UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, DC 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 December 29, 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: 333-124824

RBC Bearings Incorporated

(Exact name of registrant as specified in its charter)

Delaware	95-4372080
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
One Tribology Center Oxford, CT	06478
(Address of principal executive offices)	(Zip Code)

(203) 267-7001
(Registrant’s telephone number, including area code)

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

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a 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 ☒

As of February 1, 2019, RBC Bearings Incorporated had 24,815,830 shares of Common Stock outstanding.

TABLE OF CONTENTS

Part I -	FINANCIAL INFORMATION	3
ITEM 1.	Consolidated Financial Statements	3
ITEM 2.	Management’s Discussion and Analysis of Financial Condition and Results of Operations	25
ITEM 3.	Quantitative and Qualitative Disclosures About Market Risk	40
ITEM 4.	Controls and Procedures	41
	Changes in Internal Control over Financial Reporting	41
Part II -	OTHER INFORMATION	41
ITEM 1.	Legal Proceedings	41
ITEM 1A.	Risk Factors	41
ITEM 2.	Unregistered Sales of Equity Securities and Use of Proceeds	41
ITEM 3.	Defaults Upon Senior Securities	42
ITEM 4.	Mine Safety Disclosures	42
ITEM 5.	Other Information	42
ITEM 6.	Exhibits	43

PART I. FINANCIAL INFORMATION

ITEM 1. Financial Statements

RBC Bearings Incorporated
Consolidated Balance Sheets
(dollars in thousands, except share and per share data)

	December 29, 2018	March 31, 2018
	(Unaudited)	
ASSETS		
Current assets:		
Cash and cash equivalents	$ 81,697	$ 54,163
Accounts receivable, net of allowance for doubtful accounts of $1,695 at December 29, 2018 and $1,326 at March 31, 2018	116,673	116,890
Inventory	329,496	306,124
Prepaid expenses and other current assets	10,424	6,473
Total current assets	538,290	483,650
Property, plant and equipment, net	202,080	192,513
Goodwill	261,431	268,124
Intangible assets, net of accumulated amortization of $43,765 at December 29, 2018 and $38,880 at March 31, 2018	157,681	183,764
Other assets	15,443	14,700
Total assets	$ 1,174,925	$ 1,142,751
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 43,449	$ 45,188
Accrued expenses and other current liabilities	39,681	40,777
Current portion of long-term debt	473	19,238
Total current liabilities	83,603	105,203
Deferred income taxes	10,865	11,749
Long-term debt, less current portion	114,078	154,117
Other non-current liabilities	34,711	37,130
Total liabilities	243,257	308,199
Stockholders' equity:		
Preferred stock, $.01 par value; authorized shares: 10,000,000 at December 29, 2018 and March 31, 2018; none issued or outstanding	—	—
Common stock, $.01 par value; authorized shares: 60,000,000 at December 29, 2018 and March 31, 2018; issued shares: 25,566,831 at December 29, 2018 and 25,123,694 at March 31, 2018; outstanding shares: 24,484,497 at December 29, 2018 and 24,105,029 at March 31, 2018	256	251
Additional paid-in capital	371,667	339,148
Accumulated other comprehensive loss	(6,461)	(2,285)
Retained earnings	610,457	536,978
Treasury stock, at cost, 748,985 shares at December 29, 2018 and 713,687 shares at March 31, 2018	(44,251)	(39,540)
Total stockholders' equity	931,668	834,552
Total liabilities and stockholders' equity	$ 1,174,925	$ 1,142,751

See accompanying notes.

RBC Bearings Incorporated
Consolidated Statements of Operations
(dollars in thousands, except share and per share data)
(Unaudited)

	Three Months Ended		Nine Months Ended	
	December 29, 2018	**December 30, 2017**	**December 29, 2018**	**December 30, 2017**
Net sales	$ 171,453	$ 166,858	$ 520,354	$ 495,072
Cost of sales	103,326	102,086	316,669	306,366
Gross margin	68,127	64,772	203,685	188,706
Operating expenses:				
Selling, general and administrative	29,142	28,162	88,043	83,535
Other, net	19,147	3,328	23,922	14,493
Total operating expenses	48,289	31,490	111,965	98,028
Operating income	19,838	33,282	91,720	90,678
Interest expense, net	1,197	1,761	4,354	5,704
Other non-operating expense	(386)	185	984	939
Income before income taxes	19,027	31,336	86,382	84,035
Provision for income taxes	2,849	7,504	12,626	23,571
Net income	$ 16,178	$ 23,832	$ 73,756	$ 60,464
Net income per common share:				
Basic	$ 0.66	$ 0.99	$ 3.03	$ 2.53
Diluted	$ 0.65	$ 0.97	$ 2.99	$ 2.49
Weighted average common shares:				
Basic	24,457,555	23,985,925	24,308,029	23,912,474
Diluted	24,800,647	24,446,115	24,693,015	24,322,165

See accompanying notes.

RBC Bearings Incorporated
Consolidated Statements of Comprehensive Income
(dollars in thousands)
(Unaudited)

	Three Months Ended		Nine Months Ended	
	December 29, 2018	**December 30, 2017**	**December 29, 2018**	**December 30, 2017**
Net income	$ 16,178	$ 23,832	$ 73,756	$ 60,464
Pension and postretirement liability adjustments, net of taxes	194	196	582	588
Foreign currency translation adjustments	(1,137)	470	(4,758)	4,890
Total comprehensive income	$ 15,235	$ 24,498	$ 69,580	$ 65,942

See accompanying notes.

RBC Bearings Incorporated
Consolidated Statements of Stockholders' Equity
(dollars in thousands)
(Unaudited)

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income/(Loss)	Retained Earnings (Accumulated Deficit)	Treasury Stock		Total Stockholders' Equity
	Shares	Amount				Shares	Amount	
Balance at March 31, 2018	25,123,694	$ 251	$ 339,148	$ (2,285)	$ 536,978	(713,687)	$ (39,540)	$ 834,552
Net income	—	—	—	—	27,467	—	—	27,467
Share-based compensation	—	—	3,766	—	—	—	—	3,766
Repurchase of common stock	—	—	—	—	—	(11,865)	(1,491)	(1,491)
Exercise of equity awards	100,142	2	6,416	—	—	—	—	6,418
Change in net prior service cost and actuarial losses, net of taxes of $58	—	—	—	194	—	—	—	194
Issuance of restricted stock	87,345	—	—	—	—	—	—	—
Impact from adoption of ASU 2014-09	—	—	—	—	(277)	—	—	(277)
Currency translation adjustments	—	—	—	(4,061)	—	—	—	(4,061)
Balance at June 30, 2018	25,311,181	253	349,330	(6,152)	564,168	(725,552)	(41,031)	866,568
Net income	—	—	—	—	30,111	—	—	30,111
Share-based compensation	—	—	4,039	—	—	—	—	4,039
Repurchase of common stock	—	—	—	—	—	(15,522)	(2,040)	(2,040)
Exercise of equity awards	192,300	2	12,989	—	—	—	—	12,991
Change in net prior service cost and actuarial losses, net of taxes of $58	—	—	—	194	—	—	—	194
Issuance of restricted stock	6,210	—	—	—	—	—	—	—
Currency translation adjustments	—	—	—	440	—	—	—	440
Balance at September 29, 2018	25,509,691	255	366,358	(5,518)	594,279	(741,074)	(43,071)	912,303
Net income	—	—	—	—	16,178	—	—	16,178
Share-based compensation	—	—	3,904	—	—	—	—	3,904
Other	—	—	154	—	—	—	—	154
Repurchase of common stock	—	—	—	—	—	(7,911)	(1,180)	(1,180)
Exercise of equity awards	16,050	1	1,251	—	—	—	—	1,252
Change in net prior service cost and actuarial losses, net of taxes of $59	—	—	—	194	—	—	—	194
Issuance of restricted stock	41,090	—	—	—	—	—	—	—
Currency translation adjustments	—	—	—	(1,137)	—	—	—	(1,137)
Balance at December 29, 2018	25,566,831	$ 256	$ 371,667	$ (6,461)	$ 610,457	(748,985)	$ (44,251)	$ 931,668

See accompanying notes.

RBC Bearings Incorporated
Consolidated Statements of Stockholders' Equity (continued)
(dollars in thousands)
(Unaudited)

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income/(Loss)	Retained Earnings (Accumulated Deficit)	Treasury Stock		Total Stockholders' Equity
	Shares	Amount				Shares	Amount	
Balance at April 1, 2017	24,757,803	$ 248	$ 312,474	$ (9,823)	$ 448,693	(667,931)	$ (34,548)	$ 717,044
Net income	—	—	—	—	21,809	—	—	21,809
Share-based compensation	—	—	3,228	—	—	—	—	3,228
Repurchase of common stock	—	—	—	—	—	(22,711)	(2,288)	(2,288)
Exercise of equity awards	124,424	1	6,106	—	—	—	—	6,107
Change in net prior service cost and actuarial losses, net of taxes of $114	—	—	—	196	—	—	—	196
Issuance of restricted stock	62,070	—	—	—	—	—	—	—
Impact from adoption of ASU 2016-09	—	—	—	—	1,144	—	—	1,144
Currency translation adjustments	—	—	—	4,445	—	—	—	4,445
Balance at July 1, 2017	24,944,297	249	321,808	(5,182)	471,646	(690,642)	(36,836)	751,685
Net income	—	—	—	—	14,823	—	—	14,823
Share-based compensation	—	—	3,402	—	—	—	—	3,402
Repurchase of common stock	—	—	—	—	—	(10,426)	(1,068)	(1,068)
Exercise of equity awards	5,000	—	307	—	—	—	—	307
Change in net prior service cost and actuarial losses, net of taxes of $114	—	—	—	196	—	—	—	196
Issuance of restricted stock	(785)	—	—	—	—	—	—	—
Currency translation adjustments	—	—	—	(25)	—	—	—	(25)
Balance at September 30, 2017	24,948,512	249	325,517	(5,011)	486,469	(701,068)	(37,904)	769,320
Net income	—	—	—	—	23,832	—	—	23,832
Share-based compensation	—	—	3,267	—	—	—	—	3,267
Repurchase of common stock	—	—	—	—	—	(12,133)	(1,577)	(1,577)
Exercise of equity awards	54,137	1	3,035	—	—	—	—	3,036
Change in net prior service cost and actuarial losses, net of taxes of $114	—	—	—	196	—	—	—	196
Issuance of restricted stock	(1,977)	—	—	—	—	—	—	—
Currency translation adjustments	—	—	—	470	—	—	—	470
Balance at December 30, 2017	25,000,672	$ 250	$ 331,819	$ (4,345)	$ 510,301	(713,201)	$ (39,481)	$ 798,544

See accompanying notes.

RBC Bearings Incorporated
Consolidated Statements of Cash Flows
(dollars in thousands)
(Unaudited)

	Nine Months Ended	
	December 29, 2018	**December 30, 2017**
Cash flows from operating activities:		
Net income	$ 73,756	$ 60,464
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	14,931	14,155
Deferred income taxes	(884)	(321)
Amortization of intangible assets	7,331	7,041
Amortization of deferred financing costs	780	1,068
Consolidation and restructuring charges	16,786	5,577
Loss on extinguishment of debt	987	—
Share-based compensation	11,709	9,897
(Gain)/loss on disposition of assets	(50)	(1)
Changes in operating assets and liabilities, net of acquisitions:		
Accounts receivable	(3,076)	701
Inventory	(31,953)	(12,035)
Prepaid expenses and other current assets	(3,140)	(4,555)
Other non-current assets	(2,368)	(3,308)
Accounts payable	(320)	9,040
Accrued expenses and other current liabilities	(3,142)	(3,340)
Other non-current liabilities	(2,334)	8,113
Net cash provided by operating activities	79,013	92,496
Cash flows from investing activities:		
Purchase of property, plant and equipment	(29,205)	(20,542)
Proceeds from sale of assets	1,904	33
Proceeds from sale of business	22,284	—
Net cash used in investing activities	(5,017)	(20,509)
Cash flows from financing activities:		
Proceeds received from revolving credit facility	149,250	—
Repayments of revolving credit facility	(40,500)	(62,750)
Repayments of term loans	(168,750)	(10,000)
Repayments of notes payable	(354)	(359)
Exercise of stock options	20,661	9,450
Repurchase of common stock	(4,711)	(4,933)
Net cash used in financing activities	(44,404)	(68,592)
Effect of exchange rate changes on cash	(2,058)	1,504
Cash and cash equivalents:		
Increase during the period	27,534	4,899
Cash, at beginning of period	54,163	38,923
Cash, at end of period	$ 81,697	$ 43,822
Supplemental disclosures of cash flow information:		
Cash paid for (received from):		
Income taxes	$ 16,601	$ 20,043
Interest	3,111	4,268

See accompanying notes.

RBC Bearings Incorporated
Notes to Unaudited Interim Consolidated Financial Statements
(dollars in thousands, except share and per share data)

1. Basis of Presentation

The interim consolidated financial statements included herein have been prepared by RBC Bearings Incorporated, a Delaware corporation (collectively with its subsidiaries, the "Company"), without audit, pursuant to the rules and regulations of the Securities and Exchange Commission. The interim financial statements included with this report have been prepared on a consistent basis with the Company's audited financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 2018. We condensed or omitted certain information and footnote disclosures normally included in our annual audited financial statements, which we prepared in accordance with U.S. Generally Accepted Accounting Principles (U.S. GAAP). As used in this report, the terms "we", "us", "our", "RBC" and the "Company" mean RBC Bearings Incorporated and its subsidiaries, unless the context indicates another meaning.

These statements reflect all adjustments, accruals and estimates, consisting only of items of a normal recurring nature, that are, in the opinion of management, necessary for the fair presentation of the consolidated financial condition and consolidated results of operations for the interim periods presented. These financial statements should be read in conjunction with the Company's audited financial statements and notes thereto included in our Annual Report on Form 10-K.

The results of operations for the three-month period ended December 29, 2018 are not necessarily indicative of the operating results for the entire fiscal year ending March 30, 2019. The three-month periods ended December 29, 2018 and December 30, 2017 each contain 13 weeks. The amounts shown are in thousands, unless otherwise indicated.

2. Significant Accounting Policies

The Company's significant accounting policies are detailed in "Note 2 - Summary of Significant Accounting Policies" of our Annual Report on Form 10-K for the year ended March 31, 2018. Significant changes to our accounting policies as a result of adopting new accounting standards are discussed below.

Recent Accounting Standards Adopted

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The Company adopted this standard on April 1, 2018. This new guidance provides a five-step model to determine when and how revenue is recognized, and requires an entity to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services.

A contract with a customer exists when there is commitment and approval from both parties involved, the rights of the parties are identified, payment terms are defined, the contract has commercial substance and collectability of consideration is probable. The Company has determined that the contract with the customer is established when the customer purchase order is accepted or acknowledged. Long-term agreements (LTAs) are used by the Company and certain of its customers to reduce their supply uncertainty for a period of time, typically multiple years. While these LTAs define commercial terms including pricing, termination rights and other contractual requirements, they do not represent the contract with the customer for revenue recognition purposes.

When the Company accepts or acknowledges the customer purchase order, the type of good or service is defined on a line-by-line basis. Individual performance obligations are established by virtue of the individual line items identified on the sales order acknowledgment at the time of issuance. The majority of the Company's revenue relates to the sale of goods and contains a single performance obligation for each distinct good. The remainder of the Company's revenue from customers is generated from services performed. These services include repair and refurbishment work performed on customer-controlled assets as well as design and test work. The performance obligations for these services are also identified on the sales order acknowledgement at the time of issuance on a line-by-line basis.

Transaction price reflects the amount of consideration that the Company expects to be entitled to in exchange for transferred goods or services. A contract's transaction price is allocated to each distinct performance obligation and revenue is recognized as the performance obligation is satisfied. For the majority of our contracts, the Company may provide distinct goods or services, in which case we separate the contract into more than one performance obligation (*i.e.*, a good or service is individually listed in a contract or sold individually to a customer). The Company generally sells products and services with observable standalone selling prices.

The performance obligations for the majority of RBC's product sales are satisfied at the point in time in which the products are shipped, consistent with the pattern of revenue recognition under the previous accounting standard. The Company has determined that the customer obtains control upon shipment of the product based on the shipping terms (either when it ships from RBC's dock or when the product arrives at the customer's dock) and recognizes revenue accordingly. Once a product has shipped, the customer is able to direct the use of, and obtain substantially all of the remaining benefits from, the asset. Approximately 94% of the Company's revenue was recognized in this manner based on sales for the three and nine-month periods ended December 29, 2018, respectively.

The Company has determined performance obligations are satisfied over time for customer contracts where RBC provides services to customers and also for a limited number of product sales. RBC has determined revenue recognition over time is appropriate for our service revenue contracts as they create or enhance an asset that the customer controls throughout the duration of the contract. Approximately 6% of the Company's revenue was recognized in this manner based on sales for the three and nine-month periods ended December 29, 2018, respectively. Revenue recognition over time is appropriate for customer contracts with product sales in which the product sold has no alternative use to RBC without significant economic loss and an enforceable right to payment exists, including a normal profit margin from the customer, in the event of contract termination. These types of contracts comprised less than 1% of total sales for both the three and nine-month periods ended December 29, 2018, respectively. For both of these types of contracts, revenue is recognized over time based on the extent of progress towards completion of the performance obligation. The Company utilizes the cost-to-cost measure of progress for over-time revenue recognition contracts as we believe this measure best depicts the transfer of control to the customer, which occurs as we incur costs on contracts. Revenues, including profits, are recorded proportionally as costs are incurred. Costs to fulfill include labor, materials, subcontractors' costs, and other direct and indirect costs.

