC Company to another UTC Company.

Special Purpose Account means a Plan Account maintained on behalf of the Participant with a targeted distribution date in the calendar year specified by the Participant. The minimum Deferral Period is five (5) calendar years following the end of the calendar year in which the Account is established.

Specified Employee means each of the fifty (50) highest-paid officers and other executives of the Corporation and its Subsidiaries, effective annually as of April1st, based on wages subject to federal income tax withholding, and amounts that are excluded from taxable income by the employee's election to make pre-tax contributions under a cafeteria plan, section 401(k) plan, or similar plan, determined for the preceding calendar year as provided in Treas. Reg. § 1.415(c)-2(d)(3). The term includes both U.S. and non-U.S. employees, and the compensation used to determine whether an employee is among the fifty (50) highest-paid officers and other executives shall be determined by treating non-U.S. compensation as if it had been earned in the U.S. by a U.S. citizen.

UTC Common Stock means the common stock of United Technologies Corporation.

UTC Company means United Technologies Corporation or any entity controlled by or under common control with United Technologies Corporation within the meaning of Section 414(b) or (c) of the Code (but substituting "at least 20 percent" for "at least 80 percent" as the control threshold used in applying Sections 414(b) and (c)).

ARTICLE III - ELIGIBILITY AND PARTICIPATION

Section 3.1 - Eligibility

Each employee of a UTC Company who is classified as an eligible Participant as of the annual enrollment period as specified by the Committee will be eligible to elect to defer Compensation under the Plan in respect of the immediately following calendar year in accordance with the terms of the Plan and the rules and procedures established by the Committee. Newly hired executives (or employees promoted to executive level) are eligible to elect to defer base salary during the current calendar year if they make an election within 30 calendar days from their hire date or promotion date.

Section 3.2 - Participation

Each eligible Participant may elect to participate in the Plan with respect to any calendar year for which the Committee offers the opportunity to defer Compensation by timely filing with the Committee an Election Form, properly completed in accordance with Section 4.1. Participation in the Plan is entirely voluntary.

ARTICLE IV - PARTICIPANT ELECTIONS AND DESIGNATIONS

Section 4.1 - Election

An eligible Participant may, on or before the election deadline established by the Committee, make an electronic or written election on the Election Form provided by the Committee to defer Compensation for the immediately following calendar year.

Section 4.2 - Election Amount

An eligible Participant must designate on the Election Form the percentage of base salary that will be deferred during such calendar year, and/or the percentage of any Incentive Compensation Payment otherwise payable with respect to services performed during such calendar year that will be deferred under the Plan. The maximum amount that a Participant may defer under the Plan for any calendar year is 50% of base salary and/or 70% of any Incentive Compensation Payment.

Section 4.3 - Election Date

For an election to defer base salary, an electronic or written Election Form must be completed and submitted to the Plan administrator no later than the December 31 immediately preceding the calendar year to which the election applies, or such earlier date as the Committee may specify. A deferral election shall be effective only if the individual making the election is still an eligible Participant at the election deadline. Except as provided below in Section 4.7 (Change in Election), the choices reflected on the Participant's Election Form shall be irrevocable on the election deadline. If an eligible executive fails to submit a properly completed Election Form by the election deadline, the executive will be ineligible to defer base salary under the Plan for the immediately following calendar year.

For an election to defer any Incentive Compensation Payment with respect to services to be performed in the current calendar year and otherwise payable in the immediately following calendar year, an electronic or written Election Form must be completed and submitted to the Plan administrator no later than the June 30 of the current calendar year, or such earlier date as the Committee may specify. A deferral election shall be effective only if the individual making the election is still an eligible Participant as of the election deadline. Except as provided below in Section 4.7 (Change in Election), the choices reflected on the Participant's Election Form shall be irrevocable on the election deadline. If an eligible executive fails to submit a properly completed Election Form by the election deadline, the executive will be ineligible to defer any Incentive Compensation Payment under the Plan with respect to services to be performed in the current calendar year.

Section 4.4 - Deferral Period

Each Participant shall specify in the Election Form, in whole percentages, how the amounts to be deferred in the immediately following calendar year are to be allocated among the Participant's Retirement Account and any Special Purpose Accounts established for the Participant. To the extent that the Participant fails to make an effective allocation among the available accounts, the deferral shall be allocated entirely to the Participant's Retirement Account. A Participant may elect to defer into a Special Purpose Account that has not previously been established, with a Deferral Period ending on a specific deferral date that is at least five (5) calendar years following the end of the calendar year in which the Account is established.

Section 4.5 - Distribution Election

At the time the Participant first elects to defer an amount to the Participant's Retirement Account or to a Special Purpose Account, the Participant must further make an election to have the Participant's Retirement or Special Purpose Account distributed in a lump sum or in two to fifteen annual installments. The Participant may elect a different form of distribution for the Retirement Account and for each Special Purpose Account. If no distribution election is made with respect to a Participant's Retirement Account or Special Purpose Account, the Account will be distributed in a lump sum.

Section 4.6 - Investment Fund Allocations

When completing the Election Form, the Participant must allocate the amounts to be deferred, in whole percentages, among the available Investment Funds. To the extent that the Participant fails to make an effective allocation among the available Investment Funds, the deferral shall be allocated entirely to the Income Fund.

Participants may change the asset allocation of their existing Plan Accounts or future deferrals as permitted by the Committee. The Committee currently allows for daily reallocation. Allocation requests submitted after 4 p.m. EST or during a weekend or holiday, become effective the following business day.

Section 4.7 - Change in Election

A Participant who has made an election to defer Compensation under the Plan may make an irrevocable election to extend the Deferral Period for a Retirement Account and/or any Special Purpose Account. A Participant may also make an irrevocable election to change the form of distribution for the Retirement and/or any Special Purpose Account. A Participant may change his or her election, as provided in this Section 4.7, for some accounts and not for others; provided that the Participant may change his or her election up to a maximum of three times for the Retirement Account and up to a maximum of three times for each Special Purpose Account. With respect to each Special Purpose Account, the extended Deferral Period shall end not less than five (5) years following the date on which distribution would otherwise have occurred. With respect to the Retirement Account, the extended Deferral Period is five years form the date on which the Retirement Account would otherwise have commenced payment.

A deferral extension election and/or change to the form of distribution must meet all of the following requirements:

(a) The new election must be made at least twelve months prior to the date on which payments will commence under the current election (and the new election shall be ineffective if the payment commencement date under the current election occurs within twelve months after the date of the new election);

(b) The new election will not take effect until at least twelve months after the date when the new election is submitted in a manner acceptable to the Committee;

(c) The new payment commencement date must be five years later than the date on which payments would commence under the current election; and

Section 4.8 - Designation of Beneficiary

Each Participant shall designate a Beneficiary for his or her Plan Account on an electronic or written form provided by the Plan administrator. A Participant may change such designation on an electronic or written form acceptable to the Plan administrator and received by the Plan administrator at any time before the Participant’s death. In the event that no Beneficiary designation is filed with the Plan administrator, or if the Beneficiary (and any contingent Beneficiary) does not survive the Participant, all amounts deferred hereunder will be paid to the estate of the Participant. If a Participant designates the Participant’s spouse as the Participant’s Beneficiary, that designation shall not be revoked or otherwise altered or affected by any: (a) change in the marital status of the Participant; (b) agreement between the

Participant and such spouse; or (c) judicial decree (such as a divorce decree) affecting any rights that the Participant and such spouse might have as a result of their marriage, separation, or divorce; it being the intent of the Plan that any change in the designation of a Beneficiary hereunder may be made by the Participant only in accordance with the procedures set forth in this Section 4.8. In the event of the death of a Participant, distributions shall be made in accordance with Section 6.5.

ARTICLE V - PLAN ACCOUNTS

Section 5.1 - Accounts

Deferred amounts that were earned and vested before January 1, 2005, and any subsequent increases in these amounts that are permitted to be treated as grandfathered benefits under Section 409A of the Code, shall be maintained in separate accounts and shall remain subject to the terms and conditions of the Prior Plan, except that any updated investment fund options shall also apply to accounts under the Prior Plan, provided such change would not be deemed a material modification to the Prior Plan. The Prior Plan accounts are not intended to be subject to Section 409A of the Code. No amendment to Appendix A that would constitute a “material modification” for purposes of Section 409A shall be effective unless the amending instrument states that it is intended to materially modify Appendix A and to cause the Prior Plan to become subject to Section 409A. Although the Prior Plan accounts are not intended to be subject to Section 409A, neither the UTC Companies nor any director, officer, or other representative of a UTC Company shall be liable for any adverse tax consequence suffered by a Participant or Beneficiary if a Prior Plan account becomes subject to Section 409A.

Deferred amounts that were earned or vested after December 31, 2004, will be allocated to a Retirement Account and/or one or more Special Purpose Accounts as elected by the Participant. The Committee will establish the maximum number of Special Purpose Accounts.

Participants’ Plan Accounts shall be allocated or reallocated among Investment Funds in accordance with each Participant’s instructions in the manner set forth in Section 4.6.

Section 5.2 - [Removed]

Section 5.3 Valuation of UTC Stock Unit Fund

Deferred Compensation allocated to the UTC Stock Unit Fund will be credited as UTC Deferred Stock Units, including fractional Stock Units. A UTC Deferred Stock Unit is equal to the closing price of one share of UTC Common Stock as reported by the New York Stock Exchange. The number of UTC Deferred Stock Units will be calculated by dividing the amount of Compensation deferred by the closing price of UTC Common Stock on the date when the deferred amount is credited to the Participant’s UTC Stock Unit Fund. UTC Deferred Stock Units will be credited with dividend equivalent payments equal to the Corporation's declared dividend on UTC Common Stock (if any). Such dividend equivalent payments will be converted to additional UTC Deferred Stock Units and fractional units using the closing price of UTC Common Stock as of the date such dividends are credited to the Participant's UTC Stock Unit Fund.

Section 5.4 - Valuation of Investment Funds

Deferred compensation allocated to Investment Funds will be converted to the applicable Investment Fund units based on the closing share price of that Investment Fund as of date the deferred amount is credited to the Participant's applicable Investment Fund. The value of the units of an Investment Fund will fluctuate on each business day based on the performance of the applicable Investment Fund.

Section 5.5 - Allocation to Accounts

During the year of deferral, deferred amounts will be allocated to the Participant's Plan Account and Investment Funds as of the date the deferred amounts would otherwise have been paid to the Participant.

Section 5.6 - Crediting of Benefit Restoration Contribution

At the end of each calendar year, the Committee will determine if a Participant is eligible for a Benefit Restoration Contribution, and will credit the amount of such Benefit Restoration Contribution to the affected Participant's Plan Account as of the last business day of the calendar year. Any such amounts will be allocated on a pro-rata basis to the Participant's Retirement Account and Special Purpose Accounts and Investment Funds in accordance with the Participant's deferral elections on file for that calendar year.

Section 5.7 - Reports to Participants

The Committee will provide or make available detailed information to Participants regarding the value of Plan Accounts, distribution elections, Beneficiary designations, Investment Fund allocations and credited values for Retirement and Special Purpose Accounts. Such information may be provided via electronic media as determined by the Committee.

ARTICLE VI - DISTRIBUTION OF ACCOUNTS

Section 6.1 - Timing of Plan Distributions

Except as provided in Section 4.7 (concerning the five-year delay following a Change in Election), Section 6.3 (concerning Separation from Service before Attaining Age Fifty), and Section 6.4 (concerning distributions to Specified Employees), the value of a Participant's Retirement Account will be distributed (or begin to be distributed) to the Participant in April of the calendar year following the Retirement Date. The value of a Participant's Special Purpose Account will be distributed (or begin to be distributed) to the Participant in April of the year specified in the Participant's initial election or in any change in election under Section 4.7. This means, for example, that if a deferral election specifies a Deferral Period until 2015, distribution will occur in April of 2015.

Section 6.2 - Method of Distribution

Except as provided in Section 6.3 (concerning Separation from Service before Attaining Age Fifty), each Retirement and Special Purpose Account will be distributed to the Participant in a single lump-sum cash payment, or in a series of annual cash installment payments, in accordance with the Participant's election on file with respect to each such account. Annual installments shall be payable to the Participant beginning as of the payment commencement date and continuing as of each anniversary of the payment commencement date thereafter until all installments have been paid. To determine the amount of each installment, the value of the Participant's Plan Account on the payment date will be multiplied by a fraction, the numerator of which is one and the denominator of which is the number of scheduled installments that remain unpaid.

Regardless of the distribution option elected, if the aggregate value of a Participant's Plan Accounts, determined as of the termination date, is less than the current IRS Section 402g limit, the Committee will distribute the Participant's entire Plan Account balance in a lump sum on the payment commencement date.

Section 6.3 - Separation from Service before Attaining Age Fifty

If a Participant's Separation from Service occurs before the Participant attains age fifty (50), the full value of the Participant's Plan Account will be distributed to the Participant in a lump-sum payment in April following the Participant's Separation from Service (or, if the Participant is a Specified Employee at the time of his or her Separation from Service, on the date provided in Section 6.4, below, if later) regardless of the distribution option elected and regardless of any change in the distribution election.

Section 6.4 - Separation from Service of Specified Employees

If the Participant is a Specified Employee on the date of the Participant's Separation from Service, any distribution of the Participant's Plan Account to the Participant that is made on account of the Participant's Separation from Service will not be made or commence earlier than the first day of the seventh month following the date of Separation from Service. The Plan Account shall continue to accrue hypothetical investment gains and losses as provided in Article V until the distribution date.

Section 6.5 - Distribution in the Event of Death

In the event of the death of a Participant, the full value of the Participant's Plan Account will be distributed to the designated Beneficiary in a lump sum on the first business day of the third month following the Participant’s death. Upon notification of death, pending distribution, the value of Participant plan accounts will be allocated to the Income Fund.

Section 6.6 - Accelerated Distribution in the Case of an Unforeseeable Emergency

(a) Unforeseeable Emergency. The Committee may, upon a Participant’s written application, agree to an accelerated distribution of some or all of the value of Participant's Plan Account upon the showing of an unforeseeable emergency. An “unforeseeable emergency” is a severe financial hardship to the Participant resulting from (1) an illness or accident of the Participant, the Participant’s spouse, the Participant’s Beneficiary, or the Participant’s dependent (as defined in IRC Section 152, without regard to Section 152(b)(1), (b)(2), and (d)(1)(B)); (2) loss of the Participant’s property due to casualty; or (3) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. Whether a Participant is faced with an unforeseeable emergency permitting a distribution is to be determined based on the relevant facts and circumstances of each case. Acceleration will not be granted if the emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant’s assets (to the extent the liquidation of such assets would not cause severe financial hardship), or by cessation of deferrals under the Plan.

(b) Amount of Distribution Permitted Upon an Unforeseeable Emergency. Distributions on account of an unforeseeable emergency, as defined in Section 6.6(a), shall be limited to the amount reasonably necessary to satisfy the emergency need. Such amount may include amounts necessary to pay any Federal, state, local, or foreign income taxes or penalties reasonably anticipated to result from the distribution.

(c) The Committee will determine from which Special Purpose or Retirement Accounts and associated Investment Funds hardship distributions will be made. Any Participant who is an officer or director of the Corporation within the meaning of Section 16 of the Securities Exchange Act of 1934 is not eligible for distributions on account of unforeseeable emergency.

Section 6.7 - Disability

In the event of the Disability of a Participant that qualifies as a “Separation from Service” for purposes of Section 409A of the Code, the Participant’s Plan Accounts will be distributed in accordance with the Participant’s elections on file.

Section 6.8 Administrative Adjustments in Payment Date

A payment is treated as being made on the date when it is due under the Plan if the payment is made on the due date specified by the Plan, or on a later date that is either (a) in the same calendar year (for a payment whose specified due date is on or before September 30), or (b) by the 15th day of the third calendar month following the date specified by the Plan (for a payment whose specified due date is on or after October 1). A payment also is treated as being made on the date when it is due under the Plan if the payment is made not more than 30 days before the due date specified by the Plan. In no event will a payment to a Specified Employee be made or commence earlier than the first day of the seventh month following the date of Separation from Service. A Participant may not, directly or indirectly, designate the taxable year of a payment made in reliance on the administrative rules in this Section 6.8.

ARTICLE VII - AMENDMENT AND TERMINATION OF PLAN

Section 7.1 - Amendment

The Corporation may, at any time, amend the Plan in whole or in part, provided that no amendment may decrease the value of any Plan Accounts as of the date of such amendment. In the event of any change in law or regulation relating to the Plan and the tax treatment of Plan Accounts, the Plan shall, without further action by the Committee, be deemed to be amended to comply with any such change in law or regulation effective as of the first date necessary to prevent the taxation, constructive receipt or deemed distribution of Plan Accounts prior to the date Plan Accounts would be distributed under the provisions of Article VI.

Section 7.2 - Plan Suspension and Termination

(a) The Corporation's Pension Administration Committee, may, at any time, suspend or terminate the Plan with respect to new or existing Election Forms if, in its sole judgment, the continuance of the Plan, the tax, accounting, or other effects thereof, or potential payments thereunder would not be in the best interest of the Corporation or for any other reason.

(b) In the event of the suspension of the Plan, no additional deferrals shall be made under the Plan, but all previous deferrals shall accumulate and be distributed in accordance with the otherwise applicable provisions of the Plan and the applicable elections on file.

(c) Upon the termination of the Plan with respect to all Participants, and the termination of all arrangements sponsored by the Corporation or its affiliates that would be aggregated with the Plan under Section 409A of the Code, the Corporation shall have the right, in its sole discretion, and notwithstanding any elections made by the Participant, to pay the Participant's Plan Account in a lump sum, to the extent permitted under Section 409A. All payments that may be made pursuant to this Section 7.2 shall be made no earlier than the thirteenth month and no later than the twenty-fourth month after the termination of the Plan. The Corporation may not accelerate payments pursuant to this Section 7.2 if the termination of the Plan is proximate to a downturn in the Corporation's financial health within the meaning of Treas. Reg. section 1.409A-3(j)(4)(ix)(C)(1). If the Corporation exercises its discretion to accelerate payments under this Section 7.2, it shall not adopt any new arrangement that would have been aggregated with the Plan under Section 409A within three years following the date of the Plan's termination.

Section 7.3 - No Consent Required

The consent of any Participant, Beneficiary, or other person shall not be required with respect to any amendment, suspension, or termination of the Plan.

ARTICLE VIII - GENERAL PROVISIONS

Section 8.1 - Unsecured General Creditor

The Corporation's obligations under the Plan constitute an unfunded and unsecured promise to pay money in the future. Participants' and Beneficiaries' rights under the Plan are solely those of a general unsecured creditor of the Corporation. No assets will be placed in trust, set aside or otherwise segregated to fund or offset liabilities in respect of the Plan or Participants' Plan Accounts.

Section 8.2 - Nonassignability

No Participant or Beneficiary or any other person shall have the right to sell, assign, transfer, pledge, or otherwise encumber any interest in the Plan. All Plan Accounts and the rights to all payments are unassignable and non-transferable. Plan Accounts or payment hereunder, prior to actual payment, will not be subject to attachment or seizure for the payment of any debts, judgments or other obligations. Plan Accounts or other Plan benefit will not be transferred by operation of law in the event of a Participant's or any Beneficiary's bankruptcy or insolvency.

Section 8.3 - No Contract of Employment

Participation in the Plan shall not be construed to constitute a direct or indirect contract of employment between any UTC Company and the Participant. Participants and Beneficiaries will have no rights against any UTC Company resulting from participation in the Plan other than as specifically provided herein. Nothing in the Plan shall be deemed to give a Participant the right to be retained in the service of any UTC Company for any length of time or to interfere with the right of any UTC Company to terminate a Participant's employment prior to the end of any Deferral Period.

Section 8.4 - Governing Law

The provisions of the Plan will be construed and interpreted according to the laws of the State of Connecticut, to the extent not preempted by federal law.

Section 8.5 - Validity

If any provision of the Plan is held to be illegal or invalid for any reason, the remaining provisions of the Plan will be construed and enforced as if such illegal and invalid provision had never been inserted herein.

Section 8.6 - Notice

Any notice or filing required or permitted to be given to the Committee under the Plan shall be sufficient if sent by first-class mail, to the United Technologies Corporation Deferred Compensation Committee, 4 Farm Springs Road, Farmington, CT 06032, Attn: Deferred Compensation Committee, MS 4FS-2. Any notice or filing required or permitted to be given to any Participant or Beneficiary under the Plan shall be sufficient if provided either electronically, hand-delivered, or mailed to the address (or email address, as the case may be) of the Participant or Beneficiary then listed on the records of the Corporation. Any such notice will be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark or email system.

Section 8.7 - Successors

The provisions of the Plan shall bind and inure to the benefit of the Corporation and its successors and assigns. The term successors as used herein shall include any corporate or other business entity, which by merger, consolidation, purchase or otherwise acquires all or substantially all of the business and assets of the Corporation, and successors of any such corporation or other business entity.

Section 8.8 - Incompetence

If the Committee determines, upon evidence satisfactory to the Committee, that any Participant or Beneficiary to whom a benefit is payable under the Plan is unable to care for his or her affairs because of illness or accident, any payment due (unless prior claim therefore shall have been made by a duly authorized guardian or other legal representative) may be paid, upon appropriate indemnification of the Committee and the Corporation, to the spouse of the Participant or other person deemed by the Committee to have incurred expenses for the benefit of and on behalf of such Participant or Beneficiary. Any such payment from a Participant's Plan Account shall be a complete discharge of any liability under the Plan with respect to the amount so paid.

Section 8.9 - Section 409A Compliance.

To the extent that rights or payments under this Plan are subject to Section 409A of the Internal Revenue Code, the Plan shall be construed and administered in compliance with the conditions of Section 409A and regulations and other guidance issued pursuant to Section 409A for deferral of income taxation until the time the compensation is paid. Any distribution election that would not comply with Section

409A of the Code shall not be effective for purposes of this Plan. To the extent that a provision of this Plan does not comply with Section 409A of the Code, such provision shall be void and without effect. The Corporation does not warrant that the Plan will comply with Section 409A of the Code with respect to any Participant or with respect to any payment In no event shall any UTC Company; any director, officer, or employee of a UTC Company (other than the Participant); or any member of the Committee be liable for any additional tax, interest, or penalty incurred by a Participant or Beneficiary as a result of the Plan's failure to satisfy the requirements of Section 409A of the Code, or as a result of the Plan's failure to satisfy any other requirements of applicable tax laws.

Section 8.10 Withholding Taxes

The Committee may make any appropriate arrangements to deduct from all deferrals and payments under the Plan any taxes that the Committee reasonably determines to be required by law to be withheld from such credits and payments.

ARTICLE IX - ADMINISTRATION AND CLAIMS

Section 9.1 - Plan Administration

The Committee shall be solely responsible for the administration and operation of the Plan. The Committee shall have full and exclusive authority and discretion to interpret the provisions of the Plan and to establish such administrative procedures as it deems necessary and appropriate to carry out the purposes of the Plan.

Any person claiming a benefit, requesting an interpretation or ruling under the Plan, or requesting information under the Plan shall present the request in writing to the Committee at United Technologies Corporation, 4 Farm Springs Road, Farmington, CT 06032, Attn: Deferred Compensation Committee, MS 4FS-2. The Committee shall respond in writing as soon as practicable.

Section 9.2 - Claim Procedures

A Participant or Beneficiary who believes that he or she has been denied a benefit to which he or she is entitled under the Plan (referred to in this Section 9.2 as a "Claimant") may file a written request with the Committee setting forth the claim. The Committee shall consider and resolve the claim as set forth below.

(a) Upon receipt of a claim, the Committee shall advise the Claimant that a response will be forthcoming within 90 days. The Committee may, however, extend the response period for up to an additional 90 days for reasonable cause, and shall notify the Claimant of the reason for the extension and the expected response date. The Committee shall respond to the claim within the specified period.

(b) If the claim is denied in whole or part, the Committee shall provide the Claimant with a written decision, using language calculated to be understood by the Claimant, setting forth (1) the specific reason or reasons for such denial; (2) the specific reference to relevant provisions of this Plan on which such denial is based; (3) a description of any additional material or information necessary for the Claimant to perfect his or her claim and an explanation why such material or such information is necessary; (4) appropriate information as to the steps to be taken if the Claimant wishes to submit the claim for review; (5) the time limits for requesting a review of the claim; and (6) the Claimant's right to bring an action for benefits under Section 502(a) of ERISA.

(c) Within 60 days after the Claimant's receipt of the written decision denying the claim in whole or in part, the Claimant may request in writing that the Committee review the determination. The Claimant or his or her duly authorized representative may, but need not, review the relevant documents and submit issues and comment in writing for consideration by the Committee. If the Claimant does not request a review of the initial determination within such 60-day period, the Claimant shall be barred from challenging the determination.

(d) Within 60 days after the Committee receives a request for review, it will review the initial determination. If special circumstances require that the 60-day time period be extended, the Committee will so notify the Claimant and will render the decision as soon as possible, but no later than 120 days after receipt of the request for review.

(e) All decisions on review shall be final and binding with respect to all concerned parties. The decision on review shall set forth, in a manner calculated to be understood by the Claimant, (1) the specific reasons for the decision, including references to the relevant Plan provisions upon which the decision is based; (2) the Claimant's right to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information, relevant to his or her benefits; and (3) the Claimant's right to bring an action for benefits under Section 502(a) of ERISA.

CERTAIN REGULATORY MATTERS

The Plan is subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Because the Plan is an unfunded plan maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees, the Plan is exempt from most of ERISA's requirements. Although the Plan is subject to Part 1 (Reporting and Disclosure) and Part 5 (Administration and Enforcement) of Title I, Subtitle B of ERISA, the Department of Labor has issued a regulation that exempts the Plan from most of ERISA's reporting and disclosure requirements.

TO WHOM SHOULD QUESTIONS CONCERNING THE PLAN BE DIRECTED?

All questions concerning the operation of the Plan (including information concerning the administrators of the Plan) should be directed to:

United Technologies Corporation
4 Farm Springs Road, MS 4FS-2
Farmington, CT 06032
Attn: Deferred Compensation Committee
Telephone: 860-728-7000

UNITED TECHNOLOGIES CORPORATION

By: /s/ Jeffrey W. Kridler

Dated: July 16, 2018

Attest: /s/ Richard M. Kaplan
Vice President, Associate General Counsel

Appendix A

This Appendix A sets forth the United Technologies Corporation Deferred Compensation Plan, as in effect on October 4, 2004 (“Prior Plan”), and as modified thereafter from time to time in a manner that does not constitute a "material modification" for purposes of Section 409A. Amounts that were earned and vested (within the meaning of Section 409A) prior to January 1, 2005, and any subsequent increases in these amounts that are permitted to be treated as grandfathered benefits under Section 409A, are generally subject to and shall continue to be governed by the terms of this Prior Plan.

United Technologies Corporation

Deferred Compensation Plan

Effective September 1, 2002

UNITED TECHNOLOGIES CORPORATION

DEFERRED COMPENSATION PLAN

(As amended and restated effective September 1, 2002)

ARTICLE I - PREAMBLE

United Technologies Corporation established the United Technologies Deferred Compensation Plan effective April 1, 1985. Pursuant to such Plan, certain eligible executives of the Corporation deferred all or a portion of their compensation earned with respect to 1985 and 1986. No compensation earned after 1986 was deferred under the Plan until the Plan was amended and restated effective December 15, 1993 to offer eligible executives the opportunity to defer all or a portion of Compensation earned or otherwise payable in 1994 and subsequent years. The Plan is hereby amended and restated, effective September 1, 2002, to reflect administrative changes and enhancements.

ARTICLE II - DEFINITIONS

Beneficiary means the person, persons or entity designated by the Participant to receive the value of his or her Plan Accounts in the event of the Participant's death. If the Participant fails to designate a Beneficiary, or the Beneficiary (and any contingent Beneficiary) does not survive the Participant, the value of the Participant's Plan Accounts will be paid to the estate of the Participant.

Benefit Reduction means either a reduction in a Participant's (or the Participant's Beneficiary's) benefit under any of the Corporation's defined benefit pension plans or a reduction in the value of employer matching or other contributions under any of the Corporation's savings or other tax qualified defined contribution retirement plans as a result of the reduction of such Participant's Compensation pursuant to this Plan.

Class Year means each calendar year for which Compensation has been deferred pursuant to the Plan prior to 2003.

Class Year Account means the account established for each Participant for each Class Year for which Compensation has been deferred under the Plan prior to January 1, 2003.

Committee means the United Technologies Corporation Deferred Compensation Committee, which is responsible for the administration of the Plan. The Corporation's Pension Administration Committee shall appoint the Committee's members.

Compensation means base salary and Incentive Compensation Payments otherwise payable to a Participant and considered to be wages for purposes of federal income tax withholding, but before any deferral of Compensation pursuant to the Plan. Compensation does not include foreign service premiums and allowances, compensation realized from Long Term Incentive Plan awards or other types of awards.