Contract costs are the incremental costs of obtaining and fulfilling a contract (*i.e*., costs that would not have been incurred if the contract had not been obtained) to provide goods and services to customers. Contract costs largely consist of design and development costs for molds, dies and other tools that RBC will own and that will be used in producing the products under the supply arrangements. These contract costs are amortized to expense on a systematic and rational basis over a period consistent with the transfer to the customer of the goods or services to which the asset relates. Costs incurred to obtain a contract are primarily related to sales commissions and are expensed as incurred as they are generally not tied to specific customer contracts. These costs are included within selling, general and administrative costs on the consolidated statements of operations.

In certain contracts, the Company facilitates shipping and handling activities after control has transferred to the customer. The Company has elected to record all shipping and handling activities as costs to fulfill a contract. In situations where the shipping and handling costs have not been incurred at the time revenue is recognized, the estimated shipping and handling costs are accrued.

In June 2018, the FASB issued ASU No. 2018-07, *Compensation – Stock Compensation (Topic 718): Improvements to Nonemployee Share-Based Payment Accounting*, as part of its simplification initiative. This update will expand the scope of Topic 718 to include share-based payment transactions for acquiring goods and services from nonemployees. This ASU also clarifies that Topic 718 does not apply to share-based payments used to effectively provide (1) financing to the issuer or (2) awards granted in conjunction with selling goods or services to customers as part of a contract accounted for under Topic 606, *Revenue from Contracts with Customers*. This update is effective for public companies for fiscal years beginning after December 15, 2018, including interim periods within that year. Early adoption is permitted, but no earlier than a company's adoption of Topic 606. The Company has early adopted this ASU in the second quarter of fiscal 2019 and it did not have a material impact on the Company's consolidated financial statements.

In May 2017, the FASB issued ASU No. 2017-09, *Compensation – Stock Compensation (Topic 718): Scope of Modification Accounting*, in an effort to reduce diversity in practice as it relates to applying modification accounting for changes to the terms and conditions of share-based payment awards. This ASU was effective for public companies for financial statements issued for annual periods beginning after December 15, 2017, including interim periods within those annual periods. Early adoption was permitted. The Company adopted this ASU on April 1, 2018 and it did not have a material impact on the Company's consolidated financial statements.

In March 2017, the FASB issued ASU No. 2017-07, *Compensation – Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost*, in an effort to improve the presentation of these costs within the income statement. Prior to this ASU, all components of both net periodic pension cost and net periodic postretirement cost were included within the same line items as other compensation costs arising from services rendered by pertinent employees during the period on the income statement. This ASU requires entities to include only the service cost component within those line items and all other components are to be included within other non-operating expense. In addition, only the service cost component would be eligible for capitalization when applicable (for example, as a cost of internally manufactured inventory or a self-constructed asset). The amendments in this ASU should be applied retrospectively for the presentation of the service cost component and the other components of net periodic pension cost and net periodic postretirement benefit cost in the income statement and prospectively, on and after the effective date, for the capitalization of the service cost component of net periodic pension cost and net periodic postretirement benefit in assets. This ASU was effective for public companies for the financial statements issued for annual periods beginning after December 15, 2017, including interim periods within those annual periods. A practical expedient allows the Company to use the amount disclosed for net periodic benefit costs for the prior comparative periods as the estimation basis for applying the retrospective presentation requirements. The Company retrospectively adopted the ASU on April 1, 2018 and utilized this practical expedient. The adoption of this ASU resulted in the reclassification of $159 of net periodic benefit cost from compensation costs ($107 included within cost of sales and $52 within other, net) to other non-operating expense on the consolidated statement of operations for the three-month period ended December 30, 2017 and $477 of net periodic benefit cost from compensation costs ($321 included within cost of sales and $156 within other, net) to other non-operating expense on the consolidated statement of operations for the nine-month period ended December 30, 2017.

In October 2016, the FASB issued ASU No. 2016-16, *Income Taxes (Topic 740): Intra-Entity Transfers of Assets Other Than Inventory*, in an effort to improve the accounting for the income tax consequences of intra-entity transfers of assets other than inventory. Previous GAAP prohibited the recognition of current and deferred income taxes for an intra-entity asset transfer until the asset has been sold to an outside party. This ASU established the requirement that an entity recognize the income tax consequences of an intra-entity transfer of an asset other than inventory when the transfer occurs. This ASU was effective for public companies for the financial statements issued for annual periods beginning after December 15, 2017 and interim periods within those annual periods. Earlier adoption was permitted as of the beginning of an interim or annual reporting period, with any adjustments reflected as of the beginning of the fiscal year of adoption. The Company adopted this ASU on April 1, 2018 and it did not have a material impact on the Company's consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments*, which addresses eight specific cash flow issues with the objective of reducing the existing diversity in practice. This ASU was effective for public companies for the financial statements issued for annual periods beginning after December 15, 2017 and interim periods within those annual periods. Earlier adoption was permitted as of the beginning of an interim or annual reporting period, with any adjustments reflected as of the beginning of the fiscal year of adoption. The Company adopted this ASU on April 1, 2018 and it did not have a material impact on the Company's consolidated financial statements.

Recent Accounting Standards Yet to Be Adopted

In February 2018, the FASB issued ASU No. 2018-02, *Income Statement – Reporting Comprehensive Income (Topic 220): Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income* which allows companies to reclassify stranded tax effects resulting from the Tax Cuts and Jobs Act of 2017 (TCJA or "the Act") from accumulated other comprehensive income to retained earnings. These stranded tax effects refer to the tax amounts included in accumulated other comprehensive income at the previous 35% U.S. corporate statutory federal tax rate, for which the related deferred tax asset or liability was remeasured to the new 21% U.S. corporate statutory federal tax rate in the period of the TCJA's enactment. The new standard is effective for fiscal years beginning after December 15, 2018, with early adoption permitted, and can be applied either in the period of adoption or retrospectively to each period impacted by the TCJA. The Company is evaluating the effect of adopting this new accounting guidance, but does not expect adoption will have a material impact on the Company's financial position as the adjustment will be between accumulated other comprehensive income and retained earnings, both of which are components of total stockholders' equity.

In January 2017, the FASB issued ASU No. 2017-04, *Intangibles—Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment*. The objective of this standard update is to simplify the subsequent measurement of goodwill, eliminating Step 2 from the goodwill impairment test. Under this ASU, an entity should perform its annual goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount. An entity would recognize an impairment charge for the amount by which the carrying amount exceeds the reporting unit's fair value, assuming the loss recognized does not exceed the total amount of goodwill for the reporting unit. The standard update is effective for fiscal years beginning after December 15, 2019. Early adoption is permitted. The adoption of this ASU is not expected to have a material impact on the Company's consolidated financial statements.

In September 2016, the FASB issued ASU No. 2016-13, *Financial Instruments – Credit Losses (Topic 326), Measurement of Credit Losses on Financial Instruments*, which changes how entities will measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. The new guidance will replace the current incurred loss approach with an expected loss model. The new expected credit loss impairment model will apply to most financial assets measured at amortized cost and certain other instruments, including trade and other receivables, loans, held-to-maturity debt instruments, net investments in leases, loan commitments and standby letters of credit. Upon initial recognition of the exposure, the expected credit loss model requires entities to estimate the credit losses expected over the life of an exposure (or pool of exposures). The estimate of expected credit losses should consider historical information, current information and reasonable and supportable forecasts, including estimates of prepayments. Financial instruments with similar risk characteristics should be grouped together when estimating expected credit losses. ASU 2016-13 does not prescribe a specific method to make the estimate, so its application will require significant judgment. This ASU is effective for public companies in fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. The Company is currently evaluating the effect that the adoption of this ASU will have on the Company's consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. The core principle of this ASU is that an entity should recognize on its balance sheet assets and liabilities arising from a lease. In accordance with that principle, ASU 2016-02 requires that a lessee recognize a liability to make lease payments (the lease liability) and a right-of-use asset representing its right to use the underlying leased asset for the lease term. The recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee will depend on the lease classification as a finance or operating lease. This new accounting guidance is effective for public companies for fiscal years beginning after December 15, 2018 and early adoption is permitted. The Company has formed an implementation team to assess its leases as defined under the new accounting standard and anticipates making certain changes to existing processes, policies and systems during implementation. The Company anticipates the amended guidance will have a material impact on its assets and liabilities due to the addition of right-of-use assets and lease liabilities to the balance sheet; however, it does not expect the amended guidance to have a material impact on its cash flows, results of operations or debt covenant compliance.

Other new pronouncements issued but not effective until after March 30, 2019 are not expected to have a material impact on our financial position, results of operations or liquidity.

3. Revenue from Contracts with Customers

Adoption Method and Impact

The Company adopted ASC 606 using the modified retrospective method and applied the related provisions to all open contracts. The Company recognized the cumulative effect of initially applying the new revenue standard as an adjustment to the opening balance of retained earnings. The comparative information has not been restated and continues to be reported under the accounting standards in effect for those periods. As a result of adoption, the Company recognized a $277 decrease to retained earnings at the beginning of the 2019 fiscal year for the cumulative effect of adoption of this standard, representing the impact to prior results had the over-time revenue recognition model been applied to service contracts. Contract assets of $1,323 and contract liabilities of $754 were recorded, along with an $847 reduction to work-in-process inventory as a result of the ASC 606 adoption using the modified retrospective method.

In addition, as a result of the accounting changes resulting from this new accounting standard, sales, operating income and net income for the three-month period ended December 29, 2018 increased by $1,132, $615 and $523, respectively. For the nine-month period ended December 29, 2018, sales, operating income and net income increased by $2,002, $1,075 and $897, respectively. Basic and diluted net income per common share each increased by $0.02 and $0.04 for the three and nine-month periods ended December 29, 2018, respectively, as revenue from service contracts was accelerated into these periods as a result of the change to an over-time revenue recognition model. On the consolidated balance sheet, work-in-process inventory was $1,404 lower at December 29, 2018 than it would have been under the previous accounting guidance. In addition, prepaids and other current assets, accrued expenses and other current liabilities, and retained earnings increased by $2,449, $313 and $620, respectively. The changes in other current assets and accrued expenses were directly related to the activity within the customer contract assets and liabilities.

Disaggregation of Revenue

The Company operates in four business segments with similar economic characteristics, including nature of the products and production processes, distribution patterns and classes of customers. Revenue is disaggregated within these business segments by our two principal end markets: aerospace and industrial. Comparative information of the Company’s overall revenues for the three and nine-month periods ended December 29, 2018 and December 30, 2017 are as follows:

Principal End Markets:

	Three Months Ended					
	December 29, 2018			December 30, 2017		
	Aerospace	Industrial	Total	Aerospace	Industrial	Total
Plain	$ 58,733	$ 20,573	$ 79,306	$ 51,281	$ 18,483	$ 69,764
Roller	17,763	17,078	34,841	16,884	15,601	32,485
Ball	5,513	11,207	16,720	5,043	11,453	16,496
Engineered Products	23,670	16,916	40,586	31,739	16,374	48,113
	$ 105,679	$ 65,774	$ 171,453	$ 104,947	$ 61,911	$ 166,858

	Nine Months Ended					
	December 29, 2018			December 30, 2017		
	Aerospace	Industrial	Total	Aerospace	Industrial	Total
Plain	$ 172,938	$ 62,373	$ 235,311	$ 160,642	$ 54,167	$ 214,809
Roller	52,805	54,906	107,711	47,974	48,241	96,215
Ball	14,534	38,298	52,832	12,445	36,311	48,756
Engineered Products	76,403	48,097	124,500	89,337	45,955	135,292
	$ 316,680	$ 203,674	$ 520,354	$ 310,398	$ 184,674	$ 495,072

In addition to disaggregating revenue by segment and principal end markets, the Company believes information about the timing of transfer of goods or services, type of customer and distinguishing service revenue from product sales is also relevant. Refer to Note 2 – "Significant Accounting Policies" for further details.

Remaining Performance Obligations

Remaining performance obligations represent the transaction price of orders meeting the definition of a contract in the new revenue standard for which work has not been performed or has been partially performed and excludes unexercised contract options. The duration of the majority of our contracts, as defined by ASC 606, is less than one year. The Company has elected to apply the practical expedient, which allows companies to exclude remaining performance obligations with an original expected duration of one year or less. Performance obligations having a duration of more than one year are concentrated in contracts for certain products and services provided to the U.S. government or its contractors. The aggregate amount of the transaction price allocated to remaining performance obligations for such contracts with a duration of more than one year was approximately $217,562 at December 29, 2018. The Company expects to recognize revenue on approximately 67% and 94% of the remaining performance obligations over the next 12 and 24 months, respectively, with the remainder recognized thereafter.

Contract Balances

The timing of revenue recognition, invoicing and cash collections affect accounts receivable, unbilled receivables (contract assets) and customer advances and deposits (contract liabilities) on the consolidated balance sheets.

Contract Assets (Unbilled Receivables) - Pursuant to the over-time revenue recognition model, revenue may be recognized prior to the customer being invoiced. An unbilled receivable is recorded to reflect revenue that is recognized when (1) the cost-to-cost method is applied and (2) such revenue exceeds the amount invoiced to the customer.

Contract Liabilities (Deferred Revenue) - The Company may receive a customer advance or deposit, or have an unconditional right to receive a customer advance, prior to revenue being recognized. Since the performance obligations related to such advances may not have been satisfied, a contract liability is established. Contract liabilities are included within accrued expenses and other current liabilities or other non-current liabilities on the consolidated balance sheets until the respective revenue is recognized. Advance payments are not considered a significant financing component as the timing of the transfer of the related goods or services is at the discretion of the customer.

These assets and liabilities are reported on the consolidated balance sheet on an individual contract basis at the end of each reporting period. As of December 29, 2018 and March 31, 2018, accounts receivable with customers, net, were $116,673 and $116,890, respectively. The tables below represent a roll-forward of contract assets and contract liabilities for the nine-month period ended December 29, 2018:

Contract Assets - Current (1)

Balance at April 1, 2018	$	1,323
Additional revenue recognized in excess of billings		2,840
Less: amounts billed to customers		(1,714)
Balance at December 29, 2018	$	2,449

(1) Included within prepaid expenses and other current assets on the consolidated balance sheet.

Contract Liabilities – Current (2)

Balance at April 1, 2018	$	14,450
Payments received prior to revenue being recognized		10,580
Revenue recognized on beginning balance		(15,083)
Reclassification to/from noncurrent		87
Balance at December 29, 2018	$	10,034

(2) Included within accrued expenses and other current liabilities on the consolidated balance sheet.

Contract Liabilities – Noncurrent (3)

Balance at April 1, 2018	$	1,254
Reclassification to/from current		(87)
Balance at December 29, 2018	$	1,167

(3) Included within other non-current liabilities on the consolidated balance sheet.

As of December 29, 2018, the Company does not have any contract assets classified as noncurrent on the consolidated balance sheet.

4. Net Income Per Common Share

Basic net income per common share is computed by dividing net income available to common stockholders by the weighted-average number of common shares outstanding.

Diluted net income per common share is computed by dividing net income by the sum of the weighted-average number of common shares and dilutive common share equivalents then outstanding using the treasury stock method. Common share equivalents consist of the incremental common shares issuable upon the exercise of stock options.

The table below reflects the calculation of weighted-average shares outstanding for each period presented as well as the computation of basic and diluted net income per common share:

	Three Months Ended		Nine Months Ended	
	December 29, 2018	December 30, 2017	December 29, 2018	December 30, 2017
Net income	$ 16,178	$ 23,832	$ 73,756	$ 60,464
Denominator for basic net income per common share—weighted-average shares outstanding	24,457,555	23,985,925	24,308,029	23,912,474
Effect of dilution due to employee stock awards	343,092	460,190	384,986	409,691
Denominator for diluted net income per common share — weighted-average shares outstanding	24,800,647	24,446,115	24,693,015	24,322,165
Basic net income per common share	$ 0.66	$ 0.99	$ 3.03	$ 2.53
Diluted net income per common share	$ 0.65	$ 0.97	$ 2.99	$ 2.49

At December 29, 2018, 221,315 employee stock options have been excluded from the calculation of diluted earnings per share. At December 30, 2017, no employee stock options have been excluded from the calculation of diluted earnings per share. The inclusion of these employee stock options would be anti-dilutive.

5. Cash and Cash Equivalents

The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Short-term investments, if any, are comprised of equity securities and are measured at fair value by using quoted prices in active markets and are classified as Level 1 of the valuation hierarchy.

6. Inventory

Inventories are stated at the lower of cost or net realizable value, using the first-in, first-out method, and are summarized below:

	December 29, 2018	March 31, 2018
Raw materials	$ 47,260	$ 44,102
Work in process	89,266	77,890
Finished goods	192,970	184,132
	$ 329,496	$ 306,124

7. Goodwill and Intangible Assets

Goodwill

	Roller	Plain	Ball	Engineered Products	Total
March 31, 2018	$ 16,007	$ 79,597	$ 5,623	$ 166,897	$ 268,124
Disposition	—	—	—	(6,691)	(6,691)
Translation adjustments	—	—	—	(2)	(2)
December 29, 2018	$ 16,007	$ 79,597	$ 5,623	$ 160,204	$ 261,431

$6,691 of goodwill was included in the net loss on the sale of the Miami division during the third quarter of fiscal 2019. Miami was previously included within the Engineered Products ("EP") Reporting Unit ("RU"). When a business within an RU is sold, the Company is required to perform an interim goodwill impairment test on that RU which consists of two steps. First, the Company determines the fair value of the RU and compares it to its carrying amount. Second, if the carrying amount of the RU exceeds its fair value, an impairment loss is recognized for any excess of the carrying amount of the RU's goodwill over the goodwill's implied fair value. The Company conducted this interim test over the EP RU as of the date of sale (November 28, 2018) using the same approach used during our most recent annual test (the income approach, also known as the discounted cash flow method). The key assumptions used in the discounted cash flow method used to estimate fair value include discount rates, revenue growth rates, terminal growth rates and cash flow projections. Discount rates, growth rates and cash flow projections are the most sensitive and susceptible to change as they require significant management judgment. Discount rates are determined by using a weighted average cost of capital ("WACC"). The WACC considers market and industry data as well as Company-specific risk factors for each RU in determining the appropriate discount rate to be used. The discount rate utilized for the EP RU for our interim test was 11.0% and is indicative of the return an investor would expect to receive for investing in such a business. Terminal growth rate determination follows common methodology of capturing the present value of perpetual cash flow estimates beyond the last projected period assuming a constant WACC and long-term growth rates. The terminal growth rate used for our interim test was 2.5%. The Company has determined that, to date, no impairment of goodwill exists and fair value of the EP RU exceeded the carrying value in total by approximately 21.9%. A decrease of 1.0% in our terminal growth rate would not result in impairment of goodwill for the EP RU. An increase of 1.0% in our discount rate would not result in impairment of goodwill for the EP RU. The Company will perform the annual impairment testing during the fourth quarter of fiscal 2019 for all of the Company's RUs. Although no changes are expected, if the actual results of the Company are less favorable than the assumptions the Company makes regarding estimated cash flows, the Company may be required to record an impairment charge in the future.