Corporation means United Technologies Corporation, its divisions, affiliates and subsidiaries.

Credited Interest Account means the Investment Fund that is valued in the manner set forth in Section 5.2.

Deferral Period means the period prior to the receipt of Compensation deferred hereunder.

Election Form means the enrollment form provided by the Committee to Participants electronically or in paper form for the purpose of deferring Compensation under the Plan. Each Participant's Election Form must specify: the amount to be deferred from base salary and/or from any Incentive Compensation Payment with respect to the following calendar year; the respective amounts to be allocated to the Participant's Retirement Account and/or Special Purpose Account or Accounts; the percentage allocation among the Investment Funds with respect to each such Account; the method of distribution of each such Account; and the Deferral Period for each Special Purpose Account. There will be a separate Election Form for each calendar year.

Incentive Compensation Payment means amounts awarded to a Participant pursuant to the Corporation's Annual Executive Incentive Compensation Plan.

Investment Fund means the Credited Interest Account, the S&P 500 Account, the UTC Stock Unit Account or such other investment option as may be established by the Committee from time to time. The value of Participants' Accounts shall be adjusted to replicate the performance of the applicable Investment Fund. Amounts allocated to any Investment Fund do not result in any investment in actual assets corresponding to the Investment Fund.

Participant means an executive of the Corporation who is paid from a US payroll, files a U.S. income tax return, and who elects to defer Compensation under the Plan.

Plan means the United Technologies Corporation Deferred Compensation Plan as amended and restated effective September 1, 2002, and as amended from time to time thereafter.

Plan Accounts means the aggregate value of all Class Year Accounts, Special Purpose Accounts, and Retirement Account, but excluding accounts under the Prior Plan. Accounts under the Prior Plan will be valued and administered separately in accordance with the terms and procedures in effect under the Prior Plan.

Prior Plan means the United Technologies Corporation Deferred Compensation Plan, as in effect prior to December 15, 1993. All amounts deferred and credited under the Prior Plan shall continue to be subject to the terms and conditions of the Prior Plan and shall not be affected by this amendment and restatement.

Retirement Account means a Plan Account maintained on behalf of the Participant that will be distributed in the manner elected by the Participant commencing in April of the calendar year following the Participant's Retirement Date.

Retirement means attainment of age 65; attainment of at least age 55 and a minimum of 10 or more years of "continuous service" (as defined in one of the Corporation's retirement plans); or termination of employment on or after age 50 and before age 55, with a combination of age and years of service equal to at least 65 (the "Rule of 65").

Retirement Date means the date a Participant terminates employment from the Corporation on or after attaining eligibility for Retirement.

S&P 500 Account means an Investment Fund that is valued in the manner set forth in Section 5.4.

Special Purpose Account means a Plan Account maintained on behalf of the Participant that will be distributed in the manner elected by the Participant commencing in April of the calendar year specified by the Participant. The minimum Deferral Period is five (5) calendar years following the end of the calendar year for which the Account is established.

UTC Common Stock means the common stock of United Technologies Corporation.

UTC Stock Unit Account means the Investment Fund that is valued in the manner set forth in Section 5.3.

ARTICLE III - ELIGIBILITY AND PARTICIPATION

Section 3.1 - Eligibility

Each employee of the Corporation who is classified as an eligible Participant as of December 31 will be eligible to elect to defer Compensation under the Plan in respect of the subsequent calendar year in accordance with the terms of the Plan and the rules and procedures established by the Committee.

Section 3.2 - Participation

Each eligible Participant may elect to participate in the Plan with respect to any calendar year for which the Committee offers the opportunity to defer Compensation by timely filing with the Committee an Election Form, properly completed in accordance with Section 4.1. Participation in the Plan is entirely voluntary.

ARTICLE IV - PARTICIPANT ELECTIONS

Section 4.1 - Election

An eligible Participant may participate in the Plan by executing the Election Form provided by the Committee for the subsequent calendar year. The eligible Participant must designate the dollar amount of base salary that will be deferred during such calendar year, and/or the percentage or dollar amount of any Incentive Compensation Payment otherwise payable during such calendar year that will be deferred under the Plan. The minimum dollar amount that a Participant may defer under the Plan for any calendar year is $5,000. Any deferral election made in the Election Form is irrevocable and must be completed and returned to the Committee no later than the December 31 immediately preceding the calendar year to which the election applies, or such earlier date as the Committee may specify. If an eligible executive fails to return a properly completed Election Form by such date, the executive will be ineligible to defer Compensation under the Plan for the following calendar year.

Section 4.2 - Investment Fund Allocations

When completing the Election Form, the Participant must allocate the amounts to be deferred, in whole percentages divisible by 10, among the available Investment Funds.

Participants may reallocate their existing post-1993 Class Year Accounts, Special Purpose Accounts and Retirement Account among the available Investment Funds as permitted by the Committee, generally once per year. Such reallocations shall be in whole percentages divisible by 10 and, unless otherwise specified by the Committee, shall be effective January 1 of the calendar year following the date of the reallocation election.

Section 4.3 - Designation of Beneficiary

Each Participant shall designate a Beneficiary for his or her Plan Accounts on a form provided by the Committee. Such designation may be changed on a form acceptable to the Committee at any time by the Participant. In the event that no Beneficiary designation is filed with the Committee, or if the Beneficiary (and contingent Beneficiary) does not survive the Participant, all amounts deferred hereunder will be paid to the estate of the Participant in a lump sum. If a Participant designates the Participant’s spouse as the Participant’s Beneficiary, that designation shall not be revoked or otherwise altered or affected by any: (a) change in the marital status of the Participant; (b) agreement between the Participant and such spouse; or (c) judicial decree (such as a divorce decree) affecting any rights that the Participant and such spouse might have as a result of their marriage, separation, or divorce; it being the intent of the Plan that any change in the designation of a Beneficiary hereunder may be made by the Participant only in accordance with the procedures set forth in this Section 4.3. In the event of the death of a Participant, distributions shall be made in accordance with Section 6.4.

Section 4.4 - Deferral Period

Each Participant shall specify in the Election Form the Deferral Period for amounts to be deferred in the following calendar year. The minimum Deferral Period for a Special Purpose Account is five (5) calendar years following the end of the calendar year in which the Account is established. Participants may defer Compensation into a Retirement Account until April of the calendar year following their Retirement Date.

Section 4.5 - Distribution Schedule

Each Participant shall specify in the Election Form whether the value of the Participant's Retirement or Special Purpose Account shall be distributed in a single lump-sum cash payment or in a series of annual cash installment payments for a specified number of years (not to exceed 15 years).

ARTICLE V - PLAN ACCOUNTS

Section 5.1 - Accounts

Prior to 2003, the Committee established a Class Year Account for each Participant with respect to each Class Year for which the Participant elected to defer Compensation under the Plan. Each Class Year Account will be maintained separately.

Amounts deferred in 2003 and subsequent calendar years will be allocated to a Retirement Account and/or one or more Special Purpose Accounts as elected by the Participant. The Committee will establish the maximum number of Special Purpose Accounts.

Participants' Plan Accounts shall be allocated or reallocated among Investment Funds in accordance with each Participant's instructions in the manner set forth in Section 4.2.

Section 5.2 - Valuation of Credited Interest Account

Deferred amounts allocated to the Credited Interest Account will be credited with a rate of interest equal to the average interest rate on 10-Year Treasury Bonds as of the last business day of each month from January through October in the prior calendar year, plus 1%.

Section 5.3 - Valuation of UTC Stock Unit Account

Deferred Compensation allocated to the UTC Stock Unit Account will be converted to Stock Units, or fractional Stock Units. A UTC Stock Unit is equal to the closing price of one share of UTC Common Stock as reported on the composite tape of the New York Stock Exchange. The number of Stock Units will be calculated by dividing the amount of Compensation deferred by the closing price of UTC Common Stock on the date the deferred amounts otherwise would have been paid. Stock Units held in the UTC Stock Unit Account will be credited with a dividend payment equal to the Corporation's declared dividend on UTC Common Stock (if any). Such dividend equivalent payments will be converted to additional Stock Units or fractional units using the closing price of UTC Common Stock as of the date such dividends are credited to the Participant's UTC Stock Unit Account.

Section 5.4 - Valuation of S&P 500 Account

Deferred amounts allocated to the S&P 500 Account will be converted to S&P Account units based on the closing share price of the Vanguard 500 Index Fund as of date the deferred amount is credited to the Participant's S&P 500 Account. The value of the S&P 500 Account units will fluctuate on a daily basis based on the performance of the Vanguard 500 Index Fund.

Section 5.5 - Allocation to Accounts

During the year of deferral, deferred amounts will be allocated to the Participant's Plan Accounts and Investment Funds as of the date the deferred amounts would otherwise have been paid.

Section 5.6 - Reports to Participants

The Committee will provide or make available detailed information to Participants regarding the value of Plan Accounts, distribution elections, Beneficiary designations, Investment Fund allocations and credited values for Class Year, Retirement and Special Purpose Accounts, not less than once per year. Such information may be provided via electronic media as determined by the Committee.

ARTICLE VI - DISTRIBUTION OF ACCOUNTS

Section 6.1 - Timing of Plan Distributions

The value of a Participant’s Retirement Account will be distributed (or begin to be distributed) in April of the calendar year following the Retirement Date. The value of a Participant’s Special Purpose Account will be distributed (or begin to be distributed) in April of the specified year. This means, for example, that if a deferral election specifies a Deferral Period until 2015, distribution will occur in April of 2015.

The value of a Participant’s Class Year Account will be distributed (or begin to be distributed) in April of the last year of the Deferral Period. Upon Retirement, the value of a Participant's Class Year Account will be distributed (or begin to be distributed) in April next following the Retirement Date, or in April of the calendar year following the Retirement Date, as elected.

Section 6.2 - Method of Distribution

Each Class Year, Retirement and Special Purpose Account will be distributed in a single lump-sum cash payment, or in a series of annual cash installment payments, in accordance with the Participant’s election with respect to each such Account.

Section 6.3 - Termination of Employment

In the event of termination of employment prior to a Participant's Retirement Date, during or after the Deferral Period with respect to any Class Year, Retirement or Special Purpose Account, the full value of the Participant's Plan Accounts will be distributed in a lump-sum cash payment in April following the date of termination, regardless of the distribution option elected.

Section 6.4 - Distribution in the Event of Death

In the event of the death of a Participant prior to attaining eligibility for Retirement, and before the end of the Deferral Period with respect to any Plan Account, the full value of such Plan Accounts will be distributed to the designated Beneficiary in a lump sum as soon as administratively feasible.

In the event of the death of a Participant prior to attaining eligibility for Retirement, but after the end of the Deferral Period with respect to any Plan Account, the full value of such Plan Accounts will be distributed to the designated Beneficiary in accordance with the Participant's distribution election on file.

In the event of death of a Participant after attaining eligibility for Retirement, the full value of the Participant's Plan Accounts will be distributed to the Beneficiary in accordance with the Participant's distribution elections on file.

If the Beneficiary is the Participant's estate, the full value of the Participant's Plan Accounts will be paid in a single lump sum as soon as administratively feasible following the Participant's date of death.

In the event of the death of the Beneficiary (and any contingent Beneficiary) while receiving distributions from the Plan, the full value of the applicable Plan Accounts will be paid in a single lump sum to such Beneficiary's estate as soon as administratively feasible.

Section 6.5 - Hardship Distribution

The Committee may, in its sole discretion, upon finding that the Participant (or Beneficiary in the event of a Participant's death) has suffered an unforeseen, severe and immediate financial emergency, permit such Participant to withdraw a portion of the value of the Participant’s Plan Accounts in an amount sufficient to eliminate the hardship. Financial hardship distributions will be made only if the Committee determines that the Participant is unable to resolve the financial emergency through other means reasonably available to the Participant. Financial hardship distributions will be made following the Committee’s determination of a qualifying financial emergency on the basis of the value of the Participant’s Plan Accounts as of the most recent date available. The Committee will determine from which Special Purpose, Retirement or Class Year Accounts and associated Investment Funds hardship distributions will be made. Any Participant who is an officer or director of the Corporation within the meaning of Section 16 of the Securities Exchange Act of 1934 is not eligible for financial hardship distributions.

Section 6.6 - Disability

In the event of the disability of a Participant, as determined under the Corporation’s Long Term Disability Plan, the Participant’s Plan Accounts will be maintained and distributed in accordance with the Participant’s elections on file.

Section 6.7 - Distribution from Supplemental Account

The Committee will effect distributions from supplemental retirement plans with respect to Benefit Reductions incurred in any of the Corporation’s defined benefit pension plans at the same time, in the same manner and in the required amounts such that when combined with benefits provided by the defined benefit pension plans in which a Participant incurred a Benefit Reduction, the total amount received by a Participant (or Beneficiary) will equal the amount of pension benefit that would otherwise have been paid had the Participant not participated in this Plan.

At the end of each calendar year, the Committee will determine if any Benefit Reduction has been incurred with respect to any of the Corporation’s savings plans or other tax qualified defined contribution retirement plans, and will credit the amount of such Benefit Reduction to the affected

Participant's Plan Accounts as of the last business day of the calendar year. Any such amounts will be allocated on a pro-rata basis to the Participant's Plan Accounts and Investment Funds in accordance with the Participant's deferral elections on file for that calendar year.

ARTICLE VII - AMENDMENT AND TERMINATION OF PLAN

Section 7.1 - Amendment

The Corporation may, at any time, amend the Plan in whole or in part, provided that no amendment may decrease the value of any Plan Accounts as of the date of such amendment. In the event of any change in law or regulation relating to the Plan and the tax treatment of Plan Accounts, the Plan shall, without further action by the Committee, be deemed to be amended to comply with any such change in law or regulation effective the first date necessary to prevent the taxation, constructive receipt or deemed distribution of Plan Accounts prior to the date Plan Accounts would be distributed under the provisions of Article VI.

Section 7.2 - Plan Suspension and Termination

The Corporation's Pension Administration Committee, may, at any time, suspend or terminate the Plan with respect to new or existing Election Forms if, in its sole judgment, the continuance of the Plan, the tax, accounting, or other effects thereof, or potential payments hereunder would not be in the best interest of the Corporation or for any other reason. In the event of the suspension of the Plan, no additional deferral shall be made under the Plan, but all previous deferrals shall accumulate and be distributed in accordance with the otherwise applicable provisions of the Plan and the applicable elections on file. In the event of the termination of the Plan, each Participant will receive, in a lump-sum cash payment, the value of his or her Plan Accounts.

Section 7.3 - No Consent Required

The consent of any Participant, Beneficiary, or other person shall not be required with respect to any amendment, suspension, or termination of the Plan.

ARTICLE VIII - GENERAL PROVISIONS

Section 8.1 - Unsecured General Creditor

The Corporation’s obligations under the Plan constitute an unfunded and unsecured promise to pay money in the future. Participants’ and Beneficiaries’ rights under the Plan are solely those of a general unsecured creditor of the Corporation. No assets will be placed in trust, set aside or otherwise segregated to fund or offset liabilities in respect of the Plan or Participants’ Plan Accounts.

Section 8.2 - Nonassignability

No Participant or Beneficiary or any other person shall have right to sell, assign, transfer, pledge, or otherwise encumber any interest in the Plan. All Plan Accounts and the rights to all payments are unassignable and non-transferable. Plan Accounts or payment hereunder, prior to actual payment, will not be subject to attachment or seizure for the payment of any debts, judgments or other obligations. Plan Accounts or other Plan benefit will not be transferred by operation of law in the event of a Participant’s or any Beneficiary’s bankruptcy or insolvency.

Section 8.3 - No Contract of Employment

Participation in the Plan shall not be construed to constitute a direct or indirect contract of employment between the Corporation and the Participant. Participants and Beneficiaries will have no rights against the Corporation resulting from participation in the Plan other than as specifically provided herein. Nothing in the Plan shall be deemed to give a Participant the right to be retained in the service of the Corporation for any length of time or to interfere with the right of the Corporation to terminate a Participant’s employment prior to the end of any Deferral Period.

Section 8.4 - Governing Law

The provisions of the Plan will be construed and interpreted according to the laws of the State of Connecticut, to the extent not preempted by federal law.

Section 8.5 - Validity

If any provision of the Plan is held to be illegal or invalid for any reason, the remaining provisions of the Plan will be construed and enforced as if such illegal and invalid provision had never been inserted herein.

Section 8.6 - Notice

Any notice or filing required or permitted to be given to the Committee under the Plan shall be sufficient if sent by first-class mail, to the United Technologies Corporation Deferred Compensation Committee, 1 Financial Plaza, Hartford, Connecticut 06101, Attn: R. Larry Acorn, Director, Compensation, MS-504. Any notice or filing required or permitted to be given to any Participant or Beneficiary under the Plan shall be sufficient if provided either electronically, hand-delivered, or mailed to the address (or email address, as the case may be) of the Participant or Beneficiary then listed on the records of the Corporation. Any such notice will be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark or email system.

Section 8.7 - Successors

The provisions of the Plan shall bind and inure to the benefit of the Corporation and its successors and assigns. The term successors as used herein shall include any corporate or other business entity, which by merger, consolidation, purchase or otherwise acquires all or substantially all of the business and assets of the Corporation, and successors of any such corporation or other business entity.

Section 8.8 - Incompetence

If the Committee determines, upon evidence satisfactory to the Committee, that any Participant or Beneficiary to whom a benefit is payable under the Plan is unable to care for their affairs because of illness or accident, any payment due (unless prior claim therefore shall have been made by a duly authorized guardian or other legal representative) may be paid, upon appropriate indemnification of the Committee and the Corporation, to the spouse of the Participant or other person deemed by the Committee to have incurred expenses for the benefit of and on behalf of such Participant or

Beneficiary. Any such payment from a Participant’s Plan Accounts shall be a complete discharge of any liability under the Plan with respect to the amount so paid.

ARTICLE IX - ADMINISTRATION AND CLAIMS

Section 9.1 - Plan Administration

The Committee shall be solely responsible for the administration and operation of the Plan. The Committee shall have full and exclusive authority and discretion to interpret the provisions of the Plan and to establish such administrative procedures as it deems necessary and appropriate to carry out the purposes of the Plan.

Any person claiming a benefit, requesting an interpretation or ruling under the Plan, or requesting information under the Plan shall present the request in writing to the Committee which shall respond in writing as soon as practicable.

Section 9.2 - Claim Procedures

If a Participant or Beneficiary requests a benefit or payment under the Plan and such claim or request is denied, the Committee will provide a written notice of denial which will specify (a) the reason for denial, with specific reference to the Plan provisions on which the denial is based and (b) a description of any additional material or information that may be required with respect to the claim and an explanation of why such information is necessary.

If a claim or request is denied or if the Participant or Beneficiary receives no response within 60 days, the Participant or Beneficiary may request review by writing to the Committee. The Committee will review the claim or request, and may request additional information or materials that it deems appropriate to the resolution of any issues presented. The decision on review will normally be made by the Committee within 60 days of its receipt of the request for review but may be extended up to 120 days from such date. The Committee’s decision will be in writing and will state the basis for its decision and shall be conclusive and binding on all parties.

Exhibit 10.2

UNITED TECHNOLOGIES CORPORATION

COMPANY AUTOMATIC CONTRIBUTION EXCESS PLAN

Executed July 16, 2018

Amended and Restated as of January 1, 2010

UNITED TECHNOLOGIES CORPORATION

COMPANY AUTOMATIC CONTRIBUTION EXCESS PLAN

Executed July 16, 2018

(As amended and restated effective January 1, 2010)

ARTICLE I - PREAMBLE

Section 1.1 - Purpose of the Plan

The United Technologies Corporation Company Automatic Contribution Excess Plan ("CACEP" or the "Plan") was established effective January 1, 2010 for the benefit of employees covered by the Company Automatic Feature (the "CAF") of the United Technologies Corporation Employee Savings Plan (the "Qualified Savings Plan"). The purpose of the CACEP is to provide for the accrual of benefits which are supplemental to CAF benefits payable under the Qualified Savings Plan. CACEP benefits are accrued with respect to compensation that is not taken into account under the Qualified Savings Plan due to compensation limitations imposed by Section 401(a)(17) of the Internal Revenue Code of 1986, as amended (the "IRS Compensation Limit"), due to contribution limitations imposed by Section 415 of the Internal Revenue Code of 1986, as amended (the "IRS Contribution Limit"), or due to the Participant's elective deferral of compensation.

Section 1.2 - Effective Date of Plan and Amendments

The Plan as originally established effective January 1, 2010 is amended and restated for the purposes of clarifying the intent of the Plan to accrue CACEP benefits with respect to both the IRS Compensation Limit and the IRS Contribution Limit, as well as other minor administrative revisions. Changes effected by this amendment and restatement are generally effective January 1, 2010.

ARTICLE II - DEFINITIONS

Unless otherwise indicated, capitalized terms herein shall have the same meaning ascribed under the Qualified Savings Plan.

Beneficiary means the person, persons or entity designated on an electronic or written form by the Participant to receive the value of his or her Plan Account in the event of the Participant's death in accordance with the terms of this Plan. If the Participant fails to designate a Beneficiary, or the Beneficiary (and any contingent Beneficiary) does not survive the Participant, the value of the Participant's Plan Account will be paid to the estate of the Participant.

Benefit Reduction Contribution means a Contribution by the Corporation to the Participant's Plan Account to restore the reduction in the Company Automatic Contribution credited to a Participant's Plan

Account as a result of the reduction of such Participant's Eligible Compensation due to an elective deferral of compensation by the Participant under the United Technologies Deferred Compensation Plan.

Code means the Internal Revenue Code of 1986, as amended from time to time, and any successor thereto. Reference to any section of the Internal Revenue Code shall include any final regulations or other applicable guidance.

Committee means the United Technologies Corporation Deferred Compensation Committee, which is responsible for the administration of the Plan. The Corporation's Pension Administration Committee shall appoint the Committee's members.

Company Automatic Contribution or *Contribution* means the age-graded Contribution credited to the Plan by the Corporation on behalf of the Participant in accordance with Article V.

Corporation means the United Technologies Corporation.

Default Investment Option means the Investment Fund designated by the Plan or selected by the Committee on behalf of all Participants at the time they first become eligible to participate in the Plan. The Default Investment Option shall be established annually and shall be the Income Fund, unless otherwise determined at the sole discretion of the Committee.

Disability means permanent and total disability as determined under the Corporation's long-term disability plan applicable to the Participant, or if there is no such plan applicable to the Participant, "Disability" means a determination of total disability by the Social Security Administration; provided that, in either case, the Participant's condition also qualifies as a "Disability" for purposes of Section 409A(a)(2)(C) of the Code.

Election Form means the form or process provided by the Committee to Participants electronically or in paper form for the purpose of specifying the method of distribution and/or the percentage allocation among the Investment Funds with respect to a Participant's Plan Account.

Eligible Compensation means Pensionable Earnings in excess of the IRS Compensation Limit for any Plan Year; or Pensionable Earnings that are not taken into account under the Qualified Savings Plan due to the IRS Contribution Limit.

Employee means an employee of the Corporation and or of certain subsidiaries and affiliates of the Corporation, but excluding any employee who is included in a different tax qualified savings plan or is not eligible to participate in the Qualified Savings Plan pursuant to the terms of a collective bargaining agreement between employee representatives and a UTC Company (a "Represented Employee") unless such employee representatives and the UTC Company agree that the Represented Employees in such unit shall be eligible to participate in the Plan.

Investment Fund means a hypothetical fund that tracks the value of an investment option offered under the Qualified Savings Plan or the UTC Deferred Compensation Plan. Investment Funds offered under the CACEP may be changed from time to time by the Committee and shall be valued in the manner set forth in Section 6.4. Available investments are described at https://www.newportgroup.com. The value of Participants' Accounts shall be adjusted to replicate the performance of the applicable Investment Funds. Amounts credited to any Investment Fund do not result in the investment in actual assets corresponding to the Investment Fund.

IRS Compensation Limit means the limitation imposed by Section 401(a)(17) of the Internal Revenue Code of 1986, as amended.

IRS Contribution Limit means the limitation imposed by Section 415 of the Internal Revenue Code of 1986, as amended.

Participant means an eligible Employee (i) who is a Participant in the Qualified Savings Plan; (ii) who qualifies for the CAF of the Qualified Savings Plan; and (iii) (a) whose annual Pensionable Earnings for a Plan Year exceed the limit of IRC Section 401(a)(17), or (b) whose annual Qualified Savings Plan contributions exceed the limit of IRC Section 415.

Pensionable Earnings means the total compensation paid with respect to a Plan Year by a UTC Company to a Participant for services rendered to a UTC Company, before any Tax-Deferred Contribution Election or any election under Section 125 of the Code, including performance related awards, but excluding: other awards; foreign service premiums and allowances; long-term incentive compensation; stock option benefits; reimbursements or other payments related to relocation expenses; contributions to employee benefit plans including reimbursements or payments in lieu thereof, amounts credited to a Participant under a non-qualified deferred compensation plan; severance pay; and pay in lieu of vacation

Plan means the United Technologies Corporation Company Automatic Contribution Excess Plan, as amended from time to time.

Plan Account means an account maintained on behalf of a Participant for the purpose of crediting Company Automatic Contributions.

Plan Year means the calendar year.

Separation from Service means a Participant's termination of employment with all UTC Companies, other than by reason of death. A Separation from Service will be deemed to occur where the Participant and the UTC Company that employs the Participant reasonably anticipate that the bona fide level of services the Participant will perform (whether as an employee or as an independent contractor) for UTC Companies will be permanently reduced to a level that is less than thirty-seven and a half percent (37.5%)

of the average level of bona fide services the Participant performed during the immediately preceding 36 months (or the entire period the Participant has provided services if the Participant has been providing services to UTC Companies for less than 36 months). A Participant shall not be considered to have had a Separation from Service as a result of a transfer from one UTC Company to another UTC Company.

Specified Employee means each of the fifty (50) highest-paid officers and other executives of the Corporation and its Subsidiaries, effective annually as of April 1st, based on wages subject to federal income tax withholding, and amounts that are excluded from taxable income by the employee's election to make pre-tax contributions under a cafeteria plan, section 401(k) plan, or similar plan, determined for the preceding calendar year as provided in Treas. Reg. § 1.415(c)-2(d)(3). The term includes both U.S. and non-U.S. employees, and the compensation used to determine whether an employee is among the fifty (50) highest-paid officers and other executives shall be determined by treating non-U.S. compensation as if it had been earned in the U.S. by a U.S. citizen.

UTC Company means United Technologies Corporation or any entity controlled by or under common control with United Technologies Corporation within the meaning of Section 414(b) or (c) of the Code (but substituting "at least 20 percent" for "at least 80 percent" as the control threshold used in applying Sections 414(b) and (c)).

ARTICLE III - ELIGIBILITY AND ENROLLMENT

Section 3.1 - Eligibility

Each Employee of a UTC Company who is a Participant in the Qualified Savings Plan and who qualifies for the CAF of the Qualified Savings Plan shall be eligible to participate in this Plan, if and to the extent, such Employee's annual Pensionable Earnings for a Plan Year are in excess of the IRS Compensation Limit or whose annual Qualified Savings Plan contributions are in excess of the IRS Contribution Limit. In no event shall any person who is not entitled to CAF benefits under the Qualified Savings Plan be eligible for benefits under this Plan.

Section 3.2 - Enrollment

An eligible Participant will automatically be enrolled in the Plan within thirty (30) days of the pay date for which such Participant's annual Pensionable Earnings exceed the IRS Compensation Limit), or such Participant's annual Qualified Savings Plan contributions exceed the IRS Contribution Limit ("Initial Enrollment Period").

ARTICLE IV - PARTICIPANT ELECTIONS AND DESIGNATIONS

Section 4.1 - Distribution Election

A Participant must, on or before the election deadline established by the Committee, make an electronic or written election on the Election Form provided by the Committee to have the Participant's Plan Account distributed in a lump sum or in two to fifteen annual installments. If no distribution election is made with respect to a Participant's Plan Account, the distribution will be in a lump sum.

Section 4.2 - Election Date

An electronic or written Election Form must be completed and submitted to the Committee during the Initial Enrollment Period, or such date as the Committee may specify. Except as provided below in Section 4.4 (Change in Distribution Election), the choices reflected on the Participant's Election Form shall be irrevocable on the election deadline.

Section 4.3 - Investment Fund Allocations

A Participant's Plan Account will be allocated to the Default Investment Option at the time a Participant first becomes eligible to participate in the Plan. Participants may change the asset allocation of their existing Participant Plan Account balance as permitted by the Committee. The Committee currently allows for daily reallocation. Allocation requests submitted after 4 p.m. EST or during a weekend or holiday, become effective the following business day.