Intangible Assets

	Weighted Average Useful Lives	December 29, 2018		March 31, 2018	
		Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Product approvals	24	$ 50,878	$ 9,950	$ 50,878	$ 8,351
Customer relationships and lists	24	96,458	18,188	106,583	16,499
Trade names	10	15,959	7,092	18,734	6,765
Distributor agreements	5	722	722	722	722
Patents and trademarks	16	10,350	5,353	9,657	4,810
Domain names	10	437	437	437	430
Other	6	2,361	2,023	1,433	1,303
		177,165	43,765	188,444	38,880
Non-amortizable repair station certifications	n/a	24,281	—	34,200	—
Total		$ 201,446	$ 43,765	$ 222,644	$ 38,880

$9,919 of net assets associated with the repair station certifications, $8,674 of net assets associated with customer relationships, and $1,780 of net assets associated with trade names were included in the net loss on the sale of the Miami division during the third quarter of fiscal 2019.

Amortization expense for definite-lived intangible assets for the three and nine-month periods ended December 29, 2018 were $2,400 and $7,331, respectively, compared to $2,303 and $7,041 for the three and nine-month periods ended December 30, 2017, respectively. Estimated amortization expense for the remaining three months of fiscal 2019, the five succeeding fiscal years and thereafter is as follows:

2019	$ 2,297
2020	8,053
2021	8,002
2022	7,885
2023	7,801
2024	7,670
2025 and thereafter	91,692

8. Debt

The balances payable under all borrowing facilities are as follows:

	December 29, 2018	March 31, 2018
Revolver Facility	$ 109,250	$ 500
Term Loan Facility	—	168,750
Debt issuance costs	(1,201)	(2,968)
Other	6,502	7,073
Total debt	114,551	173,355
Less: current portion	473	19,238
Long-term debt	$ 114,078	$ 154,117

The current portion of long-term debt as of December 29, 2018 includes the current portion of the Schaublin mortgage. The current portion of long-term debt as of March 31, 2018 includes the current portion of the Schaublin mortgage and the current portion of the Term Loan Facility.

Credit Facility

In connection with the Sargent Aerospace & Defense acquisition on April 24, 2015, the Company entered into a credit agreement (the "Credit Agreement") and related Guarantee, Pledge Agreement and Security Agreement with Wells Fargo Bank, National Association, as Administrative Agent, Collateral Agent, Swingline Lender and Letter of Credit Issuer, and the other lenders party thereto and terminated the Company's prior credit agreement with JP Morgan. The Credit Agreement provides the Company with a $200,000 term loan (the "Term Loan") and a $350,000 revolving credit facility (the "Revolver"). The Term Loan and the Revolver (the "Facilities") expire on April 24, 2020.

Amounts outstanding under the Facilities generally bear interest at (a) a base rate determined by reference to the higher of (1) Wells Fargo's prime lending rate, (2) the federal funds effective rate plus 1/2 of 1% and (3) the one-month LIBOR rate plus 1%, or (b) LIBOR plus a specified margin, depending on the type of borrowing being made. The applicable margin is based on the Company's consolidated ratio of total net debt to consolidated EBITDA from time to time. Currently, the Company's margin is 0.00% for base rate loans and 1.00% for LIBOR loans.

On May 31, 2018, the Company paid off the remaining balance of the Term Loan. $987 in unamortized debt issuance costs associated with the Term Loan were written off at the time of payoff and were recorded within other non-operating expense on the consolidated statements of operations.

The Credit Agreement requires the Company to comply with various covenants, including among other things, financial covenants to maintain the following: (1) a ratio of consolidated net debt to adjusted EBITDA not greater than 3.50 to 1; and (2) a consolidated interest coverage ratio of at least 2.75 to 1. The Credit Agreement allows the Company to, among other things, make distributions to shareholders, repurchase its stock, incur other debt or liens, or acquire or dispose of assets provided that the Company complies with certain requirements and limitations of the Credit Agreement. As of December 29, 2018, the Company was in compliance with all such covenants.

The Company's domestic subsidiaries are parties to a Guarantee to guarantee the Company's obligations under the Credit Agreement. The Company's obligations under the Credit Agreement and the domestic subsidiaries' guarantee are secured by a pledge of substantially all of the domestic assets of the Company and its domestic subsidiaries.

Approximately $3,990 of the Revolver is being utilized to provide letters of credit to secure the Company's obligations relating to certain insurance programs. As of December 29, 2018, $1,201 in unamortized debt issuance costs remain. As of December 29, 2018, the Company has the ability to borrow up to an additional $236,760 under the Revolver.

Other Notes Payable

On October 1, 2012, one of our foreign divisions, Schaublin, purchased the land and building, that it occupied and had been leasing for 14,067 CHF (approximately $14,910). Schaublin obtained a 20-year fixed-rate mortgage of 9,300 CHF (approximately $9,857) at an interest rate of 2.9%. The balance of the purchase price of 4,767 CHF (approximately $5,053) was paid from cash on hand. The balance on this mortgage as of December 29, 2018 was 6,394 CHF, or $6,502.

9. Pension Plan and Postretirement Health Care and Life Insurance Benefits

The following tables set forth the net periodic benefit cost of the Company's noncontributory defined benefit pension plan and contributory defined benefit health care plans. The amounts for the three months ended December 29, 2018 are based on calculations prepared by the Company's actuaries and represent the Company's best estimate of the respective period's proportionate share of the amounts to be recorded for the year ending March 30, 2019. The amounts disclosed below for the three and nine-month periods ending December 30, 2017 were calculated based on the amounts disclosed within the Company's fiscal 2018 Annual Report on Form 10-K.

Pension Plan:

	Three Months Ended		Nine Months Ended	
	December 29, 2018	December 30, 2017	December 29, 2018	December 30, 2017
Components of net periodic benefit cost:				
Service cost	$ 64	$ 58	$ 192	$ 174
Interest cost	221	226	663	678
Expected return on plan assets	(417)	(403)	(1,251)	(1,209)
Amortization of prior service cost	9	9	27	27
Amortization of losses	249	302	747	906
Net periodic benefit cost	$ 126	$ 192	$ 378	$ 576

Postretirement Health Care and Life Insurance Benefits:

	Three Months Ended		Nine Months Ended	
	December 29, 2018	December 30, 2017	December 29, 2018	December 30, 2017
Components of net periodic benefit cost:				
Service cost	$ 12	$ 8	$ 36	$ 24
Interest cost	23	25	69	75
Amortization of prior service cost	1	1	3	3
Amortization of losses	(7)	(1)	(21)	(3)
Net periodic benefit cost	$ 29	$ 33	$ 87	$ 99

The components of net periodic benefit cost other than the service component are included in other non-operating expense on the consolidated statements of operations.

10. Income Taxes

The Company files income tax returns in the U.S. federal jurisdiction and various states and foreign jurisdictions. With few exceptions, the Company is no longer subject to state or foreign income tax examinations by tax authorities for years ending before April 2, 2005. The Company is no longer subject to U.S. federal tax examination by the Internal Revenue Service for years ending before March 29, 2015. A U.S. federal tax examination by the Internal Revenue Service for the year ended March 30, 2013 was effectively settled in fiscal 2016.

The effective income tax rates for the three month periods ended December 29, 2018 and December 30, 2017, were 15.0% and 23.9%. The reduction in the effective income tax rate for the three months ended December 29, 2018 as compared with the prior year period reflects the net benefits of the Tax Cut and Jobs Act ("TCJA" or "the Act"), which reduced the U.S. statutory rate from 35% to 21% for tax years beginning in 2018 and made other changes to the U.S. federal income tax laws affecting both domestic and foreign income. The reduction in the effective income tax rate includes a benefit associated with the sale of the Miami division, a tax benefit associated with the decrease in the Company's unrecognized tax positions related to the statute of limitations expiration, and a benefit associated with share-based compensation. The effective tax rate was also increased by a tax expense associated with withholding tax on a one-time repatriation of cash from the Company's foreign operations during the three months ended December 29, 2018.

The TCJA was signed into law on December 22, 2017 revising the U.S. corporate income tax. Changes included, but were not limited to, the reduction of the U.S. federal corporate rate from 35% to 21%, the elimination of certain deductions and imposing one-time net charge related to the taxation of undistributed foreign earnings. Also on December 22, 2017, the SEC issued Staff Accounting Bulletin No. 118 ("SAB 118") to address the application of U.S. GAAP in situations where a registrant does not have the necessary information available, prepared or analyzed in reasonable detail to complete the accounting for certain income tax effects of the Act. SAB 118 allowed companies to record provisional estimates during a measurement period not extending beyond one year from the TCJA enactment date.

For the year ended March 31, 2018 the Company recognized as components of income tax expense $9,166 for the one-time net charge related to the taxation of undistributed foreign earnings and $9,318 tax benefit related to the remeasurement of U.S. deferred tax balances to reflect the new U.S. corporate income tax rate. As of December 22, 2018, we have completed the accounting for all impacts of the TCJA and there have been no changes to previously recorded amounts.

No additional income tax provision has been made on any remaining undistributed foreign earnings not subject to the one-time net charge related to the taxation of unremitted foreign earnings or any additional outside basis difference as these amounts continue to be indefinitely reinvested in foreign operations.

One of the international tax law changes provided for with the TCJA relates to the taxation of a corporation's global intangible low-taxed income ("GILTI") for tax years beginning after December 31, 2017. The Company has evaluated this provision of the TCJA and the application of ASC 740, and does not believe that GILTI will have a significant impact.

An additional tax law change provided under the TCJA introduced new rules for the treatment of certain foreign income, including foreign derived intangible income ("FDII") for tax years beginning after December 31, 2017. The Company has evaluated this provision of the TCJA and believes the FDII results in a favorable impact on the application of ASC 740.

In addition to discrete items, the effective income tax rates for these periods are different from the U.S. statutory rates due to a special U.S. manufacturing deduction (fiscal 2018 only), the U.S. credit for increasing research activities which decrease the rate, and state income taxes which increases the rate.

The effective income tax rate for the three-month period ended December 29, 2018 of 15.0% includes $4,048 of tax benefit associated with the sale of the Miami division. The third quarter provision was also impacted by $1,469 of tax benefit associated with the decrease in the Company's unrecognized tax positions, pertaining primarily to the statute of limitations expiration of items associated with the consolidation and restructuring of the Company's U.K. manufacturing facility. The third quarter provision also includes $943 tax expense associated with withholding tax on a one-time repatriation of cash from the Company's foreign operations and $558 of tax benefits associated with share-based compensation. The effective income tax rate without discrete items for the three-month period ended December 29, 2018 would have been 22.3%. The effective income tax rate for the three-month period ended December 30, 2017 of 23.9% was impacted by one-time adjustments associated with the enactment of the TCJA. Included in these adjustments was an estimated charge of $9,491 associated with the repatriation transition tax and an estimated benefit of $8,708 associated with the revaluation of our deferred tax liabilities. The TCJA also impacted the third quarter provision with a benefit from the lower blended statutory tax rate of 31.5% and by $1,238 of tax benefit associated with share-based compensation. The effective income tax rate without discrete items for the three-month period ended December 30, 2017 would have been 25.3%. The Company believes it is reasonably possible that some of its unrecognized tax positions may be effectively settled within the next twelve months due to the closing of audits and the statute of limitations expiring in varying jurisdictions. The decrease in the Company's unrecognized tax positions, pertaining primarily to credits and state tax, is estimated to be approximately $356.

The effective income tax rate for the nine-month period ended December 29, 2018 of 14.6% includes a benefit of $4,048 million associated with the sale of the Miami division. The effective tax rate was also impacted by $1,510 of tax benefit associated with the decrease of the Company's unrecognized tax positions, pertaining primarily to the consolidation and restructuring of the Company's U.K. manufacturing facility. The effective rate was also impacted by $943 of tax expense associated with withholding tax on a one-time repatriation of cash from the Company's foreign operations and $5,063 associated with share-based compensation. The effective income tax rate without this benefit and other items for the nine-month period ended December 29, 2018 would have been 21.6%. The effective income tax rate for the nine-month period ended December 30, 2017 of 28.0% was impacted by one-time adjustments associated with the enactment of the TCJA. These adjustments were mainly comprised of a charge of $9,491 for the repatriation transition tax and a benefit of $8,708 associated with the revaluation of our deferred tax liabilities. The effective income tax rate also benefited from a lower blended statutory tax rate of 31.5% as a result of the enactment of the TCJA and $3,916 tax benefit associated with share-based compensation. The effective income tax rate without discrete items for the three-month period ended December 30, 2017 would have been 33.0%.

11. Reportable Segments

The Company operates through operating segments for which separate financial information is available, and for which operating results are evaluated regularly by the Company's chief operating decision maker in determining resource allocation and assessing performance. Those operating segments are aggregated as reportable segments as they have similar economic characteristics, including nature of the products and production processes, distribution patterns and classes of customers.

The Company has four reportable business segments, Plain Bearings, Roller Bearings, Ball Bearings and Engineered Products, which are described below.

Plain Bearings. Plain bearings are produced with either self-lubricating or metal-to-metal designs and consists of several sub-classes, including rod end bearings, spherical plain bearings and journal bearings. Unlike ball bearings, which are used in high-speed rotational applications, plain bearings are primarily used to rectify inevitable misalignments in various mechanical components.

Roller Bearings. Roller bearings are anti-friction bearings that use rollers instead of balls. The Company manufactures four basic types of roller bearings: heavy-duty needle roller bearings with inner rings, tapered roller bearings, track rollers and aircraft roller bearings.

Ball Bearings. The Company manufactures four basic types of ball bearings: high precision aerospace, airframe control, thin section and commercial ball bearings, which are used in high-speed rotational applications.

Engineered Products. Engineered Products consists of highly engineered hydraulics, fasteners, collets and precision components used in aerospace, marine and industrial applications.

Segment performance is evaluated based on segment net sales and gross margin. Items not allocated to segment operating income include corporate administrative expenses and certain other amounts.

	Three Months Ended		Nine Months Ended	
	December 29, 2018	December 30, 2017	December 29, 2018	December 30, 2017
Net External Sales				
Plain	$ 79,306	$ 69,764	$ 235,311	$ 214,809
Roller	34,841	32,485	107,711	96,215
Ball	16,720	16,496	52,832	48,756
Engineered Products	40,586	48,113	124,500	135,292
	$ 171,453	$ 166,858	$ 520,354	$ 495,072
Gross Margin				
Plain	$ 31,921	$ 26,689	$ 93,404	$ 82,941
Roller	14,631	14,458	45,858	40,176
Ball	6,861	7,021	21,548	19,936
Engineered Products	14,714	16,604	42,875	45,653
	$ 68,127	$ 64,772	$ 203,685	$ 188,706
Selling, General & Administrative Expenses				
Plain	$ 6,475	$ 6,371	$ 18,997	$ 19,143
Roller	1,559	1,553	4,739	4,765
Ball	1,656	1,707	4,867	5,002
Engineered Products	4,795	5,338	15,231	15,737
Corporate	14,657	13,193	44,209	38,888
	$ 29,142	$ 28,162	$ 88,043	$ 83,535
Operating Income				
Plain	$ 25,044	$ 19,208	$ 72,443	$ 61,179
Roller	13,049	12,905	41,083	35,390
Ball	5,164	5,237	16,532	14,752
Engineered Products	(8,082)	8,817	8,315	17,839
Corporate	(15,337)	(12,885)	(46,653)	(38,482)
	$ 19,838	$ 33,282	$ 91,720	$ 90,678
Intersegment Sales				
Plain	$ 1,285	$ 1,240	$ 4,525	$ 3,793
Roller	3,602	3,438	10,771	9,731
Ball	740	606	2,302	1,758
Engineered Products	9,284	7,785	28,400	23,806
	$ 14,911	$ 13,069	$ 45,998	$ 39,088

The net loss of $16,802 related to the sale of the Miami division during the third quarter of fiscal 2019 is included within the Engineered Products segment. All intersegment sales are eliminated in consolidation.

12. Integration and Restructuring of Operations

On November 28, 2018, the Company sold its Avborne Accessory Group, Inc. subsidiary (“Miami division”) for a sales price of $22,284, subject to a final working capital adjustment. The Miami division, which is based in Miami, Florida, provides maintenance, repair and overhaul services (“MRO”) for a wide variety of aircraft accessories. As a result of the transaction, the Company recorded an after-tax loss of $12,754 associated with the restructuring in the third quarter of fiscal 2019 attributable to the Engineered Products segment. The $12,754 loss was comprised of $22,284 of proceeds received less transaction costs of $1,690, charges associated with goodwill of $6,691, intangible assets of $20,373 and other net assets of $10,332, partially offset by a $4,048 tax benefit. The pre-tax loss of $16,802 was recognized within other, net within the consolidated statement of operations. Prior to the transaction, the Franklin, IN division, which was previously included within Avborne Accessory Group, Inc., was transferred to a separate subsidiary of the Company named Airtomic LLC.