Section 4.4 - Change in Distribution Election

A Participant may make an irrevocable election to change the form of distribution for a Plan Account. A change to the form of distribution must meet all of the following requirements:

(a) The new election must be made at least twelve months prior to the date on which payments will commence under the current election and/or date of termination following attainment of age 50 (and the new election shall be ineffective if the payment commencement date under the current election occurs within twelve months after the date of the new election);

(b) The new election will not take effect until at least twelve months after the date when the new election is submitted in a manner acceptable to the Committee; and

(c) The new payment commencement date must be five years later than the date on which payments would commence under the current election.

A maximum of three change elections are allowed under the Plan.

Section 4.5 - [Removed]

Section 4.6 - Designation of Beneficiary

Each Participant shall designate a Beneficiary for his or her Plan Account on an electronic or written form provided by the Committee. A Participant may change such designation on an electronic or written form acceptable to the Committee and will be effective on the date received by the Committee. Designations received after the date of the Participant's death will not be effective. In the event that no Beneficiary designation is filed with the Committee before the Participant's death, or if the Beneficiary (and any contingent Beneficiary) does not survive the Participant, the value of the Participant's Plan Account will be paid to the estate of the Participant. If a Participant designates the Participant's spouse as the Participant's Beneficiary, that designation shall not be revoked or otherwise altered or affected by any: (a) change in the marital status of the Participant; (b) agreement between the Participant and such spouse; or (c) judicial decree (such as a divorce decree) affecting any rights that the Participant and such spouse might have as a result of their marriage, separation, or divorce; it being the intent of the Plan that any change in the designation of a Beneficiary hereunder may be made by the Participant only in accordance with the procedures set forth in this Section 4.6. In the event of the death of a Participant, distributions shall be made in accordance with Section 7.6.

ARTICLE V - COMPANY AUTOMATIC CONTRIBUTIONS

Section 5.1 - Contribution Amount

The Corporation will credit an age-graded Company Automatic Contribution to the Plan on behalf of each eligible Participant under the Plan. The Contribution shall be a percentage of the Participant's Eligible Compensation based on the Participant's age as of December 31 of the current Plan Year for which the Contribution is credited. The applicable percentages shall be as follows:

Age as of December 31	Applicable Percentage
Under 30	3%
30-34	3.5%
35-39	4%
40-44	4.5%
45-49	5%
50+	5.5%

Section 5.2 - Eligibility for Contribution

Eligibility for Contribution shall be determined annually. A Participant shall be eligible for a Company Automatic Contribution for a Plan Year, if and to the extent, such Participant's annual Pensionable Earnings for the Plan Year are in excess of the IRS Compensation Limit or if such Participant's annual Qualified Savings Plan Contributions for the Plan Year are in excess of the IRS Contribution Limit.

Participants shall be immediately eligible to receive an allocation of Company Automatic Contributions for a Plan Year at the time such Participant's annual Pensionable Earnings for the Plan Year are in excess of the IRS Compensation Limit or if such Participant's annual Qualified Savings Plan Contributions for the Plan Year are in excess of the IRS Contribution Limit; and CAF contributions cease under the Qualified Savings Plan for the Plan Year. In no event shall a Participant be eligible for CAF contribution under the Qualified Savings Plan and Company Automatic Contribution under this Plan for the same Pensionable Earnings.

Section 5.3 - Timing of Contribution

Allocation of Company Automatic Contributions shall generally be made to each Participant's Plan Account on or immediately following each pay period, but no less frequently than once with respect to each Plan Year. The Corporation may in its sole discretion credit additional amounts to Participants' Plan Accounts.

Section 5.4 - Vesting of Contributions

A Participant shall be vested in the value of Contributions credited to his or her Plan Account upon the first to occur of the following: participation in the Plan for two years; completion of three years of "Continuous Service" (as defined in the UTC Employee Retirement Plan as in effect on January 1, 2008), attainment of age 65, the death or disability of the Participant while employed by a UTC Company, the layoff of a Participant from a UTC Company due to lack of work, or the Participant's entrance into the military service before completing two years of Plan participation. For purposes of this Section 5.4, a Participant's date of disability shall be the first day of the fifth month (or such other month as may from time to time be applicable under the federal Social Security Act) prior to the month for which a Participant first receives a disability benefit under the Social Security Act.

Section 5.5 - Annual Contribution Limitation

In no event shall the Company Automatic Contribution to any Participant's Plan Account for any calendar year exceed 25% of annual earnings for such calendar year.

ARTICLE VI - PLAN ACCOUNTS

Section 6.1 - Accounts

A Plan Account will be established for each Participant. Company Automatic Contributions shall be allocated or reallocated among Investment Funds in accordance with the Plan terms and each Participant's instructions in the manner set forth in Section 4.3.

Section 6.2 - [Removed]

Section 6.3 - Valuation of Investment Funds

Company Automatic Contributions allocated to Investment Funds will be converted to the applicable Investment Fund units based on the closing share price of that Investment Fund as of date the Contribution is credited to the Participant's applicable Investment Fund. The value of the units of an Investment Fund will fluctuate on each business day based on the performance of the applicable Investment Fund.

Section 6.4 - Crediting of Benefit Reduction Contribution

At the end of each Plan Year, the Committee will determine whether a Participant is eligible to receive a Benefit Reduction Contribution, and will credit any applicable Benefit Reduction Contribution to the affected Participant's Plan Account as of the last business day of the Plan Year. Any such amounts will be allocated on a pro-rata basis to the Participant's Investment Funds in accordance with the Participant's Default Investment Option or current investment allocation election in effect for that Plan Year.

Section 6.5 - Reports to Participants

The Committee will provide or make available detailed information to Participants regarding the credited value of Plan Accounts, distribution elections, Beneficiary designations, and Investment Fund allocations. Such information may be provided via electronic media as determined by the Committee.

ARTICLE VII - DISTRIBUTION OF PLAN ACCOUNT

Section 7.1 - Timing of Plan Distributions

Except as provided in Section 4.4 (concerning the five-year delay following a Change in Distribution Election), Section 7.4 (concerning Separation from Service before Attaining Age Fifty), and Section 7.5 (concerning distributions to Specified Employees), the value of a Participant's Plan Account will be distributed (or begin to be distributed) to the Participant in April of the calendar year following the calendar year of the Participant's Separation from Service.

Section 7.2 - Method of Distribution

Except as provided in Section 7.4 (concerning Separation from Service before Attaining Age Fifty) or in the following sentence (concerning Company Automatic Contributions and Benefit Reduction Contributions based on compensation earned before the Participant's benefit distribution election), a Plan Account will be distributed to the Participant in a single lump-sum payment, or in a series of annual installment payments, in accordance with the Participant's election on file. As provided in Section 4.1, any Benefit Reduction Contribution or Company Automatic Contribution based on compensation that a

Participant earns after the Participant becomes eligible to participate in the Plan, but before the Participant makes a valid distribution election, shall be paid in a lump sum, or as otherwise provided in a change in distribution election made pursuant to Section 4.4. Annual installment distributions shall be payable to the Participant beginning as of the payment commencement date and continuing as of each anniversary of the payment commencement date thereafter until all installments have been paid. To determine the amount of each installment, the value of the Participant's Plan Account on the payment date will be multiplied by a fraction, the numerator of which is one and the denominator of which is the remaining number of scheduled installments.

Regardless of the distribution option elected, if the aggregate value of a Participant's Plan Account, determined as of the payment commencement date, is less than the stated IRS Section 402g limit, the Committee will distribute the Participant's entire Plan Account balance in a lump sum on the payment commencement date.

Section 7.3 - Form of Distribution

Plan Account distributions will be made in cash.

Section 7.4 - Separation from Service before Attaining Age Fifty

If a Participant's Separation from Service occurs before the Participant attains age fifty (50), the full value of the Participant's Plan Account will be distributed to the Participant in a lump-sum payment in April of the calendar year following the calendar year of the Participant's Separation from Service (or, if the Participant is a Specified Employee at the time of his or her Separation from Service, on the date provided in Section 7.5, below, if later) regardless of the distribution option elected and regardless of any change in the distribution election.

Section 7.5 - Separation from Service of Specified Employees

Distributions to Specified Employees will not be made or commence earlier than the first day of the seventh month following the date of Separation from Service. All Plan Accounts shall continue to accrue hypothetical investment gains and losses as provided in Article VI until the distribution date.

Section 7.6 - Distribution in the Event of Death

In the event of the death of a Participant before the Participant's Plan Account has been fully distributed, the full remaining value of the Participant's Plan Account will be distributed to the designated Beneficiary or the Participant's estate in a lump sum on the first business day of the third month following the Participant's death. Upon notification of death, pending distribution, the value of Participant plan accounts will be allocated to the Income Fund.

Section 7.7 - Accelerated Distribution in the Case of an Unforeseeable Emergency

(a) Unforeseeable Emergency. The Committee may, upon a Participant’s written application, agree to an accelerated distribution of some or all of the value of a Participant's Plan Account upon the occurrence of an unforeseeable emergency. An “unforeseeable emergency” is a severe financial hardship to the Participant resulting from (1) an illness or accident of the Participant, the Participant’s spouse, the Participant’s Beneficiary, or the Participant’s dependent (as defined in IRC Section 152, without regard to Section 152(b)(1), (b)(2), and (d)(1)(B)); (2) loss of the Participant’s property due to casualty; or (3) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. Whether a Participant is faced with an unforeseeable emergency permitting a distribution is to be determined based on the relevant facts and circumstances of each case. Acceleration will not be granted if the emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, or by liquidation of the Participant’s assets (to the extent the liquidation of such assets would not cause severe financial hardship).

(b) Amount of Distribution Permitted Upon an Unforeseeable Emergency. Distributions on account of an unforeseeable emergency, as defined in Section 7.7(a), shall be limited to the amount reasonably necessary to satisfy the emergency need. Such amount may include amounts necessary to pay any Federal, state, local, or foreign income taxes or penalties reasonably anticipated to result from the distribution.

(c) The Committee will determine from which Investment Funds hardship distributions will be made. Any Participant who is an officer or director of the Corporation within the meaning of Section 16 of the Securities Exchange Act of 1934 is not eligible for distributions on account of unforeseeable emergency.

Section 7.8 - Disability

In the event of the Disability of a Participant that qualifies as a “Separation from Service” for purposes of Section 409A of the Code, the Participant’s Plan Accounts will be distributed in accordance with the Participant’s elections on file.

Section 7.9 Administrative Adjustments in Payment Date

A payment is treated as being made on the date when it is due under the Plan if the payment is made on the due date specified by the Plan, or on a later date that is either (a) in the same calendar year (for a payment whose specified due date is on or before September 30), or (b) by the 15th day of the third calendar month following the date specified by the Plan (for a payment whose specified due date is on or after October 1). A payment also is treated as being made on the date when it is due under the Plan if the payment is made not more than 30 days before the due date specified by the Plan. In no event will a payment to a Specified Employee be made or commence earlier than the first day of the seventh month following the date of Separation from Service. A Participant may not, directly or indirectly, designate the taxable year of a payment made in reliance on the administrative rules in this Section 7.9.

ARTICLE VIII - AMENDMENT AND TERMINATION OF PLAN

Section 8.1 - Amendment

The Corporation may, at any time, amend the Plan in whole or in part, provided that no amendment may decrease the value of any Plan Accounts as of the date of such amendment. In the event of any change in law or regulation relating to the Plan and the tax treatment of Plan Accounts, the Plan shall, without further action by the Committee, be deemed to be amended to comply with any such change in law or regulation effective as of the first date necessary to prevent the taxation, constructive receipt or deemed distribution of Plan Accounts prior to the date Plan Accounts would be distributed under the provisions of Article VII.

Section 8.2 - Plan Suspension and Termination

(a) The Corporation's Pension Administration Committee, may, at any time, suspend or terminate the Plan if, in its sole judgment, the continuance of the Plan, the tax, accounting, or other effects thereof, or potential payments thereunder would not be in the best interest of the Corporation or for any other reason.

(b) In the event of the suspension of the Plan, no additional contributions shall be made under the Plan. All previous contributions shall be distributed in accordance with the otherwise applicable provisions of the Plan and the applicable elections on file.

(c) Upon the termination of the Plan with respect to all Participants, and the termination of all arrangements sponsored by the Corporation or its affiliates that would be aggregated with the Plan under Section 409A of the Code ("Section 409A"), the Corporation shall have the right, in its sole discretion, and notwithstanding any elections made by the Participant, to pay the Participant's Plan Account in a lump sum, to the extent permitted under Section 409A. All payments that may be made pursuant to this Section 8.2(c) shall be made no earlier than the thirteenth month and no later than the twenty-fourth month after the termination of the Plan. The Corporation may not accelerate payments pursuant to this Section 8.2(c) if the termination of the Plan is proximate to a downturn in the Corporation's financial health within the meaning of Treas. Reg. section 1.409A-3(j)(4)(ix)(C)(1). If the Corporation exercises its discretion to accelerate payments under this Section 8.2(c), it shall not adopt any new arrangement that would have been aggregated with the Plan under Section 409A within three years following the date of the Plan's termination.

Section 8.3 - No Consent Required

The consent of any Participant, Beneficiary, or other person shall not be required with respect to any amendment, suspension, or termination of the Plan.

ARTICLE IX - GENERAL PROVISIONS

Section 9.1 - Unsecured General Creditor

The Corporation's obligations under the Plan constitute an unfunded and unsecured promise to pay money in the future. Participants' and Beneficiaries' rights under the Plan are solely those of a general unsecured creditor of the Corporation. No assets will be placed in trust, set aside or otherwise segregated to fund or offset liabilities in respect of the Plan or Participants' Plan Accounts.

Section 9.2 - Nonassignability

No Participant or Beneficiary or any other person shall have the right to sell, assign, transfer, pledge, or otherwise encumber any interest in the Plan. All Plan Accounts and the rights to all payments are unassignable and non-transferable. Plan Accounts or payment hereunder, prior to actual payment, will not be subject to attachment or seizure for the payment of any debts, judgments or other obligations. Plan Accounts or other Plan benefit will not be transferred by operation of law in the event of a Participant's or any Beneficiary's bankruptcy or insolvency.

Section 9.3 - No Contract of Employment

Participation in the Plan shall not be construed to constitute a direct or indirect contract of employment between any UTC Company and any Participant. Participants and Beneficiaries will have no rights against any UTC Company resulting from participation in the Plan other than as specifically provided herein. Nothing in the Plan shall be deemed to give a Participant the right to be retained in the service of any UTC Company for any length of time or to interfere with the right of any UTC Company to terminate a Participant's employment.