In the second quarter of fiscal 2018, the Company reached a decision to restructure its manufacturing operation in Montreal, Canada. After completing its obligations, the Company closed its RBC Canada location and consolidated certain residual assets into other locations. As a result, the Company recorded an after-tax charge of $5,577 associated with the restructuring in the second quarter of fiscal 2018 attributable to the Engineered Products segment. The $5,577 charge included a $1,337 impairment of fixed assets and a $5,157 impairment of intangible assets offset by a $917 tax benefit. The impairment charges were recognized within other, net within the consolidated statement of operations. The Company determined that the market approach was the most appropriate method to estimate the fair value of the fixed assets using comparable sales data and actual quotes from potential buyers in the market place. The fixed assets were comprised of land, a building, machinery and equipment. The Company assessed the fair value of the intangible assets in accordance with ASC 360-10, which were comprised of customer relationships, product approvals, tradenames and trademarks. These fair value measurements were classified as Level 3 in the valuation hierarchy. In the third and fourth quarters of fiscal 2018, the Company incurred restructuring charges of $1,091 and $100, respectively, comprised primarily of employee termination costs and building maintenance costs. These costs were recorded within other, net within the consolidated statement of operations and are all attributable to the Engineered Products segment. The impact from restructuring in fiscal 2019 has been immaterial. The total cumulative impact resulting from the restructuring was $6,743 in after-tax charges, all attributable to the Engineered Products segment.

13. Subsequent Events

On January 31, 2019, the Company amended the Credit Agreement with Wells Fargo Bank, National Association, as Administrative Agent, Collateral Agent, Swingline Lender and Letter of Credit Issuer, and the other lenders party thereto. The Credit Agreement as so amended (the “Amended Credit Agreement”) now provides the Company with a $250,000 revolving credit facility (the “New Revolver”). The New Revolver expires on January 31, 2024.

Amounts outstanding under the New Revolver generally bear interest at (a) a base rate determined by reference to the higher of (1) Wells Fargo’s prime lending rate, (2) the federal funds effective rate plus 1/2 of 1% and (3) the one-month LIBOR rate plus 1%, or (b) LIBOR plus a specified margin, depending on the type of borrowing being made. The applicable margin is based on the Company's consolidated ratio of total net debt to consolidated EBITDA from time to time. Currently, the Company's margin is 0.00% for base rate loans and 0.75% for LIBOR loans.

The Amended Credit Agreement requires the Company to comply with various covenants, including among other things, a financial covenant to maintain a ratio of consolidated net debt to adjusted EBITDA not greater than 3.50 to 1. The Amended Credit Agreement allows the Company to, among other things, make distributions to shareholders, repurchase its stock, incur other debt or liens, or acquire or dispose of assets provided that the Company complies with certain requirements and limitations of the Amended Credit Agreement. The Company is currently in compliance with all such covenants.

The Company's domestic subsidiaries are parties to a Guarantee to guarantee the Company's obligations under the Amended Credit Agreement. The Company's obligations under the Amended Credit Agreement and the domestic subsidiaries' guarantee are secured by a pledge of substantially all of the domestic assets of the Company and its domestic subsidiaries.

ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations
Cautionary Statement As To Forward-Looking Information

The information in this discussion contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 which are subject to the "safe harbor" created by those sections. All statements, other than statements of historical facts, included in this quarterly report on Form 10-Q regarding our strategy, future operations, future financial position, future revenues, projected costs, prospects, plans and objectives of management are "forward-looking statements" as the term is defined in the Private Securities Litigation Reform Act of 1995.

The words "anticipates," "believes," "estimates," "expects," "intends," "may," "plans," "projects," "will," "would" and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements and you should not place undue reliance on our forward-looking statements. Actual results or events could differ materially from the plans, intentions and expectations disclosed in the forward-looking statements that we make. These forward-looking statements involve risks and uncertainties that could cause our actual results to differ materially from those in the forward-looking statements, including, without limitation: (a) the bearing and engineered products industries are highly competitive, and this competition could reduce our profitability or limit our ability to grow; (b) the loss of a major customer could result in a material reduction in our revenues and profitability; (c) weakness in any of the industries in which our customers operate, as well as the cyclical nature of our customers' businesses generally, could materially reduce our revenues and profitability; (d) future reductions or changes in U.S. government spending could negatively affect our business; (e) fluctuation or interruption of supply, and availability of raw materials, components and energy resources could materially increase our costs or reduce our revenues, cash flow from operations, and profitability; (f) our products are subject to certain approvals, and the loss of such approvals could materially reduce our revenues and profitability; (g) restrictions in our indebtedness agreements could limit our growth and our ability to respond to changing conditions; (h) work stoppages and other labor problems could materially reduce our ability to operate our business; (i) our business is capital-intensive and may consume cash in excess of cash flow from our operations; (j) unexpected equipment failures, catastrophic events or capacity constraints may increase our costs and reduce our sales due to production curtailments or shutdowns; (k) we may not be able to continue to make the acquisitions necessary for us to realize our growth strategy; (l) the costs and difficulties of integrating acquired businesses could impede our future growth; (m) we depend heavily on our senior management and other key personnel, the loss of whom could materially affect our financial performance and prospects; (n) our international operations are subject to risks inherent in such activities; (o) currency translation risks may have a material impact on our results of operations; (p) we may be required to make significant future contributions to our pension plan; (q) we may incur material losses for product liability and recall-related claims; (r) environmental regulations impose substantial costs and limitations on our operations, and environmental compliance may be more costly than we expect; (s) our intellectual property and other proprietary rights are valuable, and any inability to protect them could adversely affect our business and results of operations; in addition, we may be subject to infringement claims by third parties; (t) cancellation of orders in our backlog of orders could negatively impact our revenues; (u) if we fail to maintain an effective system of internal controls, we may not be able to accurately report our financial results or prevent fraud; (v) provisions in our charter documents may prevent or hinder efforts to acquire a controlling interest in us; (w) health care reform could adversely affect our operating results; (x) we may not pay cash dividends in the foreseeable future; (y) retirement of commercial aircraft could reduce our revenues; and (z) we may not achieve satisfactory operating results in the integration of acquired companies. Additional information regarding these and other risks and uncertainties is contained in our periodic filings with the SEC, including, without limitation, the risks identified under the heading "Risk Factors" set forth in the Annual Report on Form 10-K for the year ended March 31, 2018. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments we may make. We do not intend, and undertake no obligation, to update or alter any forward-looking statement. The following section is qualified in its entirety by the more detailed information, including our financial statements and the notes thereto, which appears elsewhere in this Quarterly Report.

Overview

We are a well-known international manufacturer and maker of highly engineered precision bearings and components. Our precision solutions are integral to the manufacture and operation of most machines and mechanical systems, reduce wear to moving parts, facilitate proper power transmission, and reduce damage and energy loss caused by friction. While we manufacture products in all major bearings categories, we focus primarily on the higher end of the bearing and engineered component markets where we believe our value-added manufacturing and engineering capabilities enable us to differentiate ourselves from our competitors and enhance profitability. We believe our unique expertise has enabled us to garner leading positions in many of the product markets in which we primarily compete. With 42 facilities, of which 33 are manufacturing facilities in five countries, we have been able to significantly broaden our end markets, products, customer base and geographic reach. We currently operate under four reportable business segments: Plain Bearings; Roller Bearings; Ball Bearings; and Engineered Products. The following further describes these reportable segments:

Plain Bearings. Plain bearings are produced with either self-lubricating or metal-to-metal designs and consists of several sub-classes, including rod end bearings, spherical plain bearings and journal bearings. Unlike ball bearings, which are used in high-speed rotational applications, plain bearings are primarily used to rectify inevitable misalignments in various mechanical components.

Roller Bearings. Roller bearings are anti-friction bearings that use rollers instead of balls. We manufacture four basic types of roller bearings: heavy-duty needle roller bearings with inner rings, tapered roller bearings, track rollers and aircraft roller bearings.

Ball Bearings. We manufacture four basic types of ball bearings: high precision aerospace, airframe control, thin section and commercial ball bearings which are used in high-speed rotational applications.

Engineered Products. Engineered Products consists of highly engineered hydraulics, fasteners, collets and precision components used in aerospace, marine and industrial applications.

Purchasers of bearings and engineered products include: industrial equipment and machinery manufacturers; producers of commercial and military aerospace equipment such as missiles and radar systems, agricultural machinery manufacturers, construction, energy, mining, marine and specialized equipment manufacturers; and marine products, automotive and commercial truck manufacturers. The markets for our products are cyclical, and we have endeavored to mitigate this cyclicality by entering into sole-source relationships and long-term purchase agreements, through diversification across multiple market segments within the aerospace and defense and diversified industrial segments, by increasing sales to the aftermarket, and by focusing on developing highly customized solutions.

Currently, our strategy is built around maintaining our position as a leading manufacturer of precision engineered bearings and components through the following efforts:

- ***Developing innovative solutions.*** By leveraging our design and manufacturing expertise and our extensive customer relationships, we continue to develop new products for markets in which there are substantial growth opportunities.

- ***Expanding customer base and penetrating end markets.*** We continually seek opportunities to access new customers, geographic locations and bearing platforms with existing products or profitable new product opportunities.

- ***Increasing aftermarket sales.*** We believe that increasing our aftermarket sales of replacement parts will further enhance the continuity and predictability of our revenues and enhance our profitability. Such sales included sales to third party distributors and sales to OEMs for replacement products and aftermarket services. We will increase the percentage of our revenues derived from the replacement market by continuing to implement several initiatives.

- ***Pursuing selective acquisitions.*** The acquisition of businesses that complement or expand our operations has been and continues to be an important element of our business strategy. We believe that there will continue to be consolidation within the industry which may present us with acquisition opportunities.

Outlook

Our net sales for the three-month period ended December 29, 2018 increased 2.8% compared to the same period last fiscal year. Organically, excluding RBC Canada and the Miami division, net sales grew 6.5% year-over-year, of which, aerospace sales increased 6.4% and industrial sales increased 6.7%. Our backlog as of December 29, 2018 was $428.2 million compared to $392.5 million as of December 30, 2017.

Management believes that operating cash flows and available credit under the Revolver will provide adequate resources to fund internal and external growth initiatives for the foreseeable future. As of December 29, 2018, we had cash and cash equivalents of $81.7 million of which approximately $21.6 million was cash held by our foreign operations. We expect that our undistributed foreign earnings will be re-invested indefinitely for working capital, internal growth and acquisitions for and by our foreign entities.

Results of Operations
(dollars in millions)

	Three Months Ended			
	December 29, 2018	December 30, 2017	$ Change	% Change
Total net sales	$ 171.5	$ 166.9	$ 4.6	2.8%
Net income	$ 16.2	$ 23.8	$ (7.6)	(32.1)%
Net income per common share: diluted	$ 0.65	$ 0.97		
Weighted average common shares: diluted	24,800,647	24,446,115		

Our net sales for the three-month period ended December 29, 2018 increased 2.8% compared to the same period last fiscal year. The overall increase in net sales was a result of a 6.2% increase in our industrial markets and an increase of 0.7% in our aerospace markets. The increase in industrial sales was a result of strong performance in mining, energy, and general industrial activity. The increase in aerospace sales was mainly due to commercial OEM sales during the period. Organically, excluding RBC Canada and the Miami division, net sales grew 6.5% year-over-year, of which, aerospace sales increased 6.4% and industrial sales increased 6.7%.

Net income for the third quarter of fiscal 2019 was $16.2 million compared to $23.8 million for the same period last year. Net income for the third quarter of fiscal 2019 was affected by $12.8 million of loss associated with the sale of the Miami division, $0.9 million of tax loss associated with the repatriation of cash from our foreign operations, $0.6 million of tax benefit associated with share-based compensation, and $1.5 million of tax benefit associated with the decrease in the Company’s unrecognized tax positions due to the statute of limitations expiration. Net income of $23.8 million in the third quarter of fiscal 2018 was affected by restructuring costs of $1.1 million offset by a $1.2 million tax benefits associated with share-based compensation.

	Nine Months Ended			
	December 29, 2018	December 30, 2017	$ Change	% Change
Total net sales	$ 520.4	$ 495.1	$ 25.3	5.1%
Net income	$ 73.8	$ 60.5	$ 13.3	22.0%
Net income per common share: diluted	$ 2.99	$ 2.49		
Weighted average common shares: diluted	24,693,015	24,322,165		

Net sales increased $25.3 million or 5.1% for the nine-month period ended December 29, 2018 over the same period last year. The increase in net sales was mainly the result of a 10.3% increase in industrial sales and an increase of 2.0% in aerospace sales. The increase in industrial sales was mostly attributable to an increase in marine, mining, semicon, energy, and general industrial activity. The increase in aerospace sales was primarily driven by commercial and defense OEM. Organically, excluding RBC Canada and the Miami division, net sales grew 7.7% year-over-year, of which, aerospace sales increased 5.9% and industrial sales increased 10.7%.

Net income for the nine months ended December 29, 2018 was $73.8 million compared to $60.5 million for the same period last year. The year-over-year increase is primarily attributable to increased volume and the reduced tax rate associated with the TCJA. The net income of $73.8 million in fiscal 2019 was impacted by $12.8 million of after-tax loss associated with the sale of the Miami division, $0.9 million of tax loss associated with the repatriation of cash from our foreign operations, $0.8 million of after-tax cost associated with the loss on the extinguishment of debt, $5.1 million tax benefit associated with share-based compensation and $1.5 million of tax benefit associated with the decrease in the Company’s unrecognized tax positions due to the statute of limitations expiration. The net income of $60.5 million in fiscal 2018 was affected by restructuring and integration costs of $6.7 million, a $3.9 million tax benefit associated with share-based compensation, and $0.2 million of discrete tax benefits.

Gross Margin

	Three Months Ended			
	December 29, 2018	December 30, 2017	$ Change	% Change
Gross Margin	$ 68.1	$ 64.8	$ 3.3	5.2%
Gross Margin %	39.7%	38.8%		

Gross margin increased $3.3 million, or 5.2%, in the third quarter of fiscal 2019 compared to the third quarter of fiscal 2018. This was mainly driven by higher sales, product mix, and cost efficiencies achieved during the current period.

	Nine Months Ended			
	December 29, 2018	December 30, 2017	$ Change	% Change
Gross Margin	$ 203.7	$ 188.7	$ 15.0	7.9%
Gross Margin %	39.1%	38.1%		

Gross margin increased $15.0 million or 7.9% for the first nine months of fiscal 2019 compared to the same period last year. The increase year-over-year is primarily a result of favorable pricing, higher sales and cost efficiencies achieved during the period. The exclusion of RBC Canada in fiscal 2019 also benefited gross margin percentage compared to the prior period.

Selling, General and Administrative

	Three Months Ended			
	December 29, 2018	December 30, 2017	$ Change	% Change
SG&A	$ 29.1	$ 28.2	$ 0.9	3.5%
% of net sales	17.0%	16.9%		

SG&A expenses increased by $0.9 million, or 3.5%, to $29.1 million for the third quarter of fiscal 2019 as compared to $28.2 million for the third quarter of fiscal 2018. This increase was mainly driven by $0.2 million of personnel-related expenses, $0.6 million of additional stock compensation expense and $0.1 million of other costs. As a percentage of sales, SG&A was 17.0% for the third quarter of fiscal 2019 compared to 16.9% for the same period last year.

	Nine Months Ended			
	December 29, 2018	December 30, 2017	$ Change	% Change
SG&A	$ 88.0	$ 83.5	$ 4.5	5.4%
% of net sales	16.9%	16.9%		

SG&A expenses increased by $4.5 million to $88.0 million for the first nine months of fiscal 2019 compared to $83.5 million for the same period last year. This increase is primarily due to $2.4 million of personnel-related expenses, $1.8 million of additional stock compensation and $0.3 million of other costs.

Other, Net

	Three Months Ended			
	December 29, 2018	December 30, 2017	$ Change	% Change
Other, net	$ 19.1	$ 3.3	$ 15.8	475.3%
% of net sales	11.2%	2.0%		

Other operating expenses for the third quarter of fiscal 2019 totaled $19.1 million compared to $3.3 million for the same period last year. For the third quarter of fiscal 2019, other operating expenses were comprised mainly of $16.8 million of costs associated with the sale of the Miami division and $2.4 million of amortization of intangible assets, partially offset by $0.1 million of other income. For the third quarter of fiscal 2018, other operating expenses were comprised mainly of $1.1 million of restructuring costs and $2.3 million of amortization of intangible assets, partially offset by $0.1 million of other income.

	Nine Months Ended			
	December 29, 2018	December 30, 2017	$ Change	% Change
Other, net	$ 23.9	$ 14.5	$ 9.4	65.1%
% of net sales	4.6%	2.9%		

Other operating expenses for the first nine months of fiscal 2019 totaled $23.9 million compared to $14.5 million for the same period last year. For the first nine months of fiscal 2019, other operating expenses were comprised mainly of $16.8 million of costs associated with the sale of the Miami division and $7.3 million in amortization of intangibles, offset by $0.2 million of other income. For the first nine months of fiscal 2018, other operating expenses were comprised mainly of $7.6 million of restructuring costs and $7.0 million of amortization of intangible assets, partially offset by $0.1 million of other income.

Interest Expense, Net

	Three Months Ended			
	December 29, 2018	**December 30, 2017**	**$ Change**	**% Change**
Interest expense, net	$ 1.2	$ 1.8	$ (0.6)	(32.0)%
% of net sales	0.7%	1.1%		

Interest expense, net, generally consists of interest charged on the Revolver and amortization of deferred financing fees, offset by interest income. Interest expense, net was $1.2 million for the third quarter of fiscal 2019 compared to $1.8 million for the same period last year. The Company had total debt of $114.6 million at December 29, 2018 compared to $198.0 million at December 30, 2017.

	Nine Months Ended			
	December 29, 2018	**December 30, 2017**	**$ Change**	**% Change**
Interest expense, net	$ 4.4	$ 5.7	$ (1.3)	(23.7)%
% of net sales	0.8%	1.2%		

Interest expense, net was $4.4 million for the first nine months of fiscal 2019 compared to $5.7 million for the first nine months of fiscal 2018, primarily due to the reduction of debt.

Income Taxes

	Three Months Ended	
	December 29, 2018	**December 30, 2017**
Income tax expense (benefit)	$ 2.8	$ 7.5
Effective tax rate	15.0%	23.9%

Income tax expense for the three-month period ended December 29, 2018 was $2.8 million compared to $7.5 million for the three-month period ended December 30, 2017. The reduction in the effective income tax rate for the three months ended December 29, 2018 as compared with the prior year period primarily reflects the net benefits of the TCJA, a net benefit associated with the sale of the Miami division, a net benefit associated with a decrease in the Company’s unrecognized tax positions and the impact of tax benefit associated with share-based compensation. The effective tax rate also includes an increase to expense associated with withholding tax on a one-time repatriation of cash from the Company’s foreign operations. Our effective income tax rate for the three-month period ended December 29, 2018 was 15.0% compared to 23.9% for the three month period ended December 30, 2017. The effective income tax rate for the three-month period ended December 29, 2018 of 15.0% includes $4.0 million of tax benefit associated with the sale of the Miami division. The third quarter provision was also impacted by $1.5 million of tax benefit associated with the decrease in the Company’s unrecognized tax positions, pertaining primarily to the consolidation and restructuring of the Company’s U.K. manufacturing facility. The third quarter provision also includes $0.9 of million tax expense associated with withholding tax on a one-time repatriation of cash from the Company’s foreign operations and $0.6 million of tax benefit associated with share-based compensation. The effective income tax rate without this benefit and other items for the three-month period ended December 29, 2018 would have been 22.3%. The effective income tax rate for the three-month period ended December 30, 2017 of 23.9% was impacted by adjustments made in relation to the enactment of the TCJA. These were mainly comprised of a charge of $9.5 million for the repatriation transition tax and a benefit of $8.7 million associated with the revaluation of our deferred tax liabilities. The third quarter provision also benefited from a lower blended statutory tax rate of 31.5% as a result of the enactment of the TCJA and $1.2 million of tax benefit associated with share-based compensation. The effective income tax rate without these items for the three-month period ended December 30, 2017 would have been 25.3%.

	Nine Months Ended	
	December 29, 2018	December 30, 2017
Income tax expense (benefit)	$ 12.6	$ 23.6
Effective tax rate with discrete items	14.6%	28.0%

Income tax expense for the nine-month period ended December 29, 2018 was $12.6 million compared to $23.6 million for the nine-month period ended December 30, 2017. The reduction in the effective income tax rate for the nine months ended December 29, 2018 as compared with the prior year period primarily reflects the net benefits of the TCJA, a net benefit associated with the sale of the Miami division, a net benefit associated with the decrease in the Company's unrecognized tax positions, tax expense associated with withholding tax on a one-time repatriation of cash from the Company's foreign operations and the impact of tax benefit associated with share-based compensation. Our effective income tax rate for the nine-month period ended December 29, 2018 was 14.6% compared to 28.0% for the nine month period ended December 30, 2017. The effective income tax rate for the nine-month period ended December 29, 2018 of 14.6% includes a benefit of $4.0 million associated with the sale of Miami division. The effective tax rate was also impacted by $1.5 million of tax benefit associated with the decrease of the Company's unrecognized tax positions, pertaining primarily to the consolidation and restructuring of the Company's U.K. manufacturing facility. The effective rate was also impacted by $0.9 million of tax expense associated with withholding tax on a one-time repatriation of cash from the Company's foreign operations and $5.1 million associated with share-based compensation. The effective income tax rate without this benefit and other items for the nine-month period ended December 29, 2018 would have been 21.6%. The effective income tax rate for the nine-month period ended December 30, 2017 of 28.0% was impacted by one-time adjustments associated with the enactment of the TCJA. These adjustments were mainly comprised of a charge of $9.5 million for the repatriation transition tax and a benefit of $8.7 million associated with the revaluation of our deferred tax liabilities. The effective income tax rate also benefited from a lower blended statutory tax rate of 31.5% as a result of the enactment of the TCJA and $3.9 million tax benefit associated with share-based compensation. The effective income tax rate without discrete items for the three-month period ended December 30, 2017 would have been 33.0%.

Integration and Restructuring of Operations

On November 28, 2018, the Company sold its Avborne Accessory Group, Inc. subsidiary ("Miami division") for a sales price of $22.3 million, subject to a final working capital adjustment. The Miami division, which is based in Miami, Florida, provides maintenance, repair and overhaul services ("MRO") for a wide variety of aircraft accessories. As a result of the transaction, the Company recorded an after-tax loss of $12.8 million associated with the restructuring in the third quarter of fiscal 2019 attributable to the Engineered Products segment. The $12.8 million loss was comprised of $22.3 million of proceeds received less transaction costs of $1.7 million, charges associated with goodwill of $6.7 million, intangible assets of $20.4 million and other net assets of $10.3 million, partially offset by a $4.0 million tax benefit. The pre-tax loss of $16.8 million was recognized within other, net within the consolidated statement of operations. Prior to the transaction, the Franklin, IN division, which was previously included within Avborne Accessory Group, Inc., was transferred to a separate subsidiary of the Company named Airtomic LLC.

In the second quarter of fiscal 2018, the Company reached a decision to restructure its manufacturing operation in Montreal, Canada. After completing its obligations, the Company closed its RBC Canada location and consolidated certain residual assets into other locations. As a result, the Company recorded an after-tax charge of $5.6 million associated with the restructuring in the second quarter of fiscal 2018 attributable to the Engineered Products segment. The $5.6 million charge included a $1.3 million impairment of fixed assets and a $5.2 million impairment of intangible assets offset by a $0.9 million tax benefit. The impairment charges were recognized within other, net within the consolidated statement of operations. The Company determined that the market approach was the most appropriate method to estimate the fair value of the fixed assets using comparable sales data and actual quotes from potential buyers in the market place. The fixed assets were comprised of land, a building, machinery and equipment. The Company assessed the fair value of the intangible assets in accordance with ASC 360-10, which were comprised of customer relationships, product approvals, tradenames and trademarks. These fair value measurements were classified as Level 3 in the valuation hierarchy. In the third and fourth quarters of fiscal 2018, the Company incurred restructuring charges of $1.1 million and $0.1 million, respectively comprised primarily of employee termination costs and building maintenance costs. These costs were recorded within other, net within the consolidated statement of operations and are all attributable to the Engineered Products segment. The impact from restructuring in fiscal 2019 has been immaterial. The total cumulative impact resulting from the restructuring was $6.7 million in after-tax charges, all attributable to the Engineered Products segment.

Segment Information

We have four reportable product segments: Plain Bearings, Roller Bearings, Ball Bearings and Engineered Products. We use gross margin as the primary measurement to assess the financial performance of each reportable segment.

Plain Bearing Segment:

	Three Months Ended			
	December 29, 2018	**December 30, 2017**	**$ Change**	**% Change**
Total net sales	$ 79.3	$ 69.8	$ 9.5	13.7%
Gross margin	$ 31.9	$ 26.7	$ 5.2	19.7%
Gross margin %	40.3%	38.3%		
SG&A	$ 6.5	$ 6.4	$ 0.1	1.6%
% of segment net sales	8.2%	9.1%		

Net sales increased $9.5 million, or 13.7%, for the three months ended December 29, 2018 compared to the same period last year. Net sales for the three months ended December 29, 2018 were impacted by an increase of $0.3 million associated with the adoption of ASU 2014-09. The 13.7% increase was primarily driven by an increase of 14.5% in our aerospace markets and an 11.3% increase in our industrial markets. The increase in aerospace sales was mainly due to the commercial and defense OEM while the increase in industrial sales was driven by general industrial OEM.

Gross margin as a percent of sales increased to 40.3% for the third quarter of fiscal 2019 compared to 38.3% for the same period last year. The increase was primarily due to increased volume and favorable product mix.

	Nine Months Ended			
	December 29, 2018	December 30, 2017	$ Change	% Change
Total net sales	$ 235.3	$ 214.8	$ 20.5	9.5%
Gross margin	$ 93.4	$ 82.9	$ 10.5	12.6%
Gross margin %	39.7%	38.6%		
SG&A	$ 19.0	$ 19.1	$ (0.1)	(0.8)%
% of segment net sales	8.1%	8.9%		

Net sales increased $20.5 million, or 9.5%, for the nine months ended December 29, 2018 compared to the same period last year. Net sales for the nine months ended December 29, 2018 were impacted by an increase of $0.4 million associated with the adoption of ASU 2014-09. The 9.5% increase was primarily driven by an increase of 7.7% in our aerospace markets and an increase of 15.2% in the industrial markets. The increase in aerospace sales was mainly due to the commercial and defense aerospace OEM. The increase in industrial sales was mostly driven by general industrial OEM.

Gross margin as a percent of sales increased to 39.7% for the first nine months of fiscal 2019 compared to 38.6% for the same period last year. The increase was primarily due to increased sales during the period.

Roller Bearing Segment:

	Three Months Ended			
	December 29, 2018	December 30, 2017	$ Change	% Change
Total net sales	$ 34.8	$ 32.5	$ 2.3	7.3%
Gross margin	$ 14.6	$ 14.5	$ 0.1	1.2%
Gross margin %	42.0%	44.5%		
SG&A	$ 1.6	$ 1.6	$ 0.0	0.4%
% of segment net sales	4.5%	4.8%		

Net sales increased $2.3 million, or 7.3% for the three months ended December 29, 2018 compared to the same period last year. Our industrial markets increased 9.5%, while our aerospace markets increased 5.2%. The increase in industrial sales was primarily in our energy, mining and general industrial markets while the increases in aerospace were primarily in our commercial OEM markets.

Gross margin for the three months ended December 29, 2018 was $14.6 million, or 42.0% of sales, compared to $14.5 million, or 44.4%, in the comparable period in fiscal 2018. This decrease in the gross margin percentage was primarily due to product mix during the period.

	Nine Months Ended			
	December 29, 2018	December 30, 2017	$ Change	% Change
Total net sales	$ 107.7	$ 96.2	$ 11.5	11.9%
Gross margin	$ 45.9	$ 40.2	$ 5.7	14.1%
Gross margin %	42.6%	41.8%		
SG&A	$ 4.7	$ 4.8	$ (0.1)	(0.5)%
% of segment net sales	4.4%	5.0%		

Net sales increased $11.5 million, or 11.9%, for the nine months ended December 29, 2018 compared to the same period last year. Our industrial markets increased 13.8% while our aerospace markets increased by 10.1%. The increase in industrial sales was primarily due to energy and general industrial market activity while the increase in aerospace was driven by the commercial and defense OEM markets.

Gross margin for the nine months ended December 29, 2018 was $45.9 million, or 42.6% of sales, compared to $40.2 million, or 41.8%, in the comparable period in fiscal 2018. This increase in the gross margin percentage was primarily due to the increased sales and cost efficiencies achieved period over period.

Ball Bearing Segment:

	Three Months Ended			
	December 29, 2018	December 30, 2017	$ Change	% Change
Total net sales	$ 16.7	$ 16.5	$ 0.2	1.4%
Gross margin	$ 6.9	$ 7.0	$ (0.1)	(2.3)%
Gross margin %	41.0%	42.6%		
SG&A	$ 1.7	$ 1.7	$ (0.0)	(3.0)%
% of segment net sales	9.9%	10.3%		

Net sales increased $0.2 million, or 1.4%, for the third quarter of fiscal 2019 compared to the same period last year. Our aerospace markets increased 9.3% while our industrial markets decreased 2.1% during the period. The increase in aerospace sales was primarily in the defense OEM market. The decrease in industrial sales were primarily due to the general industrial markets.

Gross margin as a percent of sales decreased to 41.0% for the third quarter of fiscal 2019 compared to 42.6% for the same period last year. This decrease is primarily due to product mix during the three-month period.

	Nine Months Ended			
	December 29, 2018	**December 30, 2017**	**$ Change**	**% Change**
Total net sales	$ 52.8	$ 48.8	$ 4.0	8.4%
Gross margin	$ 21.5	$ 19.9	$ 1.6	8.1%
Gross margin %	40.8%	40.9%		
SG&A	$ 4.9	$ 5.0	$ (0.1)	(2.7)%
% of segment net sales	9.2%	10.3%		

Net sales increased $4.0 million, or 8.4%, for the nine months ended December 29, 2018 compared to the same period last year. Our industrial market sales increased 5.5% while sales to our aerospace markets increased 16.8%. The increase in industrial sales was mainly driven by semiconductor and general industrial while the increase in aerospace sales was primarily driven by the defense OEM market.

Gross margin as a percent of sales was 40.8% for the nine months ended December 29, 2018 compared to 40.9% for the same period last year.

Engineered Products Segment:

	Three Months Ended			
	December 29, 2018	**December 30, 2017**	**$ Change**	**% Change**
Total net sales	$ 40.6	$ 48.1	$ (7.5)	(15.6)%
Gross margin	$ 14.7	$ 16.6	$ (1.9)	(11.5)%
Gross margin %	36.2%	34.5%		
SG&A	$ 4.8	$ 5.3	$ (0.5)	(10.2)%
% of segment net sales	11.8%	11.1%		

Net sales decreased $7.5 million, or 15.6%, for the third quarter of fiscal 2019 compared to the same period last year. Net sales for the three months ended December 29, 2018 were affected by an increase of $0.8 million associated with the adoption of ASU 2014-09. Our aerospace markets decreased 25.4% while our industrial markets increased 3.3%. The decrease in aerospace sales was mainly due to maintenance, repair and overhaul revenue (MRO) services and defense and commercial OEM. The increase in industrial sales was primarily driven by marine activity. Organically, excluding RBC Canada and the Miami division, net sales decreased 3.9% for the three months ended December 29, 2018 compared to the same period last year.

Gross margin as a percent of sales increased to 36.2% for the third quarter of fiscal 2019 compared to 34.5% for the same period last year. This increase is primarily due to product mix.

	Nine Months Ended			
	December 29, 2018	**December 30, 2017**	**$ Change**	**% Change**
Total net sales	$ 124.5	$ 135.3	$ (10.8)	(8.0)%
Gross margin	$ 42.9	$ 45.7	$ (2.8)	(6.1)%
Gross margin %	34.4%	33.7%		
SG&A	$ 15.2	$ 15.7	$ (0.5)	(3.2)%
% of segment net sales	12.2%	11.6%		

Net sales decreased $10.8 million, or 8.0%, for the nine months ended December 29, 2018 compared to the same period last year. Net sales for the nine months ended December 29, 2018 were affected by an increase of $1.7 million associated with the adoption of ASU 2014-09. Our industrial markets increased 4.7% while our aerospace markets decreased 14.5%. The increase in industrial sales was driven by marine and general industrial activity. The decrease in aerospace sales was mainly due to commercial aerospace OEM partially offset by the defense OEM market. Organically, excluding RBC Canada and the Miami division, net sales increased 1.1% for the nine months ended December 29, 2018 compared to the same period last year.

Gross margin as a percent of sales increased to 34.4% for the nine months ended December 29, 2018 compared to 33.7% for the same period last year. The increase is primarily due to product mix.

Corporate:

	Three Months Ended			
	December 29, 2018	**December 30, 2017**	**$ Change**	**% Change**
SG&A	$ 14.7	$ 13.2	$ 1.5	11.1%
% of total net sales	8.5%	7.9%		

	Nine Months Ended			
	December 29, 2018	**December 30, 2017**	**$ Change**	**% Change**
SG&A	$ 44.2	$ 38.9	$ 5.3	13.7%
% of total net sales	8.5%	7.9%		

Corporate SG&A increased for both the third quarter and first nine months of fiscal 2019 compared to the same periods last year. This was primarily due to an increase in share-based compensation expenses and personnel-related costs.

Liquidity and Capital Resources

Our business is capital-intensive. Our capital requirements include manufacturing equipment and materials. In addition, we have historically fueled our growth in part through acquisitions. We have historically met our working capital, capital expenditure requirements and acquisition funding needs through our net cash flows provided by operations, various debt arrangements and sale of equity to investors. We believe that operating cash flows and available credit under the Revolver will provide adequate resources to fund internal and external growth initiatives for the foreseeable future.

Our ability to meet future working capital, capital expenditures and debt service requirements will depend on our future financial performance, which will be affected by a range of economic, competitive and business factors, particularly interest rates, cyclical changes in our end markets and prices for steel and our ability to pass through price increases on a timely basis, many of which are outside of our control. In addition, future acquisitions could have a significant impact on our liquidity position and our need for additional funds.

From time to time, we evaluate our existing facilities and operations and their strategic importance to us. If we determine that a given facility or operation does not have future strategic importance, we may sell, partially or completely, relocate production lines, consolidate or otherwise dispose of those operations. Although we believe our operations would not be materially impaired by such dispositions, relocations or consolidations, we could incur significant cash or non-cash charges in connection with them.