Section 9.4 - Governing Law

The provisions of the Plan will be construed and interpreted according to the laws of the State of Connecticut, to the extent not preempted by federal law.

Section 9.5 - Validity

If any provision of the Plan is held to be illegal or invalid for any reason, the remaining provisions of the Plan will be construed and enforced as if such illegal and invalid provision had never been inserted herein.

Section 9.6 - Notice

Any notice or filing required or permitted to be given to the Committee under the Plan shall be sufficient if sent by first-class mail, to the United Technologies Corporation Deferred Compensation Committee, 4 Farm Springs Road, MS4-2, Farmington, Connecticut 06032, Attn: Deferred Compensation Committee,. Any notice or filing required or permitted to be given to any Participant or Beneficiary under the Plan shall be sufficient if provided either electronically, hand-delivered, or mailed to the address (or email address, as the case may be) of the Participant or Beneficiary then listed on the records of the Corporation. Any such notice will be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark or email system.

Section 9.7 - Successors

The provisions of the Plan shall bind and inure to the benefit of the Corporation and its successors and assigns. The term successors as used herein shall include any corporate or other business entity, which by merger, consolidation, purchase or otherwise acquires all or substantially all of the business and assets of the Corporation, and successors of any such corporation or other business entity.

Section 9.8 - Incompetence

If the Committee determines, upon evidence satisfactory to the Committee, that any Participant or Beneficiary to whom a benefit is payable under the Plan is unable to care for his or her affairs because of illness or accident, any payment due (unless prior claim therefore shall have been made by a duly authorized guardian or other legal representative) may be paid, upon appropriate indemnification of the Committee and the Corporation, to the spouse of the Participant or other person deemed by the Committee to have incurred expenses for the benefit of and on behalf of such Participant or Beneficiary. Any such payment from a Participant's Plan Account shall be a complete discharge of any liability under the Plan with respect to the amount so paid.

Section 9.9 - Section 409A Compliance

To the extent that rights or payments under this Plan are subject to Section 409A of the Internal Revenue Code, the Plan shall be construed and administered in compliance with the conditions of Section 409A and regulations and other guidance issued pursuant to Section 409A for deferral of income taxation until the time the compensation is paid. Any distribution election that would not comply with Section 409A of the Code shall not be effective for purposes of this Plan. To the extent that a provision of this

Plan does not comply with Section 409A of the Code, such provision shall be void and without effect. The Corporation does not warrant that the Plan will comply with Section 409A of the Code with respect to any Participant or with respect to any payment. In no event shall any UTC Company; any director, officer, or employee of a UTC Company (other than the Participant); or any member of the Committee be liable for any additional tax, interest, or penalty incurred by a Participant or Beneficiary as a result of the Plan's failure to satisfy the requirements of Section 409A of the Code, or as a result of the Plan's failure to satisfy any other requirements of applicable tax laws.

Section 9.10 Withholding Taxes

The Committee may make any appropriate arrangements to deduct from all Contributions, vested Plan Accounts and distributions under the Plan any taxes that the Committee reasonably determines to be required by law to be withheld from such credits and payments.

ARTICLE X - ADMINISTRATION AND CLAIMS

Section 10.1 - Plan Administration

The Committee shall be solely responsible for the administration and operation of the Plan. The Committee shall have full and exclusive authority and discretion to interpret the provisions of the Plan and to establish such administrative procedures as it deems necessary and appropriate to carry out the purposes of the Plan.

Any person claiming a benefit, requesting an interpretation or ruling under the Plan, or requesting information under the Plan shall present the request in writing to the Committee at 4 Farm Springs Road, Farmington, CT 06032, Attn: Deferred Compensation Committee. The Committee shall respond in writing as soon as practicable.

Section 10.2 - Claim Procedures

A Participant or Beneficiary who believes that he or she has been denied a benefit to which he or she is entitled under the Plan (referred to in this Section 10.2 as a "Claimant") may file a written request with the Committee setting forth the claim. The Committee shall consider and resolve the claim as set forth below.

(a) Upon receipt of a claim, the Committee shall advise the Claimant that a response will be forthcoming within 90 days. The Committee may, however, extend the response period for up to an additional 90 days for reasonable cause, and shall notify the Claimant of the reason for the extension and the expected response date. The Committee shall respond to the claim within the specified period.

(b) If the claim is denied in whole or part, the Committee shall provide the Claimant with a written decision, using language calculated to be understood by the Claimant, setting forth (1) the specific reason or reasons for such denial; (2) the specific reference to relevant provisions of this Plan on which such denial is based; (3) a description of any additional material or information necessary for the Claimant to perfect his or her claim and an explanation why such material or such information is necessary; (4) appropriate information as to the steps to be taken if the Claimant wishes to submit the claim for review; (5) the time limits for requesting a review of the claim; and (6) the Claimant's right to bring an action for benefits under Section 502(a) of ERISA.

(c) Within 60 days after the Claimant's receipt of the written decision denying the claim in whole or in part, the Claimant may request in writing that the Committee review the determination. The Claimant or his or her duly authorized representative may, but need not, review the relevant documents and submit issues and comment in writing for consideration by the Committee. If the Claimant does not request a review of the initial determination within such 60-day period, the Claimant shall be barred from challenging the determination.

(d) Within 60 days after the Committee receives a request for review, it will review the initial determination. If special circumstances require that the 60-day time period be extended, the Committee will so notify the Claimant and will render the decision as soon as possible, but no later than 120 days after receipt of the request for review.

(e) All decisions on review shall be final and binding with respect to all concerned parties. The decision on review shall set forth, in a manner calculated to be understood by the Claimant, (1) the specific reasons for the decision, including references to the relevant Plan provisions upon which the decision is based; (2) the Claimant's right to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information, relevant to his or her benefits; and (3) the Claimant's right to bring an action for benefits under Section 502(a) of ERISA.

CERTAIN REGULATORY MATTERS

The Plan is subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Because the Plan is an unfunded plan maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees, the Plan is exempt from most of ERISA's requirements. Although the Plan is subject to Part 1 (Reporting and Disclosure) and Part 5 (Administration and Enforcement) of Title I, Subtitle B of ERISA, the Department of Labor has issued a regulation that exempts the Plan from most of ERISA's reporting and disclosure requirements.

TO WHOM SHOULD QUESTIONS CONCERNING THE PLAN BE DIRECTED?

All questions concerning the operation of the Plan (including information concerning the administrators of the Plan) should be directed to:

United Technologies Corporation
4 Farm Springs Road
Farmington, CT 06032
Attn: Deferred Compensation Committee
Telephone: 860-728-7000

UNITED TECHNOLOGIES CORPORATION

By: /s/ Jeffrey W. Kridler

Dated: July 16, 2018

Attest: /s/ Richard M. Kaplan
Vice President, Associate General Counsel

Exhibit 10.3

UNITED TECHNOLOGIES CORPORATION

SAVINGS RESTORATION PLAN

Executed July 16, 2018

Amended and Restated as of January 1, 2011

UNITED TECHNOLOGIES CORPORATION

SAVINGS RESTORATION PLAN

Executed July 16, 2018

(As amended and restated effective January 1, 2011)

ARTICLE I - PREAMBLE

Section 1.1 - Purpose of the Plan

The United Technologies Corporation Savings Restoration Plan ("SRP" or the "Plan") was established effective January 1, 2010 for the benefit of eligible employees of the Corporation and certain subsidiaries and affiliates of the Corporation (the "Employees"). The purpose of the SRP is to offer Employees the opportunity to defer a portion of their compensation in excess of the limitation imposed by Section 401(a)(17) of the Internal Revenue Code of 1986, as amended (the "IRS Compensation Limit") and to accrue benefits which are not provided under the United Technologies Corporation Employee Savings Plan (the "Qualified Savings Plan") due to limitations imposed by Section 415 of the Internal Revenue Code or the IRS Compensation Limit.

The SRP shall constitute a "parallel excess plan" within the meaning of the New York Stock Exchange listing requirements. All or substantially all Employees who participate in the Qualified Savings Plan whose annual pensionable earnings are in excess of the IRS Compensation Limit are eligible to participate in the SRP under substantially similar terms and conditions as the Qualified Savings Plan, except for the elimination of specified limitations on contributions and benefits under the IRC. The SRP shall be administered and construed to effectuate the foregoing intent.

Section 1.2 - Effective Date of Plan and Amendments

The Plan as originally established effective January 1, 2010 is hereby amended and restated for the purpose of clarifying the intent of the Plan to provide for a Benefit Restoration Contribution credit to the United Technologies Corporation Deferred Compensation Plan; as well as other administrative revisions. Changes effected by this amendment and restatement are generally effective as of January 1, 2011.

ARTICLE II - DEFINITIONS

Unless otherwise indicated, capitalized terms herein shall have the same meaning ascribed under the Qualified Savings Plan.

Beneficiary means the person, persons or entity designated on an electronic or written form by the Participant to receive the value of his or her Plan Accounts in the event of the Participant's death in accordance with the terms of this Plan. If the Participant fails to designate a Beneficiary, or the

Beneficiary (and any contingent Beneficiary) does not survive the Participant, the value of the Participant's Plan Accounts will be paid to the estate of the Participant.

Benefit Restoration Contribution means an amount credited on behalf of the Participant to the United Technologies Corporation Deferred Compensation Plan ("DCP") that would have been credited to the Participant's UTC Contribution Plan Account under this Plan but for the reduction of such Participant's Eligible Compensation due to an elective deferral of compensation by the Participant under the DCP. The Benefit Restoration Contribution will be determined in the same manner as provided for Benefit Reduction Contributions with respect to the Qualified Savings Plan under the terms of the DCP.

Code means the Internal Revenue Code of 1986, as amended from time to time, and any successor thereto. Reference to any section of the Internal Revenue Code shall include any final regulations or other applicable guidance.

Committee means the United Technologies Corporation Deferred Compensation Committee, which is responsible for the administration of the Plan. The Corporation's Pension Administration Committee shall appoint the Committee's members.

Corporation means the United Technologies Corporation.

Deferral Period means the period prior to the receipt of Eligible Compensation deferred hereunder.

Disability means permanent and total disability as determined under the Corporation's long-term disability plan applicable to the Participant, or if there is no such plan applicable to the Participant, "Disability" means a determination of total disability by the Social Security Administration; provided that, in either case, the Participant's condition also qualifies as a "disability" for purposes of Section 409A(a)(2)(C) of the Code.

Election Form means the enrollment form provided by the Committee to Participants electronically or in paper form for the purpose of deferring Eligible Compensation under the Plan. Each Participant's Election Form must specify the percentage of Eligible Compensation to be deferred with respect to the following calendar year; the percentage allocation among the Investment Funds with respect to the Participant Contribution Account; and if not previously elected for the Plan Accounts, the method of distribution.

Eligible Compensation means Pensionable Earnings in excess of the IRS Compensation Limit for any Plan Year.

Employee means an employee of the Corporation or of certain subsidiaries and affiliates of the Corporation, but excluding any employee who is included in a different tax qualified savings plan or is not eligible to participate in the Qualified Savings Plan pursuant to the terms of a collective bargaining agreement between employee representatives and a UTC Company (a "Represented Employee") unless such employee representatives and the UTC Company agree that the Represented Employees in such unit shall be eligible to participate in the Plan.

Investment Fund means a hypothetical fund that tracks the value of an investment option offered under the Qualified Savings Plan or the UTC Deferred Compensation Plan. Investment Funds offered under the SRP may be changed from time to time by the Committee and shall be valued in the manner set forth in Section 6.4. Available investments are described at https://www.newportgroup.com. The value of Participants' Accounts shall be adjusted to replicate the performance of the applicable Investment Funds. Amounts credited to any Investment Fund do not result in the investment in actual assets corresponding to the Investment Fund.

IRS Compensation Limit means the limitation imposed by Section 401(a)(17) of the Internal Revenue Code of 1986, as amended.

Participant means an eligible Employee who is a participant in the Qualified Savings Plan, whose annual Pensionable Earnings are in excess of the limit of IRC Section 401(a)(17) or whose Corporation matching contribution is otherwise limited by the Code, and who elects to defer Eligible Compensation under the Plan.

Participant Contribution Account means a Plan Account maintained on behalf of a Participant who defers Eligible Compensation under this Plan.

Pensionable Earnings means the total compensation paid with respect to a Plan Year by a UTC Company to a Participant for services rendered to a UTC Company, before any Tax-Deferred Contribution Election or any election under Section 125 of the Code, including performance related awards, but excluding: other awards; foreign service premiums and allowances; long-term incentive compensation; stock option benefits; reimbursements or other payments related to relocation expenses; contributions to employee benefit plans including reimbursements or payments in lieu thereof, amounts credited to a Participant under a non-qualified deferred compensation plan; severance pay; and pay in lieu of vacation.

Performance-based Compensation means performance-based compensation as defined in Treas. Reg. §1.409A-1(e)).

Plan means the United Technologies Corporation Savings Restoration Plan, as amended from time to time.

Plan Accounts means the Participant Contribution Account and the UTC Contribution Account maintained on behalf of a Participant.

Plan Year means the calendar year.

Separation from Service means a Participant's termination of employment with all UTC Companies, other than by reason of death. A Separation from Service will be deemed to occur where the Participant and the UTC Company that employs the Participant reasonably anticipate that the bona fide level of services the Participant will perform (whether as an employee or as an independent contractor) for UTC Companies will be permanently reduced to a level that is less than thirty-seven and a half percent (37.5%) of the average level of bona fide services the Participant performed during the immediately preceding 36 months (or the entire period the Participant has provided services if the Participant has been providing services to the UTC Companies for less than 36 months). A Participant shall not be considered to have had a Separation from Service as a result of a transfer from one UTC Company to another UTC Company.

Specified Employee means each of the fifty (50) highest-paid officers and other executives of the Corporation and its Subsidiaries, effective annually as of April 1st, based on wages subject to federal income tax withholding, and amounts that are excluded from taxable income by the employee's election to make pre-tax contributions under a cafeteria plan, section 401(k) plan, or similar plan, determined for the preceding calendar year as provided in Treas. Reg. § 1.415(c)-2(d)(3). The term includes both U.S. and non-U.S. employees, and the compensation used to determine whether an employee is among the fifty (50) highest-paid officers and other executives shall be determined by treating non-U.S. compensation as if it had been earned in the U.S. by a U.S. citizen.

UTC Common Stock means the common stock of United Technologies Corporation.

UTC Company means United Technologies Corporation or any entity controlled by or under common control with United Technologies Corporation within the meaning of Section 414(b) or (c) of the Code (but substituting "at least 20 percent" for "at least 80 percent" as the control threshold used in applying Sections 414(b) and (c)).