Liquidity

As of December 29, 2018, we had cash and cash equivalents of $81.7 million of which approximately $21.6 million was cash held by our foreign operations. During the third quarter of fiscal 2019, the Company made a one-time repatriation of $28.0 million in cash from the Company’s foreign operations. We expect that our undistributed foreign earnings will be re-invested indefinitely for working capital, internal growth and acquisitions for and by our foreign entities.

On December 31, 2018, the Company made a $40.0 million principal payment on the outstanding balance of the Revolver.

Credit Facility

In connection with the Sargent Aerospace & Defense acquisition on April 24, 2015, the Company entered into a credit agreement (the “Credit Agreement”) and related Guarantee, Pledge Agreement and Security Agreement with Wells Fargo Bank, National Association, as Administrative Agent, Collateral Agent, Swingline Lender and Letter of Credit Issuer, and the other lenders party thereto and terminated the Company’s prior credit agreement with JP Morgan. The Credit Agreement provides the Company with a $200.0 million term loan (the “Term Loan”) and a $350.0 million revolving credit facility (the “Revolver”). The Term Loan and the Revolver (the “Facilities”) expire on April 24, 2020.

Amounts outstanding under the Facilities generally bear interest at (a) a base rate determined by reference to the higher of (1) Wells Fargo’s prime lending rate, (2) the federal funds effective rate plus 1/2 of 1% and (3) the one-month LIBOR rate plus 1%, or (b) LIBOR plus a specified margin, depending on the type of borrowing being made. The applicable margin is based on the Company’s consolidated ratio of total net debt to consolidated EBITDA from time to time. Currently, the Company’s margin is 0.00% for base rate loans and 1.00% for LIBOR loans.

On May 31, 2018, the Company paid off the remaining balance of the Term Loan. $1.0 million in unamortized debt issuance costs associated with the Term Loan were written off at the time of payoff and were recorded within other non-operating expense on the consolidated statements of operations.

The Credit Agreement requires the Company to comply with various covenants, including among other things, financial covenants to maintain the following: (1) a ratio of consolidated net debt to adjusted EBITDA not greater than 3.50 to 1; and (2) a consolidated interest coverage ratio of at least 2.75 to 1. The Credit Agreement allows the Company to, among other things, make distributions to shareholders, repurchase its stock, incur other debt or liens, or acquire or dispose of assets provided that the Company complies with certain requirements and limitations of the Credit Agreement. As of December 29, 2018, the Company was in compliance with all such covenants.

The Company’s domestic subsidiaries are parties to a Guarantee to guarantee the Company’s obligations under the Credit Agreement. The Company’s obligations under the Credit Agreement and the domestic subsidiaries’ guarantee are secured by a pledge of substantially all of the domestic assets of the Company and its domestic subsidiaries.

Following the end of the third quarter of fiscal 2019, the Company amended the Credit Agreement. See Part II, Item 5 "Other Information" of this Quarterly Report.

Other Notes Payable

On October 1, 2012, one of our foreign divisions, Schaublin, purchased the land and building, that it occupied and had been leasing for 14.1 million CHF (approximately $14.9 million). Schaublin obtained a 20-year fixed-rate mortgage of 9.3 million CHF (approximately $9.9 million) at an interest rate of 2.9%. The balance of the purchase price of 4.8 million CHF (approximately $5.1 million) was paid from cash on hand. The balance on this mortgage as of December 29, 2018 was 6.4 million CHF, or $6.5 million.

Cash Flows

Nine-month Period Ended December 29, 2018 Compared to the Nine-month Period Ended December 30, 2017

The following table summarizes our cash flow activities:

	FY19	FY18	$ Change
Net cash provided by (used in):			
Operating activities	$ 79.0	$ 92.5	$ (13.5)
Investing activities	(5.0)	(20.5)	15.5
Financing activities	(44.4)	(68.6)	24.2
Effect of exchange rate changes on cash	(2.1)	1.5	(3.6)
Increase in cash and cash equivalents	$ 27.5	$ 4.9	$ 22.6

During fiscal 2019, we generated cash of $79.0 million from operating activities compared to generating cash of $92.5 million for fiscal 2018. The decrease of $13.5 million for fiscal 2019 was mainly a result of the unfavorable impact of a net change in operating assets and liabilities of $41.0 million offset by favorable changes in non-cash charges of $14.2 million and net income of $13.3 million. The unfavorable change in operating assets and liabilities was primarily the result of an increase in the amount of cash being used for working capital items as detailed in the table below, while the change in non-cash charges were primarily driven by an increase in restructuring charges of $11.2 million, an additional $1.8 million in share-based compensation charges, $0.8 million of additional depreciation, $0.3 million of additional amortization of intangible assets and $1.0 million from extinguishment of debt, offset by $0.5 million less deferred taxes, $0.3 million less amortization of deferred financing fees and a $0.1 million gain on disposal of assets compared to the same period in the prior year.

The following chart summarizes the unfavorable change in operating assets and liabilities of $41.0 million for fiscal 2019 versus fiscal 2018 and the favorable change of $2.0 million for fiscal 2018 versus fiscal 2017.

	FY19	FY18
Cash provided by (used in):		
Accounts receivable	$ (3.8)	$ (3.3)
Inventory	(19.9)	(4.7)
Prepaid expenses and other current assets	1.4	0.7
Other non-current assets	1.0	(1.0)
Accounts payable	(9.4)	7.6
Accrued expenses and other current liabilities	0.2	(5.5)
Other non-current liabilities	(10.5)	8.2
Total change in operating assets and liabilities:	$ (41.0)	$ 2.0

During fiscal 2019, we used $5.0 million for investing activities as compared to $20.5 million for fiscal 2018. This decrease in cash used was attributable to an increase of $8.7 million in capital expenditures offset by an additional $1.9 million of proceeds from the sale of assets and $22.3 million from the sale of the Miami division as compared to the first three quarters of fiscal 2018.

During fiscal 2019, we used $44.4 million from financing activities compared to using $68.6 million for fiscal 2018. This decrease in cash used was primarily attributable to $11.2 million of additional proceeds from the exercise of stock options during the first three quarters of fiscal 2019. Further, an additional $12.8 million was used for payments on the Facilities in fiscal 2018.

Capital Expenditures

Our capital expenditures were $29.2 million for the nine-month period ended December 29, 2018. In addition, we expect to make additional capital expenditures of $5.0 to $10.0 million during the last quarter of fiscal 2019 in connection with our existing business. We expect to fund fiscal 2019 capital expenditures principally through existing cash, internally generated funds and debt. We may also make substantial additional capital expenditures in connection with acquisitions.

Obligations and Commitments

The contractual obligations presented in the table below represent our estimates of future payments under fixed contractual obligations and commitments. Changes in our business needs, cancellation provisions and interest rates, as well as actions by third parties and other factors, may cause these estimates to change. Because these estimates are necessarily subjective, our actual payments in future periods are likely to vary from those presented in the table. The following table summarizes certain of our contractual obligations and principal and interest payments under our debt instruments and leases as of December 29, 2018:

	Payments Due By Period				
Contractual Obligations[1]	**Total**	**Less than 1 Year**	**1 to 3 Years**	**3 to 5 Years**	**More than 5 Years**
	(in thousands)				
Total debt	$ 115,752	$ 473	$ 110,196	$ 946	$ 4,137
Operating leases	20,033	5,384	7,816	5,952	881
Interest on debt[2]	6,448	4,031	1,609	269	539
Pension and postretirement benefits	18,768	1,875	3,837	3,839	9,217
Transition tax on unremitted foreign E&P[3]	8,433	733	1,467	2,108	4,125
Total contractual cash obligations	$ 169,434	$ 12,496	$ 124,925	$ 13,114	$ 18,899

(1) We cannot make a reasonably reliable estimate of when the unrecognized tax liability of $10.9 million, which includes interest and penalties, and is offset by deferred tax assets, will be paid to the respective taxing authorities. These obligations are therefore excluded from the above table.

(2) These amounts represent expected cash payments of interest on our variable rate long-term debt under our Facilities at the prevailing interest rates at December 29, 2018. They also include expected cash payments of interest on our 20-year fixed-rate mortgage at one of our foreign divisions.

(3) As discussed further in Note 10, “Income Taxes”, within Part II, Item 8, “Financial Statements and Supplementary Data”, the Tax Cuts and Jobs Acts (TCJA or “the Act”), which was enacted in December 2017, includes a transition tax on unremitted foreign earnings and profits (“E&P”). We have elected to pay the estimated amount above over an eight-year period.

Other Matters

Critical Accounting Policies and Estimates

Preparation of our financial statements requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses. We believe the most complex and sensitive judgments, because of their significance to our 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 the Notes to the Consolidated Financial Statements in our fiscal 2018 Annual Report on 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. There have been no significant changes in our critical accounting estimates during the first nine months of fiscal 2019 other than those described in Note 2 of the unaudited interim consolidated financial statements.

ITEM 3. Quantitative and Qualitative Disclosures About Market Risk

We are exposed to market risks that arise during the normal course of business from changes in interest rates and foreign currency exchange rates.

Interest Rates. We currently have variable rate debt outstanding under the Credit Agreement. We regularly evaluate the impact of interest rate changes on our net income and cash flow and take action to limit our exposure when appropriate.

Foreign Currency Exchange Rates. As a result of our operations in Europe, we are exposed to risk associated with fluctuating currency exchange rates between the U.S. dollar, the Euro, the Swiss Franc, the Polish Zloty and the Canadian Dollar. Our Swiss operations utilize the Swiss Franc as the functional currency, our French and German operations utilize the Euro as the functional currency, our Polish operations utilize the Polish Zloty as the functional currency and our Canadian operations utilize the Canadian Dollar as the functional currency. Foreign currency transaction gains and losses are included in earnings. Approximately 8% of our net sales were impacted by foreign currency fluctuations in the first nine months of fiscal 2019 compared to approximately 11% for the same period in fiscal 2018. We expect that this proportion is likely to increase as we seek to increase our penetration of foreign markets, particularly within the aerospace and defense markets. Foreign currency transaction exposure arises primarily from the transfer of foreign currency from one subsidiary to another within the group, and to foreign-currency-denominated trade receivables. Unrealized currency translation gains and losses are recognized upon translation of the foreign subsidiaries' balance sheets to U.S. dollars. Because our financial statements are denominated in U.S. dollars, changes in currency exchange rates between the U.S. dollar and other currencies have had, and will continue to have, an impact on our earnings. We periodically enter into derivative financial instruments in the form of forward exchange contracts to reduce the effect of fluctuations in exchange rates on certain third-party sales transactions denominated in non-functional currencies. Based on the accounting guidance related to derivatives and hedging activities, we record derivative financial instruments at fair value. For derivative financial instruments designated and qualifying as cash flow hedges, the effective portion of the gain or loss on these hedges is reported as a component of accumulated other comprehensive income, and is reclassified into earnings when the hedged transaction affects earnings. As of December 29, 2018, we had no derivatives.

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements.

ITEM 4. Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 (the “Exchange Act”)) as of December 29, 2018. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of December 29, 2018, our disclosure controls and procedures (1) were designed to ensure that information relating to the Company required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported to our Chief Executive Officer and Chief Financial Officer within the time periods specified in the rules and forms of the U.S. Securities and Exchange Commission (SEC), and (2) effectively provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. GAAP.

Changes in Internal Control over Financial Reporting

No change in our internal control over financial reporting occurred during the nine-month period ended December 29, 2018 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act).

PART II - OTHER INFORMATION

ITEM 1. Legal Proceedings

From time to time, we are involved in litigation and administrative proceedings that arise in the ordinary course of our business. We do not believe that any litigation or proceeding in which we are currently involved, either individually or in the aggregate, is likely to have a material adverse effect on our business, financial condition, operating results, cash flow or prospects.

ITEM 1A. Risk Factors

There have been no material changes to our risk factors and uncertainties during the nine-month period ended December 29, 2018. For a discussion of the Risk Factors, refer to Part I, Item 2, “Cautionary Statement As To Forward-Looking Information,” contained in this report and Part I, Item 1A, “Risk Factors,” contained in our Annual Report on Form 10-K for the period ended March 31, 2018.

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

Unregistered Sales of Equity Securities

None.

Use of Proceeds

Not applicable.

Issuer Purchases of Equity Securities

On February 7, 2013, our board of directors authorized us to repurchase up to $50.0 million of our common stock, from time to time on the open market, in block trade transactions and through privately negotiated transactions in compliance with SEC Rule 10b-18 depending on market conditions, alternative uses of capital and other relevant factors. Purchases may be commenced, suspended, or discontinued at any time without prior notice. Total share repurchases during the three months ended December 29, 2018 are as follows:

Period	Total number of shares purchased	Average price paid per share	Number of shares purchased as part of the publicly announced program	Approximate dollar value of shares still available to be purchased under the program (000's)
09/30/2018 – 10/27/2018	—	$ —	—	$ 17,312
10/28/2018 – 11/24/2018	—	—	—	17,312
11/25/2018 – 12/29/2018	7,911	149.22	7,911	$ 16,131
Total	7,911	$ 149.22	7,911	

ITEM 3. Defaults Upon Senior Securities

Not applicable.

ITEM 4. Mine Safety Disclosures

Not applicable.

ITEM 5. Other Information

On January 31, 2019, the Company amended the Credit Agreement with Wells Fargo Bank, National Association, as Administrative Agent, Collateral Agent, Swingline Lender and Letter of Credit Issuer, and the other lenders party thereto. The Credit Agreement as so amended (the "Amended Credit Agreement") now provides the Company with a $250.0 million revolving credit facility (the "New Revolver"). The New Revolver expires on January 31, 2024.

Amounts outstanding under the New Revolver generally bear interest at (a) a base rate determined by reference to the higher of (1) Wells Fargo's prime lending rate, (2) the federal funds effective rate plus 1/2 of 1% and (3) the one-month LIBOR rate plus 1%, or (b) LIBOR plus a specified margin, depending on the type of borrowing being made. The applicable margin is based on the Company's consolidated ratio of total net debt to consolidated EBITDA from time to time. Currently, the Company's margin is 0.00% for base rate loans and 0.75% for LIBOR loans.

The Amended Credit Agreement requires the Company to comply with various covenants, including among other things, a financial covenant to maintain a ratio of consolidated net debt to adjusted EBITDA not greater than 3.50 to 1. The Amended Credit Agreement allows the Company to, among other things, make distributions to shareholders, repurchase its stock, incur other debt or liens, or acquire or dispose of assets provided that the Company complies with certain requirements and limitations of the Amended Credit Agreement. The Company is currently in compliance with all such covenants.

The Company's domestic subsidiaries are parties to a Guarantee to guarantee the Company's obligations under the Amended Credit Agreement. The Company's obligations under the Amended Credit Agreement and the domestic subsidiaries' guarantee are secured by a pledge of substantially all of the domestic assets of the Company and its domestic subsidiaries.

The Company maintains a variety of relationships with a number of the lenders that are parties to the Amended Credit Agreement, including comprehensive banking services that involve the majority of the Company's treasury receipt and disbursement operations, foreign currency borrowing arrangements, letter of credit and foreign exchange needs.

The representations and warranties contained in the Amended Credit Agreement were made solely for the benefit of the parties to the Amended Credit Agreement and may not be relied upon by the Company's investors; investors should not view those representations and warranties as characterizations of the actual state of facts or conditions with respect to the Company. The above summary of the Amended Credit Agreement is qualified in its entirety by reference to the full text of (i) the Credit Agreement, a complete copy of which was filed as Exhibit 10.1 to the Company's Form 8-K dated April 24, 2015, and (ii) the January 31, 2019 amendment to the Credit Agreement, a complete copy of which is attached hereto as Exhibit 10.01, both of which are hereby incorporated by reference herein.

ITEM 6. Exhibits

Exhibit Number	Exhibit Description
10.01	Amendment No. 1 dated as of January 31, 2019 among Roller Bearing Company of America, Inc. as Borrower, RBC Bearings Incorporated and the other parties and lenders thereto amending the Credit Agreement dated as of April 24, 2015.
31.01	Certification of Chief Executive Officer Pursuant to Securities Exchange Act Rule 13a-14(a).
31.02	Certification of Chief Financial Officer Pursuant to Securities Exchange Act Rule 13a-14(a).
32.01	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350 and Securities Exchange Act Rule 13a-14(b).*
32.02	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350 and Securities Exchange Act Rule 13a-14(b).*
101.INS	XBRL Instance Document.
101.SCH	XBRL Taxonomy Extension Schema Document.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.

---

* This certification accompanies this Quarterly Report on Form 10-Q, is not deemed filed with the SEC and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act (whether made before or after the date of this Quarterly Report on Form 10-Q), irrespective of any general incorporation language contained in such filing.

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.

RBC Bearings Incorporated
(Registrant)

By: /s/ Michael J. Hartnett
Name: Michael J. Hartnett
Title: Chief Executive Officer
Date: February 5, 2019

By: /s/ Daniel A. Bergeron
Name: Daniel A. Bergeron
Title: Chief Financial Officer and Chief Operating Officer
Date: February 5, 2019

EXHIBIT INDEX

Exhibit Number	Exhibit Description
10.01	Amendment No. 1 dated as of January 31, 2019 among Roller Bearing Company of America, Inc. as Borrower, RBC Bearings Incorporated and the other parties and lenders thereto amending the Credit Agreement dated as of April 24, 2015.
31.01	Certification of Chief Executive Officer Pursuant to Securities Exchange Act Rule 13a-14(a).
31.02	Certification of Chief Financial Officer Pursuant to Securities Exchange Act Rule 13a-14(a).
32.01	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350 and Securities Exchange Act Rule 13a-14(b).*
32.02	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350 and Securities Exchange Act Rule 13a-14(b).*
101.INS	XBRL Instance Document.
101.SCH	XBRL Taxonomy Extension Schema Document.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.

* This certification accompanies this Quarterly Report on Form 10-Q, is not deemed filed with the SEC and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of this Quarterly Report on Form 10-Q), irrespective of any general incorporation language contained in such filing.

Exhibit 10.01

EXECUTION VERSION

AMENDMENT NO. 1

AMENDMENT NO. 1, dated as of January 31, 2019 (this "**Amendment**"), among **ROLLER BEARING COMPANY OF AMERICA, INC.**, a Delaware corporation (the "**Borrower**"), **RBC BEARINGS INCORPORATED**, a Delaware corporation ("**Holdings**"), the other Credit Parties, the Lenders party hereto and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**"), to the Credit Agreement dated as of April 24, 2015 (as amended, restated, amended and restated or otherwise modified from time to time prior to the date hereof, the "**Credit Agreement**"), by and among the Borrower, Holdings, the Administrative Agent, the Collateral Agent, the Swingline Lender, Letter of Credit Issuer and the Lenders referred to therein (the "**Existing Lenders**"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

WHEREAS, the Borrower desires to amend the Credit Agreement to, among other things, (i) refinance the existing Revolving Credit Loans (the "**Original Revolving Credit Loans**") and the existing Revolving Credit Commitments (the "**Original Revolving Credit Commitments**") outstanding immediately prior to the Amendment No. 1 Effective Date (as defined below), with a new senior secured revolving credit facility in an aggregate principal amount of $250,000,000 (the "**New Revolving Credit Facility**", and Revolving Credit Loans thereunder, the "**New Revolving Credit Loans**" and the commitments thereunder, the "**New Revolving Credit Commitments**"), pursuant to Section 2.15 of the Credit Agreement on the terms set forth herein and (ii) permanently terminate all Original Revolving Commitments and prepay all Original Revolving Credit Loans;

WHEREAS, subject to the terms herein, each Person party hereto who has delivered a signature page as a Lender agreeing to provide New Revolving Credit Loans and New Revolving Credit Commitments (each such Person who is an Existing Lender, a "**Continuing Lender**"; each such Person who is not an Existing Lender, an "**Additional Lender**"; and each Continuing Lender and Additional Lender, a "**New Revolving Credit Lender**") has agreed to provide New Revolving Credit Commitments in the amount set forth next to its name in Schedule 1.1(c) hereto. Any Lender holding Original Revolving Credit Loans and Original Revolving Credit Commitments immediately prior to the effectiveness of this Amendment that is not a New Revolving Credit Lender is referred to herein as an "**Exiting Lender**". In the event that any Lender is a Continuing Lender but receives an allocation of New Revolving Credit Commitments and New Revolving Credit Loans in an amount less than the amount of its Original Revolving Credit Commitments and Original Revolving Credit Loans, such Lender shall be considered an Exiting Lender with respect to the difference between the amount of its Original Revolving Credit Loans and the allocated amount of its New Revolving Credit Loans;

WHEREAS, as of the Amendment No. 1 Effective Date, there are no outstanding Term Loans under the Credit Agreement; and

WHEREAS, Wells Fargo Securities, LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated (together with their respective designated affiliates, the "**Lead Arrangers**") are acting as the sole joint lead arrangers and bookrunners in connection with this Amendment;

NOW, THEREFORE, in consideration of the premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. **Amendments.** Each party hereto agrees that, effective as of the Amendment No. 1 Effective Date, the Credit Agreement is hereby amended as follows:

(a) The following defined terms shall be added to Section 1.1 of the Credit Agreement in alphabetical order:

i. "**Amendment No. 1**" shall mean Amendment No. 1 to this Agreement dated as of the Amendment No. 1 Effective Date.

ii. "**Amendment No. 1 Effective Date**" shall mean January 31, 2019.

iii. **"Amendment No. 1 Arrangers" s**hall mean Wells Fargo Securities, LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as joint lead arrangers and bookrunners for Amendment No. 1.

iv. **"Amendment No. 1 Co-Documentation Agents"** shall mean Keybank National Association and Citizens Bank, N.A., as co-documentation agents for Amendment No. 1.

v. **"Amendment No. 1 Syndication Agent"** shall mean Bank of America, N.A., as syndication agent for Amendment No. 1.

vi. "**Bail-In Action**" shall mean the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

vii. "**Bail-In Legislation**" shall mean, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

viii. "**Beneficial Ownership Certification**" shall mean a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

ix. "**Beneficial Ownership Regulation**" shall mean 31 C.F.R. § 1010.230.

x. "**Benefit Plan**" shall mean any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

xi. "**Delaware LLC**" shall mean any limited liability company organized or formed under the laws of the State of Delaware.

xii. "**Delaware Divided LLC**" shall mean any Delaware LLC which has been formed upon the consummation of a Delaware LLC Division.

xiii. "**Delaware LLC Division**" shall mean the statutory division of any Delaware LLC into two or more Delaware LLCs pursuant to Section 18-217 of the Delaware Limited Liability Company Act.

xiv. "**EEA Financial Institution**" shall mean (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

xv. "**EEA Member Country**" shall mean any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

xvi. "**EEA Resolution Authority**" shall mean any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

xvii. "**EU Bail-In Legislation Schedule**" shall mean the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

xviii. "**PTE**" shall mean a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

xix. "**Replacement Rate**" shall have the meaning provided in Section 2.10(d).

xx. "**Write-Down and Conversion Powers**" shall mean, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

(b) Section 1.1 of the Credit Agreement is amended by restating each of the following definitions therein as follows:

i. **"Co-Documentation Agents"** shall mean the Amendment No. 1 Co-Documentation Agents.

ii. "**Consolidated Senior Secured Debt to Consolidated EBITDA Ratio**" shall mean, as of any date of determination, the ratio of (1) Consolidated Senior Secured Debt as of such date of determination, minus (x) all domestic U.S. cash and Cash Equivalents of Holdings and its Restricted Subsidiaries and (y) 100% of the aggregate amount of cash and Cash Equivalents in accounts of Holdings and its Restricted Subsidiaries outside of the United States, in each case, other than cash and Cash Equivalents listed as "restricted cash" on the consolidated balance sheet of Holdings and the Restricted Subsidiaries to (2) Consolidated EBITDA of Holdings for the Test Period then last ended.

iii. “**Consolidated Total Debt to Consolidated EBITDA Ratio**” shall mean, as of any date of determination, the ratio of (a) Consolidated Total Debt as of such date of determination, minus (x) all domestic U.S. cash and Cash Equivalents of Holdings and its Restricted Subsidiaries and (y) 100% of the aggregate amount of cash and Cash Equivalents in accounts of Holdings and its Restricted Subsidiaries outside of the United States, in each case, other than cash and Cash Equivalents listed as “restricted cash” on the consolidated balance sheet of Holdings and the Restricted Subsidiaries to (b) Consolidated EBITDA of Holdings for the Test Period then last ended.

iv. “**Existing Letters of Credit**” shall mean each letter of credit existing on the Amendment No. 1 Effective Date and identified on Schedule 1.1(a) of Amendment No. 1.

v. “**Joint Lead Arrangers and Bookrunners**” shall mean the Amendment No. 1 Arrangers.

vi. “**Letter of Credit Commitment**” shall mean, with respect to each Letter of Credit Issuer, the commitment of such Letter of Credit Issuer to issue Letters of Credit up to the amount set forth opposite the name of such Letter of Credit Issuer on Schedule 1.1(c) or such larger amount for all Letters of Credit Commitments made in aggregate not to exceed the lesser of $25,000,000 and the Revolving Credit Commitment as the Administrative Agent and the applicable Letter of Credit Issuer may agree.

vii. “**Letter of Credit Issuer**” shall mean (a) Wells Fargo Bank, National Association, solely with respect to the Existing Letters of Credit listed on Schedule 1.1(a) of Amendment No. 1 through, and including, their respective final expiry dates and for so long as such Existing Letters of Credit are issued and outstanding, (b) Wells Fargo Bank, National Association and each other Revolving Credit Lender with a Letter of Credit Commitment, and (c) in each case, any of their respective Affiliates or any replacement, additional bank or successor pursuant to Section 3.6. A Letter of Credit Issuer may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of the Letter of Credit Issuer, and in each such case the term “Letter of Credit Issuer” shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate. In the event that there is more than one Letter of Credit Issuer at any time, references herein and in the other Credit Documents to the Letter of Credit Issuer shall be deemed to refer to the Letter of Credit Issuer in respect of the applicable Letter of Credit or to all Letter of Credit Issuers, as the context requires.

viii. “**Revolving Credit Maturity Date**” shall mean January 31, 2024, or if such date is not a Business Day, the next preceding Business Day.

ix. “**Sanctions**” means economic or financial sanctions administered or enforced from time to time by (a) the U.S. government, including those administered by the U.S. Department of the Treasury, Office of Foreign Assets Control or the U.S. Department of State or (b) the United Nations Security Council, the European Union, any European Union member state or Her Majesty’s Treasury of the United Kingdom or other relevant sanctions authority.

x. “**Sanctioned Person**” shall mean an individual or entity that is, or any entity owned or controlled by, any individual or entity that is (a) designated on any Sanctions list, (b) located, organized or resident in any Sanctioned Country or (c) otherwise the subject of Sanctions.

xi. “**Senior Secured Leverage Test**” shall mean, as of any date of determination, with respect to the last day of the most recently ended Test Period, the Consolidated Senior Secured Debt to Consolidated EBITDA Ratio shall be no greater than 3.50 to 1.00.

xii. “**Syndication Agent**” shall mean the Amendment No. 1 Syndication Agent.

(c) The definition of “Applicable Margin” in Section 1.1 of the Credit Agreement is amended by replacing clause (i) and the table thereof with the following:

“(i) (a) until delivery of financial statements and a related Compliance Certificate for the first full fiscal quarter commencing on or after the Amendment No. 1 Effective Date, in connection with the Revolving Credit Loans and Swingline Loans, (x) for LIBOR Loans, 0.75%, (y) for ABR Loans, 0.00% and (z) for Letter of Credit Fees, 0.75% per annum, and (b) thereafter, in connection with the Revolving Credit Loans and Swingline Loans, the percentages per annum set forth in the table below, based upon the Consolidated Total Debt to Consolidated EBITDA Ratio as set forth in the most recent Compliance Certificate received by the Administrative Agent pursuant to Section 9.1(d):

Pricing Level	Consolidated Total Debt to Consolidated EBITDA Ratio	Letter of Credit Fees	ABR Loans	LIBOR Loans
I	≥ 3.50x	1.75%	0.75%	1.75%
II	< 3.50x but ≥ 2.75x	1.50%	0.50%	1.50%
III	< 2.75x but ≥ 2.0x	1.25%	0.25%	1.25%
IV	< 2.0x but ≥ 1.25x	1.00%	0.00%	1.00%
V	< 1.25x	0.75%	0.00%	0.75%”

(d) The cover page to the Credit Agreement is amended and restated in its entirety with the cover page attached hereto as Exhibit A.

(e) Section 1.1 of the Credit Agreement is amended by adding a new proviso at the end of the definition of “Federal Funds Effective Rate” as follows:

“; provided, further, that the Federal Funds Effective Rate shall not be less than 0% per annum.”

(f) Section 1.1 of the Credit Agreement is amended by replacing the first proviso in the definition of “LIBOR Rate” with the following:

"provided, that if any such rate (including, without limitation, any Replacement Rate with respect thereto) shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement."

(g) Section 1.1 of the Credit Agreement is amended by deleting "or" and inserting a comma before subclause (v) in "Lender Default" and adding a new subsection (vi) therein as follows:

"or (vi) a Lender has become the subject of a Bail-In Action."

(h) Section 2.10 of the Credit Agreement is amended by relabeling the existing clause (d) as clause (e) and adding the following new clause (d) before such clause (e):

"(d) Notwithstanding anything to the contrary in Sections 2.10(a) and (b) above, if the Administrative Agent has made the determination (such determination to be conclusive absent manifest error) that (i) the circumstances described in Section 2.10(a)(i) have arisen and that such circumstances are unlikely to be temporary, (ii) any applicable interest rate specified herein is no longer a widely recognized benchmark rate for newly originated loans in the U.S. syndicated loan market in the applicable currency, (iii) the applicable supervisor or administrator (if any) of any applicable interest rate specified herein or any Governmental Authority having, or purporting to have, jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which any applicable interest rate specified herein shall no longer be used for determining interest rates for loans in the U.S. syndicated loan market in the applicable currency or (iv) syndicated loans currently being executed, or that include language similar to that contained in this Section 2.10(d) are being executed or amended (as applicable) to incorporate or adopt a new benchmark interest rate to replace the LIBOR Rate, then the Administrative Agent may, to the extent practicable (in consultation with the Borrower and as determined by the Administrative Agent to be generally in accordance with similar situations in other transactions in which it is serving as administrative agent or otherwise consistent with market practice generally), establish a replacement interest rate (the "**Replacement Rate**"), in which case, the Replacement Rate shall, subject to the next two sentences, replace such applicable interest rate for all purposes under the Credit Documents unless and until (A) an event described in Section 2.10(a)(i), (d)(i), (d)(ii) or (d)(iii) occurs with respect to the Replacement Rate or (B) the Administrative Agent (or the Required Lenders through the Administrative Agent) notifies the Borrower that the Replacement Rate does not adequately and fairly reflect the cost to the Lenders of funding the Loans bearing interest at the Replacement Rate. In connection with the establishment and application of the Replacement Rate, this Agreement and the other Credit Documents shall be amended solely with the consent of the Administrative Agent and the Borrower, as may be necessary or appropriate, in the opinion of the Administrative Agent, to effect the provisions of this Section 2.10(d). Notwithstanding anything to the contrary in this Agreement or the other Credit Documents (including, without limitation, Section 13.1), such amendment shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within five (5) Business Days of the delivery of such amendment to the Lenders, written notices from such Lenders that in the aggregate constitute Required Lenders, with each such notice stating that such Lender objects to such amendment. To the extent the Replacement Rate is approved by the Administrative Agent in connection with this clause (d), the Replacement Rate shall be applied in a manner consistent with market practice; provided that, in each case, to the extent such market practice is not administratively feasible for the Administrative Agent, such Replacement Rate shall be applied as otherwise reasonably determined by the Administrative Agent (it being understood that any such modification by the Administrative Agent shall not require the consent of, or consultation with, any of the Lenders)."

(i) Section 8 of the Credit Agreement is amended by adding a new subsection (8.23) as follows:

"Section 8.23 Beneficial Ownership Certification. As of the Amendment No. 1 Effective Date, the information included in the Beneficial Ownership Certification is true and correct in all respects."

(j) Section 8.2 of the Credit Agreement is amended by adding the following sentence at the end of the paragraph therein:

"No Credit Party is an EEA Financial Institution."

(k) Section 8.20 of the Credit Agreement is amended and restated in its entirety as follows:

Section 8.20 Anti-Terrorism; Anti-Money Laundering. No Credit Party nor any of its Restricted Subsidiaries or, to their knowledge, any of their Related Parties (i) is in material violation of any Sanctions, the Trading with the Enemy Act or the International Emergency Economic Powers Act, both, as amended, or the PATRIOT Act (collectively, the "Anti-Terrorism Laws") or (ii) is a Sanctioned Person. No part of the proceeds of any Credit Event hereunder will be used directly or to the knowledge of a Credit Party, indirectly to fund any operations in, finance any investments or activities in or make any payments to, a Sanctioned Person or a Sanctioned Country, or in any other manner that will result in any violation by any Person (including any Lender, the Joint Lead Arrangers and Bookrunners, the Administrative Agent, the Letter of Credit Issuers or the Swingline Lender) of any Sanctions or Anti-Terrorism Laws applicable to Holdings or such Restricted Subsidiary. Each Credit Party has implemented and maintains in effect policies and procedures designed to ensure compliance by each Credit Party, their respective Subsidiaries and Related Parties with applicable Sanctions and each Credit Party and Related Parties are in compliance with Anti-Terrorism Laws in all material respects.

(l) Section 9.1 of the Credit Agreement is amended by adding a new subsection (i) as follows:

"(i) Patriot Act or Beneficial Ownership Regulation. Promptly following any request therefor, information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act and the Beneficial Ownership Regulation and prompt notice to the Lenders of any change in the information provided in the Beneficial Ownership Certificate that would result in a change to the list of beneficial owners identified in such certificate."

(m) Section 9.6 of the Credit Agreement is amended by replacing the following phrase "laws administered by OFAC and the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations promulgated thereunder" with the following phrase "Sanctions and Anti-Corruption Laws".

(n) Section 9.11 of the Credit Agreement is amended by replacing the second parenthetical thereto with "(including pursuant to a Permitted Acquisition, including, without limitation, upon the formation of any Subsidiary that is a Delaware Divided LLC)".

(o) Section 10.1 of the Credit Agreement is amended by replacing “$70,000,000” in subsection (r) with “$100,000,000”.

(p) The first paragraph of Section 10.3 of the Credit Agreement is amended by inserting the following phrase “(including, in each case, pursuant to a Delaware LLC Division)” before “, except that”.

(q) Section 10.7 of the Credit Agreement is amended by deleting the letter “(a)” and the following language “and (b) the Consolidated Interest Coverage Ratio as of the last day of any Test Period to be less than 2.75 to 1.00”.

(r) The Credit Agreement is amended by adding a new Section 12.13 therein as follows:

“Section 12.13 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and each other Joint Lead Arranger and Bookrunner and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Credit Party, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender’s entrance into, participations in, administration of and performance of the Loans, the Letters of Credit, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of subsections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, (I) unless subclause (i) in the immediately preceding clause (a) is true with respect to a Lender or (II) if such subclause (i) is not true with respect to a Lender and such Lender has not provided another representation, warranty and covenant as provided in subclause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and each other Joint Lead Arranger and Bookrunner and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Credit Party, that none of the Administrative Agent or any other Joint Lead Arranger and Bookrunner or any of their respective Affiliates is a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Credit Document or any documents related hereto or thereto)."