UTC Contribution means the amount credited to a Participant's UTC Contribution Account in accordance with the formula set forth in Article V.

UTC Contribution Account means a Plan Account maintained on behalf of a Participant for the purpose of crediting UTC Contributions.

ARTICLE III - ELIGIBILITY AND PARTICIPATION

Section 3.1 - Eligibility

(a) Eligibility to Make Employee Contributions. Employees who are participants in the Qualified Savings Plan shall be eligible to participate in the SRP if and to the extent such Employee's annual Pensionable Earnings are in excess of the limit of IRC Section 401(a)(17).

(b) Eligibility for UTC Contributions. An Employee who is eligible to participate in the SRP and has completed one year of "Continuous Service" (as defined in the UTC Employee Retirement Plan as in effect on January 1, 2008) shall be eligible to receive UTC Contributions in accordance with Article V of the Plan.

Section 3.2 - Participation

With respect to any calendar year for which the Committee offers the opportunity to defer Eligible Compensation, each eligible Participant may elect to participate in the Plan by timely filing with the Committee an Election Form, properly completed in accordance with Section 4.1. Participation in the Plan is entirely voluntary.

ARTICLE IV - PARTICIPANT ELECTIONS AND DESIGNATIONS

Section 4.1 - Election

An eligible Participant may, on or before the election deadline established by the Committee, make an electronic or written election on the Election Form provided by the Committee to defer Eligible Compensation for the immediately following calendar year.

Section 4.2 - Election Amount

An eligible Participant must designate in the Election Form the percentage of Eligible Compensation that will be deferred under the Plan, in a whole percentage between one and six percent.

Section 4.3 - Election Date

To defer Eligible Compensation under the Plan, an electronic or written Election Form must be completed and submitted to the Committee no later than the December 31 immediately preceding the calendar year to which the election applies, or such earlier date as the Committee may specify. To the extent an election is made to defer Eligible Compensation that includes an incentive compensation payment that qualifies as Performance-based Compensation as defined in Treas. Reg. §1.409A-1(e)), with respect to services to be performed in the current calendar year and otherwise payable in the immediately following calendar year, such election must be submitted to the Committee no later than the June 30 of the current calendar year, or such earlier date as the Committee may specify. In all other cases, the deferral election must be submitted by December 31 preceding the calendar year in which the Eligible Compensation is earned or such earlier date as the Committee may specify.

A deferral election shall be effective only if the individual making the election is still an eligible Participant at the election deadline. Except as provided below in Section 4.6 (Change in Election), the choices reflected on the Participant's Election Form shall be irrevocable on the election deadline. An eligible Employee must timely submit an election by the election deadline to be eligible to participate in the Plan. Once an election is made to defer Eligible Compensation, the election will be deemed an evergreen election and will be applied to future Plan years, unless the election is revised or cancelled during a subsequent annual enrollment period.

Section 4.4 - Distribution Election

At the time the Participant first elects to defer Eligible Compensation under this Plan, the Participant must at that time elect the method of distribution of the Participant's Plan Accounts. Distribution options include a lump sum or two to fifteen annual installments. If no distribution election is made with respect to a Participant's Plan Accounts, the distribution will be in a lump sum.

Section 4.5 - Investment Fund Allocations

When completing the Election Form, the Participant must allocate the amount to be deferred, in whole percentages, among the available Investment Funds. To the extent that the Participant fails to make an effective allocation among the available Investment Funds, the deferral shall be allocated entirely to the Income Fund. Participants may change the asset allocation of their existing Participant Contribution Account balance or future deferrals as permitted by the Committee. The Committee currently allows for daily reallocation. Allocation requests submitted after 4 p.m. EST or during a weekend or holiday, become effective the following business day.

Section 4.6 - Change in Election

A Participant may make an irrevocable election to change the form of distribution for the Plan Accounts. A change to the form of distribution must meet all of the following requirements:

(a) The new election must be made at least twelve months prior to the date on which payments will commence under the current election and/or date of termination following attainment of age 50 (and the new election shall be ineffective if the payment commencement date under the current election occurs within twelve months after the date of the new election);

(b) The new election will not take effect until at least twelve months after the date when the new election is submitted in a manner acceptable to the Committee; and

(c) The new payment commencement date must be five years later than the date on which payments would commence under the current election.

A maximum of three change elections are allowed under the Plan.

Section 4.7 - [Removed]

Section 4.8 - Designation of Beneficiary

Each Participant shall designate a Beneficiary for his or her Plan Account on an electronic or written form provided by the Committee. A Participant may change such designation on an electronic or written form acceptable to the Committee and will be effective on the date received by the Committee. Designations received after the date of the Participant's death will not be effective. In the event that no Beneficiary designation is filed with the Committee before the Participant's death, or if the Beneficiary (and any contingent Beneficiary) does not survive the Participant, the value of all Plan Accounts hereunder will be paid to the estate of the Participant. If a Participant designates the Participant's spouse as the Participant's Beneficiary, that designation shall not be revoked or otherwise altered or affected by any: (a) change in the marital status of the Participant; (b) agreement between the Participant and such spouse; or (c) judicial decree (such as a divorce decree) affecting any rights that the Participant and such spouse might have as a result of their marriage, separation, or divorce; it being the intent of the Plan that any change in the designation of a Beneficiary hereunder may be made by the Participant only in accordance with the procedures set forth in this Section 4.8. In the event of the death of a Participant, distributions shall be made in accordance with Section 7.6.

ARTICLE V - UTC CONTRIBUTIONS

Section 5.1 - Contribution Amount

The Corporation will credit a sixty percent (60%) matching contribution to the Plan on up to six percent (6%) of each Participant's Eligible Compensation deferred under the Plan.

Section 5.2 - Eligibility for Contribution

No Participant shall receive an allocation of UTC Contributions until such Participant has met the participation requirements of Section 3.1(b) of the Plan.

Section 5.3 - Form of Contribution

Except as provided in Section 5.6, the UTC Contribution shall be provided in the form of hypothetical shares or units of UTC Common Stock. Participants may not exchange amounts credited to their UTC Contribution Account to other investment options. In no event shall the UTC Contribution to any Participant's UTC Contribution Accounts for any calendar year exceed 25% of annual earnings for such calendar year.

Section 5.4 - Timing of Contribution

Allocation of UTC Contributions and Participant deferrals shall generally be made to each Participant's UTC Contribution Account on or immediately following each pay period, but no less frequently than once with respect to each Plan Year. The Corporation may in its sole discretion credit additional amounts to Participants' UTC Contribution Accounts.

Section 5.5 - Vesting of Contributions

A Participant is always 100% vested in his or her deferrals into the Plan and associated earnings. A Participant shall be vested in the value of UTC Contributions credited to his or her Plan Account upon the first to occur of the following: participation in the Plan for two years; completion of three years of "Continuous Service" (as defined in the UTC Employee Retirement Plan as in effect on January 1, 2008), attainment of age 65, the death or disability of the Participant while employed by a UTC Company, the layoff of a Participant from a UTC Company due to lack of work, or the Participant's entrance into the military service before completing two years of Plan participation. For purposes of this Section 5.5, a Participant's date of disability shall be the first day of the fifth month (or such other month as may from time to time be applicable under the federal Social Security Act) prior to the month for which a Participant first receives a disability benefit under the Social Security Act.

Section 5.6 - Benefit Restoration Contribution

At the end of each Plan Year, the Committee will determine whether a Participant is eligible to receive a Benefit Restoration Contribution, and will credit any applicable Benefit Restoration Contribution to the affected Participant's account under the DCP in the same manner as provided for Benefit Restoration Contributions with respect to the Qualified Savings Plan under the terms of the DCP.

<u>ARTICLE VI - PLAN ACCOUNTS</u>

Section 6.1 - Accounts

A Participant Contribution Account and a UTC Contribution Account will be established for each Participant.

(a) Participant Contribution Accounts. Participant Contribution Accounts shall be allocated or reallocated among Investment Funds in accordance with the Plan terms and each Participant's instructions in the manner set forth in Section 4.5. Participant Contribution Accounts shall be credited with hypothetical investment fund shares or units on the applicable pay date on which Eligible Compensation would otherwise have been paid. Participant Contribution Accounts will be credited daily with investment earnings and losses, including dividends and capital gains, where applicable, in accordance with the Plan terms and a Participant's investment elections.

(b) UTC Contribution Accounts. UTC Contribution Accounts shall be credited with hypothetical shares or units of UTC Common Stock ("UTC Deferred Stock Units"), in the manner set forth in Article V. UTC Deferred Stock Units may not be exchanged for any other Investment Funds. UTC Contribution Accounts will be credited daily with investment earnings and losses, including dividends, associated with UTC Common Stock.

Section 6.2 - [Removed]

Section 6.3 - Valuation of UTC Stock Unit Fund

Deferred compensation allocated to the UTC Stock Unit Fund will be converted to UTC Deferred Stock Units, including fractional Stock Units. A UTC Deferred Stock Unit is equal to the closing price of one share of UTC Common Stock as reported on the composite tape of the New York Stock Exchange. The number of UTC Deferred Stock Units will be calculated by dividing the amount of Eligible Compensation deferred by the closing price of UTC Common Stock on the date when the deferred amount is credited to the Participant's UTC Stock Unit Fund. UTC Deferred Stock Units will be credited with dividend equivalent payments equal to the Corporation's declared dividend on UTC Common Stock (if any). Such dividend equivalent payments will be converted to additional UTC Deferred Stock Units and fractional units using the closing price of UTC Common Stock as of the date such dividends are credited to the Participant's UTC Stock Unit Fund.

Section 6.4 - Valuation of Investment Funds

Deferred compensation allocated to Investment Funds will be converted to the applicable Investment Fund units based on the closing share price of that Investment Fund as of date the deferred amount is credited to the Participant's applicable Investment Fund. The value of the units of an Investment Fund will fluctuate on each business day based on the performance of the applicable Investment Fund.

Section 6.5 - Allocation to Accounts

During the year of deferral, deferred amounts will be allocated to the Participant's Participant Contribution Account and Investment Funds as of the date the deferred amounts would otherwise have been paid to the Participant.

Section 6.6 - Reports to Participants

The Committee will provide or make available detailed information to Participants regarding the credited value of Plan Accounts, distribution elections, Beneficiary designations, and Investment Fund allocations. Such information may be provided via electronic media as determined by the Committee.

ARTICLE VII - DISTRIBUTION OF ACCOUNTS

Section 7.1 - Timing of Plan Distributions

Except as provided in Section 4.6 (concerning the five-year delay following a Change in Election), Section 7.4 (concerning Separation from Service before Attaining Age Fifty), and Section 7.5 (concerning distributions to Specified Employees), the value of a Participant's Plan Accounts will be distributed (or begin to be distributed) to the Participant in April of the calendar year following the calendar year of the Participant's Separation from Service.

Section 7.2 - Method of Distribution

Except as provided in Section 7.4 (concerning Separation from Service before Attaining Age Fifty), Plan Accounts will be distributed to the Participant in a single lump-sum payment, or in a series of annual installment payments, in accordance with the Participant's election on file. Annual installment distributions shall be payable to the Participant beginning as of the payment commencement date and continuing as of each anniversary of the payment commencement date thereafter until all installments have been paid. To determine the amount of each installment, the value of the Participant's Plan Accounts on the payment date will be multiplied by a fraction, the numerator of which is one and the denominator of which is the remaining number of scheduled installments.

Regardless of the distribution option elected, if the aggregate value of a Participant's Plan Accounts, determined as of the payment commencement date, is less than the stated IRS Section 402g limit, the Committee will distribute the Participant's entire Plan Account balance in a lump sum on the payment commencement date.

Section 7.3 - Form of Distribution

Participant Contribution Account distributions will be made in cash and UTC Contribution Account distributions will be made in UTC Common Stock.

Section 7.4 - Separation from Service before Attaining Age Fifty

If a Participant's Separation from Service occurs before the Participant attains age fifty (50), the full value of the Participant's Plan Accounts will be distributed to the Participant in a lump-sum payment in April of the calendar year following the calendar year of the Participant's Separation from Service (or, if the Participant is a Specified Employee at the time of his or her Separation from Service, on the date provided in Section 7.5, below, if later) regardless of the distribution option elected and regardless of any change in the distribution election.

Section 7.5 - Separation from Service of Specified Employees

Distributions to Specified Employees will not be made or commence earlier than the first day of the seventh month following the date of Separation from Service. All Plan Accounts shall continue to accrue hypothetical investment gains and losses as provided in Article VI until the distribution date.

Section 7.6 - Distribution in the Event of Death

In the event of the death of a Participant before the Participant's Plan Account has been fully distributed, the full remaining value of the Participant's Plan Accounts will be distributed to the designated Beneficiary or the Participant's estate in a lump sum on the first business day of the third month following the Participant's death. Upon notification of death, pending distribution, the value of the Participant Contribution Account will be allocated to the Income Fund.

Section 7.7 - Accelerated Distribution in the Case of an Unforeseeable Emergency

(a) Unforeseeable Emergency. The Committee may, upon a Participant's written application, agree to an accelerated distribution of some or all of the value of a Participant's Plan Accounts upon the occurrence of an unforeseeable emergency. An "unforeseeable emergency" is a severe financial hardship to the Participant resulting from (1) an illness or accident of the Participant, the Participant's spouse, the Participant's Beneficiary, or the Participant's dependent (as defined in IRC Section 152, without regard to Section 152(b)(1), (b)(2), and (d)(1)(B)); (2) loss of the Participant's property due to casualty; or (3) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. Whether a Participant is faced with an unforeseeable emergency permitting a distribution is to be determined based on the relevant facts and circumstances of each case. Acceleration will not be granted if the emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets (to the extent the liquidation of such assets would not cause severe financial hardship), or by cessation of deferrals under the Plan.

(b) Amount of Distribution Permitted Upon an Unforeseeable Emergency. Distributions on account of an unforeseeable emergency, as defined in Section 7.7(a), shall be limited to the amount reasonably necessary to satisfy the emergency need. Such amount may include amounts necessary to pay any Federal, state, local, or foreign income taxes or penalties reasonably anticipated to result from the distribution.

(c) The Committee will determine from which Investment Funds hardship distributions will be made. Any Participant who is an officer or director of the Corporation within the meaning of Section 16 of the Securities Exchange Act of 1934 is not eligible for distributions on account of unforeseeable emergency.

Section 7.8 - Disability

In the event of the Disability of a Participant that qualifies as a "Separation from Service" for purposes of Section 409A of the Code, the Participant's Plan Accounts will be distributed in accordance with the Participant's elections on file.

Section 7.9 - Administrative Adjustments in Payment Date

A payment is treated as being made on the date when it is due under the Plan if the payment is made on the due date specified by the Plan, or on a later date that is either (a) in the same calendar year (for a payment whose specified due date is on or before September 30), or (b) by the 15th day of the third calendar month following the date specified by the Plan (for a payment whose specified due date is on or after October 1). A payment also is treated as being made on the date when it is due under the Plan if the payment is made not more than 30 days before the due date specified by the Plan. In no event will a payment to a Specified Employee be made or commence earlier than the first day of the seventh month following the date of Separation from Service. A Participant may not, directly or indirectly, designate the taxable year of a payment made in reliance on the administrative rules in this Section 7.9.

ARTICLE VIII - AMENDMENT AND TERMINATION OF PLAN

Section 8.1 - Amendment

The Corporation may, at any time, amend the Plan in whole or in part, provided that no amendment may decrease the value of any Plan Accounts as of the date of such amendment. In the event of any change in law or regulation relating to the Plan and the tax treatment of Plan Accounts, the Plan shall, without further action by the Committee, be deemed to be amended to comply with any such change in law or regulation effective as of the first date necessary to prevent the taxation, constructive receipt or deemed distribution of Plan Accounts prior to the date Plan Accounts would be distributed under the provisions of Article VII.

Section 8.2 - Plan Suspension and Termination

(a) The Corporation’s Pension Administration Committee, may, at any time, suspend or terminate the Plan with respect to new or existing Election Forms if, in its sole judgment, the continuance of the Plan, the tax, accounting, or other effects thereof, or potential payments thereunder would not be in the best interest of the Corporation or for any other reason.

(b) In the event of the suspension of the Plan, no additional deferrals or UTC Contributions shall be made under the Plan. All previous deferrals and UTC Contributions shall accumulate and be distributed in accordance with the otherwise applicable provisions of the Plan and the applicable elections on file.

(c) Upon the termination of the Plan with respect to all Participants, and the termination of all arrangements sponsored by the Corporation or its affiliates that would be aggregated with the Plan under Section 409A of the Code (“Section 409A”), the Corporation shall have the right, in its sole discretion, and notwithstanding any elections made by the Participant, to pay the Participant’s Plan Accounts in a lump sum, to the extent permitted under Section 409A. All payments that may be made pursuant to this

Section 8.2(c) shall be made no earlier than the thirteenth month and no later than the twenty-fourth month after the termination of the Plan. The Corporation may not accelerate payments pursuant to this Section 8.2(c) if the termination of the Plan is proximate to a downturn in the Corporation's financial health within the meaning of Treas. Reg. section 1.409A-3(j)(4)(ix)(C)(1). If the Corporation exercises its discretion to accelerate payments under this Section 8.2(c), it shall not adopt any new arrangement that would have been aggregated with the Plan under Section 409A within three years following the date of the Plan's termination.

Section 8.3 - No Consent Required

The consent of any Participant, Beneficiary, or other person shall not be required with respect to any amendment, suspension, or termination of the Plan.

ARTICLE IX - GENERAL PROVISIONS

Section 9.1 - Unsecured General Creditor

The Corporation's obligations under the Plan constitute an unfunded and unsecured promise to pay money or deliver shares in the future. Participants' and Beneficiaries' rights under the Plan are solely those of a general unsecured creditor of the Corporation. No assets will be placed in trust, set aside or otherwise segregated to fund or offset liabilities in respect of the Plan or Participants' Plan Accounts.

Section 9.2 - Nonassignability

No Participant or Beneficiary or any other person shall have the right to sell, assign, transfer, pledge, or otherwise encumber any interest in the Plan. All Plan Accounts and the rights to all payments are unassignable and non-transferable. Plan Accounts or payment hereunder, prior to actual payment, will not be subject to attachment or seizure for the payment of any debts, judgments or other obligations. Plan Accounts or other Plan benefit will not be transferred by operation of law in the event of a Participant's or any Beneficiary's bankruptcy or insolvency.

Section 9.3 - No Contract of Employment

Participation in the Plan shall not be construed to constitute a direct or indirect contract of employment between any UTC Company and any Participant. Participants and Beneficiaries will have no rights against any UTC Company resulting from participation in the Plan other than as specifically provided herein. Nothing in the Plan shall be deemed to give a Participant the right to be retained in the service of any UTC Company for any length of time or to interfere with the right of any UTC Company to terminate a Participant's employment prior to the end of any Deferral Period.

Section 9.4 - Governing Law

The provisions of the Plan will be construed and interpreted according to the laws of the State of Connecticut, to the extent not preempted by federal law.

Section 9.5 - Validity

If any provision of the Plan is held to be illegal or invalid for any reason, the remaining provisions of the Plan will be construed and enforced as if such illegal and invalid provision had never been inserted herein.

Section 9.6 - Notice

Any notice or filing required or permitted to be given to the Committee under the Plan shall be sufficient if sent by first-class mail, to the United Technologies Corporation Deferred Compensation Committee, 4 Farm Springs Road, Farmington, CT 06032, Attn: Deferred Compensation Committee, MS 4FS-2. Any notice or filing required or permitted to be given to any Participant or Beneficiary under the Plan shall be sufficient if provided either electronically, hand-delivered, or mailed to the address (or email address, as the case may be) of the Participant or Beneficiary then listed on the records of the Corporation. Any such notice will be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark or email system.

Section 9.7 - Successors

The provisions of the Plan shall bind and inure to the benefit of the Corporation and its successors and assigns. The term successors as used herein shall include any corporate or other business entity, which by merger, consolidation, purchase or otherwise acquires all or substantially all of the business and assets of the Corporation, and successors of any such corporation or other business entity.

Section 9.8 - Incompetence

If the Committee determines, upon evidence satisfactory to the Committee, that any Participant or Beneficiary to whom a benefit is payable under the Plan is unable to care for his or her affairs because of illness or accident, any payment due (unless prior claim therefore shall have been made by a duly authorized guardian or other legal representative) may be paid, upon appropriate indemnification of the Committee and the Corporation, to the spouse of the Participant or other person deemed by the Committee to have incurred expenses for the benefit of and on behalf of such Participant or Beneficiary. Any such payment from a Participant's Plan Accounts shall be a complete discharge of any liability under the Plan with respect to the amount so paid.

Section 9.9 - Section 409A Compliance

To the extent that rights or payments under this Plan are subject to Section 409A of the Internal Revenue Code, the Plan shall be construed and administered in compliance with the conditions of Section 409A and regulations and other guidance issued pursuant to Section 409A for deferral of income taxation until the time the compensation is paid. Any distribution election that would not comply with Section 409A of the Code shall not be effective for purposes of this Plan. To the extent that a provision of this Plan does not comply with Section 409A of the Code, such provision shall be void and without effect. The Corporation does not warrant that the Plan will comply with Section 409A of the Code with respect to any Participant or with respect to any payment. In no event shall any UTC Company; any director, officer, or employee of a UTC Company (other than the Participant); or any member of the Committee be liable for any additional tax, interest, or penalty incurred by a Participant or Beneficiary as a result of the Plan's failure to satisfy the requirements of Section 409A of the Code, or as a result of the Plan's failure to satisfy any other requirements of applicable tax laws.

Section 9.10 - Withholding Taxes

The Committee may make any appropriate arrangements to deduct from all deferrals, Contributions, vested Plan Accounts, and distributions under the Plan, any taxes that the Committee reasonably determines to be required by law to be withheld from such credits and payments.

ARTICLE X - ADMINISTRATION AND CLAIMS

Section 10.1 - Plan Administration

The Committee shall be solely responsible for the administration and operation of the Plan. The Committee shall have full and exclusive authority and discretion to interpret the provisions of the Plan and to establish such administrative procedures as it deems necessary and appropriate to carry out the purposes of the Plan.

Any person claiming a benefit, requesting an interpretation or ruling under the Plan, or requesting information under the Plan shall present the request in writing to the Committee at United Technologies Corporation, 4 Farm Springs Road, Farmington, CT 06032, Attn: Deferred Compensation Committee. The Committee shall respond in writing as soon as practicable.

Section 10.2 - Claim Procedures

A Participant or Beneficiary who believes that he or she has been denied a benefit to which he or she is entitled under the Plan (referred to in this Section 10.2 as a "Claimant") may file a written request with the Committee setting forth the claim. The Committee shall consider and resolve the claim as set forth below.

(a) Upon receipt of a claim, the Committee shall advise the Claimant that a response will be forthcoming within 90 days. The Committee may, however, extend the response period for up to an additional 90 days for reasonable cause, and shall notify the Claimant of the reason for the extension and the expected response date. The Committee shall respond to the claim within the specified period.

(b) If the claim is denied in whole or part, the Committee shall provide the Claimant with a written decision, using language calculated to be understood by the Claimant, setting forth (1) the specific reason or reasons for such denial; (2) the specific reference to relevant provisions of this Plan on which such denial is based; (3) a description of any additional material or information necessary for the Claimant to perfect his or her claim and an explanation why such material or such information is necessary; (4) appropriate information as to the steps to be taken if the Claimant wishes to submit the claim for review; (5) the time limits for requesting a review of the claim; and (6) the Claimant's right to bring an action for benefits under Section 502(a) of ERISA.

(c) Within 60 days after the Claimant's receipt of the written decision denying the claim in whole or in part, the Claimant may request in writing that the Committee review the determination. The Claimant or his or her duly authorized representative may, but need not, review the relevant documents and submit issues and comment in writing for consideration by the Committee. If the Claimant does not request a review of the initial determination within such 60-day period, the Claimant shall be barred from challenging the determination.

(d) Within 60 days after the Committee receives a request for review, it will review the initial determination. If special circumstances require that the 60-day time period be extended, the Committee will so notify the Claimant and will render the decision as soon as possible, but no later than 120 days after receipt of the request for review.

(e) All decisions on review shall be final and binding with respect to all concerned parties. The decision on review shall set forth, in a manner calculated to be understood by the Claimant, (1) the specific reasons for the decision, including references to the relevant Plan provisions upon which the decision is based; (2) the Claimant's right to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information, relevant to his or her benefits; and (3) the Claimant's right to bring an action for benefits under Section 502(a) of ERISA.

CERTAIN REGULATORY MATTERS

The Plan is subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Because the Plan is an unfunded plan maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees, the

Plan is exempt from most of ERISA's requirements. Although the Plan is subject to Part 1 (Reporting and Disclosure) and Part 5 (Administration and Enforcement) of Title I, Subtitle B of ERISA, the Department of Labor has issued a regulation that exempts the Plan from most of ERISA's reporting and disclosure requirements.

TO WHOM SHOULD QUESTIONS CONCERNING THE PLAN BE DIRECTED?

All questions concerning the operation of the Plan (including information concerning the administrators of the Plan) should be directed to:

United Technologies Corporation
4 Farm Springs Road, MS 4FS-2
Farmington, CT 06032
Attn: Deferred Compensation Committee
Telephone: 860-728-7000

UNITED TECHNOLOGIES CORPORATION

By: /s/ Jeffrey W. Kridler

Dated: July 16, 2018

Attest: /s/ Richard M. Kaplan
Vice President, Associate General Counsel

Exhibit 12

UNITED TECHNOLOGIES CORPORATION
AND SUBSIDIARIES

STATEMENT RE: COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES

(Dollars in millions)	Six Months Ended June 30, 2018	2017
Fixed Charges:		
Interest expense [1]	$ 514	$ 487
Interest capitalized	15	16
One-third of rents [2]	72	67
Total fixed charges	$ 601	$ 570
Earnings:		
Income from continuing operations before income taxes	$ 4,724	$ 4,118
Fixed charges per above	601	570
Less: capitalized interest	(15)	(16)
	586	554
Amortization of interest capitalized	5	5
Total earnings	$ 5,315	$ 4,677
Ratio of earnings to fixed charges	8.84	8.21

[1] Pursuant to the guidance in the Income Taxes Topic of the Financial Accounting Standards Board Accounting Standards Codification, interest related to unrecognized tax benefits recorded was approximately $9 million and $7 million for the six months ended June 30, 2018 and 2017, respectively. The ratio of earnings to fixed charges would have been 8.98 and 8.31 for the six months ended June 30, 2018 and 2017, respectively, if such interest were excluded from the calculation.

[2] Reasonable approximation of the interest factor.

Exhibit 15

July 27, 2018

Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549

Commissioners:

We are aware that our report dated July 27, 2018 on our review of interim financial information of United Technologies Corporation, which appears in this Quarterly Report on Form 10-Q, is incorporated by reference in the Registration Statements on Form S-3 (No. 333-211035) and S-8 (Nos. 333-225839, 333-207193, 333-197704, 333-183123, 333-177517, 333-175781, 333-150643, 333-125293, 333-110020, 333-100724, 333-100723, 333-100718 and 033-51385) of United Technologies Corporation.

Very truly yours,

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP

Hartford, Connecticut

Exhibit 31.1

CERTIFICATION

I, Gregory J. Hayes, certify that:

1. I have reviewed this quarterly report on Form 10-Q of United Technologies Corporation;

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

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

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 27, 2018

/s/ GREGORY J. HAYES

Gregory J. Hayes

Chairman, President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Akhil Johri, certify that:

1. I have reviewed this quarterly report on Form 10-Q of United Technologies Corporation;

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

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

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 27, 2018

/s/ AKHIL JOHRI

Akhil Johri

Executive Vice President & Chief Financial Officer

Exhibit 31.3

CERTIFICATION

I, Robert J. Bailey, certify that:

1. I have reviewed this quarterly report on Form 10-Q of United Technologies Corporation;

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

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

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 27, 2018

/s/ ROBERT J. BAILEY

Robert J. Bailey

Corporate Vice President, Controller

Exhibit 32

Section 1350 Certifications
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), each of the undersigned officers of United Technologies Corporation, a Delaware corporation (the "Corporation"), does hereby certify that:

The Quarterly Report on Form 10-Q for the quarter ended June 30, 2018 (the "Form 10-Q") of the Corporation fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 and information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Corporation.

Date:	July 27, 2018	/s/ GREGORY J. HAYES
		Gregory J. Hayes
		Chairman, President and Chief Executive Officer
Date:	July 27, 2018	/s/ AKHIL JOHRI
		Akhil Johri
		Executive Vice President & Chief Financial Officer
Date:	July 27, 2018	/s/ ROBERT J. BAILEY
		Robert J. Bailey
		Corporate Vice President, Controller