(s) Section 13.1 of the Credit Agreement is amended by replacing the last paragraph therein as follows:

"Notwithstanding anything herein to the contrary the Credit Documents may be amended to (i) add syndication or documentation agents and make customary changes and references related thereto, (ii) add or modify "parallel debt" language in any jurisdiction in favor of the Collateral Agent or add Collateral Agents and (iii) as the Administrative Agent reasonably determines appropriate in order to implement any Replacement Rate or otherwise effectuate the terms of Section 2.10(d) in accordance with the terms of Section 2.10(d), in each case (i), (ii) and (iii) with the consent of only the Borrower and the Administrative Agent and in the case of (ii) the Collateral Agent."

(t) Section 13.16 of the Credit Agreement is amended by replacing the second to last sentence therein as follows:

"Each Lender, the Administrative Agent and each other Agent agrees that it will not provide to prospective Transferees or to any pledgee referred to in Section 13.6 or to actual or prospective, direct or indirect, contractual counterparties (or its advisors) in any swap, derivative or securitization transactions to be entered into in connection with the Borrower and its obligations, or to any credit insurance provider relating to the Borrower and its obligations, any of the Confidential Information unless such Person is advised of and agrees to be bound by the provisions of this Section 13.16 or confidentiality provisions at least as restrictive as those set forth in this Section 13.16."

(u) The Credit Agreement is amended by adding a new Section 13.22 therein as follows:

"Section 13.22. Acknowledgement and Consent to Bail-In of EEA Financial Institutions.

Notwithstanding anything to the contrary in any Credit Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Credit Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Credit Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority."

Section 2. New Revolving Credit Commitments.

(a) The Borrower and each New Revolving Credit Lender hereby agree that, subject to the satisfaction of the conditions in Section 4 hereof, on the Amendment No. 1 Effective Date (and for the avoidance of doubt, after giving effect to the amendments set forth in Section 1), the New Revolving Credit Commitment of such New Revolving Credit Lender shall become effective and the Original Revolving Credit Commitments being replaced pursuant to Section 2.15 of the Credit Agreement shall be considered permanently terminated. Pursuant to Section 2.15 of the Credit Agreement, the New Revolving Credit Commitments shall be Revolving Credit Commitments for all purposes under the Credit Agreement and each of the other Credit Documents and shall have terms identical to the Original Revolving Credit Commitments outstanding under the Credit Agreement immediately prior to the date hereof (but after giving effect to all amendments hereunder).

(b) Each New Revolving Credit Lender acknowledges and agrees that, upon the Amendment No. 1 Effective Date, such New Revolving Credit Lender shall be a "Lender" under, and for all purposes of, the Credit Agreement and the other Credit Documents, and shall be subject to and bound by the terms thereof, and shall perform all the obligations of and shall have all rights of a Lender thereunder.

(c) After giving effect to such New Revolving Credit Commitments, the Revolving Credit Commitment of each Revolving Credit Lender shall be as set forth on Schedule 1.1(c) hereto (and such Schedule 1.1(c) shall supersede any previous Schedule 1.1(c) to the Credit Agreement).

(d) The Borrower shall prepay in full the outstanding principal amount of any Revolving Credit Loans outstanding immediately prior to the Amendment No. 1 Effective Date, together with all accrued and unpaid interest thereon and all accrued and unpaid fees in respect of the Revolving Credit Commitments outstanding immediately prior to the Amendment No. 1 Effective Date with the proceeds of the New Revolving Credit Loans. Any Letters of Credit outstanding immediately prior to the Amendment No. 1 Effective Date shall be deemed to be issued under the New Revolving Credit Commitments.

Section 3. **Representations and Warranties.** The Credit Parties represent and warrant to the Lenders and the Administrative Agent as of the Amendment No. 1 Effective Date that:

(a) At the time of and immediately after giving effect to this Amendment, the representations and warranties set forth in the Credit Documents are true and correct in all material respects (or if qualified by "materiality," "material adverse effect" or similar language, in all respects (after giving effect to such qualification) with the same effect as if made on the Amendment No. 1 Effective Date (except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date).

(b) At the time of and immediately after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

Section 4. **Conditions to Effectiveness.** This Amendment shall become effective on the date (the "**Amendment No. 1 Effective Date**") on which:

(a) the Administrative Agent (or its counsel) shall have received from the Credit Parties and each New Revolving Credit Lender, a counterpart of this Amendment signed on behalf of each such party;

(b) the Administrative Agent (or its counsel) shall have received the following (or their equivalent), each (other than with respect to clause (iv)) certified by the secretary or assistant secretary of each Credit Party as of the Amendment No. 1 Effective Date to be true and correct and in force and effect pursuant to a certificate in a form reasonably satisfactory to the Administrative Agent: (i) a copy of the resolutions of the board of directors of each Credit Party (or a comparable governing body thereof) authorizing (a) the execution, delivery and performance of this Amendment (including the transactions contemplated herein) and authorizing execution and delivery hereof and (b) in the case of the Borrower, the extensions of credit contemplated hereunder, (ii) the Certificate of Incorporation and By-Laws, Certificate of Formation and Operating Agreement or other comparable organizational documents, as applicable, of each Credit Party, (iii) signature and incumbency certificates (or other comparable documents evidencing the same) of the Authorized Officers of each Credit Party executing the Credit Documents to which it is a party and (iv) copies, where applicable, of a certificate of good standing of each Credit Party in its state of organization, certified as of a recent date by the appropriate Governmental Authorities of the applicable state of organization;

(c) the representations and warranties set forth in Section 3 hereof shall be true and correct and the Administrative Agent shall have received a certificate of a responsible officer to such effect;

(d) the Administrative Agent shall have received legal opinions of (A) Kirkland & Ellis LLP, as counsel to the Credit Parties, (B) Parker Poe Adams & Bernstein LLP, as South Carolina counsel to the Credit Parties and (C) Bingham Greenebaum Doll LLP, as Ohio counsel to the Credit Parties, in each case in form and substance reasonably acceptable to the Administrative Agent;

(e) the Administrative Agent shall have received a certificate, in form and substance reasonably satisfactory to it, of a responsible officer certifying that immediately after giving effect to this Amendment, Holdings and its Restricted Subsidiaries taken as a whole are Solvent as of the Amendment No. 1 Effective Date;

(f) the Borrower shall have paid (i) all fees required to be paid on the Amendment No. 1 Effective Date pursuant to the Engagement Letter, dated as of December 21, 2018 (the "**Engagement Letter**"), among the Borrower, Wells Fargo Securities, LLC, Wells Fargo Bank, National Association and Merrill Lynch, Pierce, Fenner & Smith Incorporated and (ii) all fees and expenses due and payable pursuant to Section 5 hereof;

(g) any Original Revolving Credit Loans outstanding immediately prior to the Amendment No. 1 Effective Date under the Original Revolving Credit Commitments shall be repaid with the proceeds of the New Revolving Credit Loans under the New Revolving Credit Commitments and the Original Revolving Credit Commitments shall be terminated substantially simultaneously with the effectiveness of this Amendment and the Borrower shall have delivered a prepayment notice with respect to such repayment as required by Section 5.1 of the Credit Agreement;

(h) the Borrower shall have provided a Notice of Borrowing for any New Revolving Credit Loans borrowed on the Amendment No. 1 Effective Date;

(i) to the extent requested by the Administrative Agent or any Lender not less than five (5) days prior to the Amendment No. 1 Effective Date, the Administrative Agent and such Lenders shall have received (i) a certification regarding beneficial ownership as required under 31 C.F.R. § 1010.230 in relation to the Borrower and (ii) the documentation and other information so requested in connection with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act; and

(j) the results of confirmatory searches of the UCC filings and of tax and judgment lien searches for each Credit Party.

Section 5. **Fees and Expenses.** The Borrower agrees to (a) reimburse the Administrative Agent and the Lead Arrangers for the reasonable and documented out-of-pocket expenses incurred by it in connection with this Amendment, including the reasonable and documented fees, charges and disbursements of Cahill Gordon & Reindel LLP, counsel for the Administrative Agent, (b) on the Amendment No. 1 Effective Date, pay the Administrative Agent an upfront fee, for the accounts of the New Revolving Credit Lenders, an amount equal to (i) 0.125% of the aggregate principal amount of their New Revolving Credit Commitments that does not exceed their Original Revolving Credit Commitments immediately prior to the Amendment No. 1 Effective Date, and (ii) 0.175% of the aggregate principal amount of (x) the excess of the New Revolving Credit Commitments held by a Continuing Lender on the Amendment No. 1 Effective Date over such Continuing Lender's Original Revolving Credit Commitments immediately prior to the Amendment No. 1 Effective Date and (y) with respect to any Additional Lender, the New Revolving Credit Commitments held by any such Additional Lender on the Amendment No. 1 Effective Date (for the avoidance of doubt, the upfront fees referenced in clauses (b)(i) and (b)(ii) represent the upfront fees payable pursuant to Section 4 of the Engagement Letter and shall not be paid in addition to such fees).

Section 6. **Counterparts.** This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Amendment signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

Section 7. **Applicable Law.** THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 8. **Headings.** The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

Section 9. **Effect of Amendment.** On and after the effectiveness of this Amendment, each reference in the Credit Agreement to "this Credit Agreement", "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in the Notes and each of the other Credit Documents to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement, as amended or waived by this Amendment. The Credit Agreement, the Notes and each of the other Credit Documents, as specifically amended or waived by this Amendment, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Administrative Agent under the Credit Agreement or any other Credit Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other provision of the Credit Agreement or any other Credit Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. The parties hereto expressly acknowledge that it is not their intention that this Amendment or any of the other Credit Documents executed or delivered pursuant hereto constitute a novation of any of the obligations, covenants or agreements contained in the Credit Agreement or any other Credit Document, but rather constitute a modification thereof pursuant to the terms contained herein. This Amendment constitutes a Credit Document.

Section 10. **Acknowledgement and Consent**. (a) Each Guarantor hereby acknowledges that it has reviewed the terms and provisions of the Credit Agreement and this Amendment and consents to the amendments of the Credit Agreement effected pursuant to this Amendment. Each Guarantor hereby confirms that each Credit Document to which it is a party or otherwise bound will continue to guarantee, to the fullest extent possible of a Credit Party in accordance with the Credit Documents, the payment and performance of all "Obligations" under each of the Credit Documents to which it is a party (in each case as such term is defined in the applicable Credit Document).

(b) Each Guarantor acknowledges and agrees that any of the Credit Documents to which it is a party or otherwise bound shall continue in full force and effect and that all of its obligations thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Amendment.

(c) Each Guarantor acknowledges and agrees that (i) notwithstanding the conditions to effectiveness set forth in this Amendment, such Guarantor is not required by the terms of the Credit Agreement or any other Credit Document to consent to the amendments to the Credit Agreement effected pursuant to this Amendment and (ii) nothing in the Credit Agreement, this Amendment or any other Credit Document shall be deemed to require the consent of such Guarantor to any future amendments to the Credit Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

ROLLER BEARING COMPANY OF AMERICA, INC., as Borrower

By: /s/ Daniel Bergeron
Daniel A. Bergeron
Vice President, Chief Operating Officer
and Chief Financial Officer

RBC BEARINGS INCORPORATED, as Holdings

By: /s/ Daniel Bergeron
Daniel A. Bergeron
Vice President, Chief Operating Officer and Chief Financial Officer

Airtomic, LLC
All Power Manufacturing Co.
Climax Metal Products Company
Industrial Tectonics Bearings Corporation
RBC Aircraft Products, Inc.
RBC Lubron Bearing Systems, Inc.
RBC Nice Bearings, Inc.
RBC Oklahoma, Inc.
RBC Precision Products – Bremen, Inc.
RBC Precision Products – Plymouth, Inc.
RBC Southwest Products, Inc.
RBC Turbine Components LLC
Sargent Aerospace & Defense, LLC
Sonic Industries, Inc.
Western Precision Aero LLC

By: /s/ Joseph Salamunovich
Joseph Salamunovich
Vice President and Secretary

RBC Aerostructures LLC

By: /s/ Joseph Salamunovich
Joseph Salamunovich
Vice President and Secretary

[Signature Page to Amendment No. 1]

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent, Letter of Credit Issuer and
New Revolving Credit Lender

By: /s/ DuVon G. Davis
Name: DuVon G. Davis
Title: Senior Vice President

[Signature Page to Amendment No. 1]

BANK OF AMERICA, N.A.,
as a New Revolving Credit Lender and Letter of Credit Issuer

By: /s/ Christopher Phelan
Name: Christopher Phelan
Title: Senior Vice President

[Signature Page to Amendment No. 1]

CITIZENS BANK, N.A.,
as a New Revolving Credit Lender and Letter of Credit Issuer

By: /s/ Kathryn Hinderhofer
Name: Kathryn Hinderhofer
Title: Assistant Vice President

[Signature Page to Amendment No. 1]

KEYBANK NATIONAL ASSOCIATION,
as a New Revolving Credit Lender and Letter of Credit Issuer

By: /s/ Suzannah Valdivia
Name: Suzannah Valdivia
Title: Senior Vice President

[Signature Page to Amendment No. 1]

BMO HARRIS BANK N.A.,
as a New Revolving Credit Lender and Letter of Credit Issuer

By: /s/ Matthew Gerber
Name: Matthew Gerber
Title: Managing Director

[Signature Page to Amendment No. 1]

CITIBANK, N.A.,
as a New Revolving Credit Lender and Letter of Credit Issuer

By: /s/ Masooma Ali
Name: Masooma Ali
Title: Relationship Banker/Vice President

[Signature Page to Amendment No. 1]

SUNTRUST BANK,
as a New Revolving Credit Lender and Letter of Credit Issuer

By: /s/ Johnetta Bush
Name: Johnetta Bush
Title: Director

[Signature Page to Amendment No. 1]

Schedule 1.1(a)

Existing Letters of Credit

1. Letter of Credit No. ISO300172U, issued as of May 18, 2015, issued by Wells Fargo Bank, National Association in favor of Roller Bearing Company of America, Inc. in the amount of $3,164,726

[Signature Page to Amendment No. 1]

Schedule 1.1(c)
Commitments of Lenders

Revolving Credit Commitments

Lender		Revolving Credit Commitment	Revolving Credit Commitment Percentage
Wells Fargo Bank, National Association	$	50,000,000.00	20.00%
Bank of America, N.A.	$	40,000,000.00	16.00%
Citizens Bank, N.A.	$	35,000,000.00	14.00%
KeyBank National Association	$	35,000,000.00	14.00%
BMO Harris Bank N.A.	$	30,000,000.00	12.00%
Citibank, N.A.	$	30,000,000.00	12.00%
SunTrust Bank	$	30,000,000.00	12.00%
Total:	**$**	**250,000,000.00**	**100.00%**

Letter of Credit Commitments

Lender		Letter of Credit Commitment	Letter of Credit Commitment Percentage
Wells Fargo Bank, National Association	$	5,000,000.00	20.00%
Bank of America, N.A.	$	4,000,000.00	16.00%
Citizens Bank, N.A.	$	3,500,000.00	14.00%
Keybank National Association	$	3,500,000.00	14.00%
BMO Harris Bank N.A.	$	3,000,000.00	12.00%
Citibank, N.A.	$	3,000,000.00	12.00%
SunTrust Bank	$	3,000,000.00	12.00%
Total:	**$**	**25,000,000.00**	**100.00%**

Exhibit A

CREDIT AGREEMENT

Dated as of April 24, 2015,

as Amended by Amendment No. 1 on January 31, 2019

among

ROLLER BEARING COMPANY OF AMERICA, INC.,
as the Borrower

RBC BEARINGS INCORPORATED,
as Holdings,

The Several Lenders
from Time to Time Parties Hereto,

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent, Collateral Agent and Swingline Lender,

WELLS FARGO SECURITIES, LLC and
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
as Amendment No. 1 Arrangers,

BANK OF AMERICA, N.A.,
as Amendment No. 1 Syndication Agent

KEYBANK NATIONAL ASSOCIATION and
CITIZENS BANK, N.A.,
as Amendment No. 1 Co-Documentation Agents

Exhibit 31.01

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Michael J. Hartnett, certify that:

1. I have reviewed this quarterly report on Form 10-Q of RBC Bearings Incorporated;

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

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

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

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including any 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; and

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 that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

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

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

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

Date: February 5, 2019

By: /s/ Michael J. Hartnett
Michael J. Hartnett
President and Chief Executive Officer

Exhibit 31.02

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Daniel A. Bergeron, certify that:

1. I have reviewed this quarterly report on Form 10-Q of RBC Bearings Incorporated;

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

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

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

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including any 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; and

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 that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

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

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

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

Date: February 5, 2019	By:	/s/ Daniel A. Bergeron
		Daniel A. Bergeron
		Vice President, Chief Financial Officer and Chief Operating Officer

Exhibit 32.01

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO
18 U.S.C SECTION 1350

The undersigned, Michael J. Hartnett, the President and Chief Executive Officer of RBC Bearings Incorporated (the “Company”), pursuant to 18 U.S.C. §1350, hereby certifies that:

(i) the Quarterly Report on Form 10-Q for the period ended December 29, 2018 of the Company (the “Report”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 5, 2019

/s/ Michael J. Hartnett
Michael J. Hartnett
President and Chief Executive Officer

Exhibit 32.02

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350

The undersigned, Daniel A. Bergeron, Chief Financial Officer, of RBC Bearings Incorporated (the "Company"), pursuant to 18 U.S.C. §1350, hereby certifies:

(i) the Quarterly Report on Form 10-Q for the period ended December 29, 2018 of the Company (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 5, 2019

/s/ Daniel A. Bergeron
Daniel A. Bergeron
Vice President, Chief Financial Officer and Chief Operating Officer