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

FORM 10-Q

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

For the quarterly period ended July 1, 2018

OR

o **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 001-14962

CIRCOR INTERNATIONAL, INC.
(Exact name of registrant as specified in its charter)

Delaware	**04-3477276**
(State or Other Jurisdiction of Incorporation or Organization)	**(I.R.S. Employer Identification No.)**
c/o CIRCOR INTERNATIONAL, Inc. **30 Corporate Drive, Suite 200, Burlington, MA**	**01803-4238**
(Address of principal executive offices)	**(Zip Code)**

(781) 270-1200
(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 x No o

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 x No o

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

Large accelerated filer	x		Accelerated filer	o	Emerging growth company	o
Non-accelerated filer	o	(Do not check if a smaller reporting company)	Smaller reporting company	o		

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. Yes o No o

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

As of July 31, 2018, there were 19,836,602 shares of the registrant's Common Stock, par value $0.01 per share, outstanding.

CIRCOR INTERNATIONAL, INC.

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PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

CIRCOR INTERNATIONAL, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except share and per share data)
(UNAUDITED)

	July 1, 2018	December 31, 2017
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 69,030	$ 110,356
Trade accounts receivable, less allowance for doubtful accounts of $6,704 and $4,791, respectively	199,805	223,922
Inventories	244,153	244,896
Restricted cash	1,792	1,937
Prepaid expenses and other current assets	68,938	57,282
Total Current Assets	583,718	638,393
PROPERTY, PLANT AND EQUIPMENT, NET	217,471	217,539
OTHER ASSETS:		
Goodwill	497,521	505,762
Intangibles, net	482,491	513,364
Deferred income taxes	41,074	22,334
Other assets	13,605	9,407
TOTAL ASSETS	$ 1,835,880	$ 1,906,799
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 115,770	$ 117,329
Accrued expenses and other current liabilities	104,797	170,454
Accrued compensation and benefits	32,041	34,734
Total Current Liabilities	252,608	322,517
LONG-TERM DEBT	819,779	787,343
DEFERRED INCOME TAXES	27,403	26,122
PENSION LIABILITY, NET	141,833	150,719
OTHER NON-CURRENT LIABILITIES	20,265	18,124
COMMITMENTS AND CONTINGENCIES (NOTE 10)		
SHAREHOLDERS' EQUITY:		
Preferred stock, $0.01 par value; 1,000,000 shares authorized; no shares issued and outstanding	—	—
Common stock, $0.01 par value; 29,000,000 shares authorized; 19,836,042 and 19,785,298 shares issued and outstanding at July 1, 2018 and December 31, 2017, respectively	212	212
Additional paid-in capital	442,318	438,721
Retained earnings	259,947	274,243
Common treasury stock, at cost (1,372,488 shares at July 1, 2018 and December 31, 2017)	(74,472)	(74,472)
Accumulated other comprehensive loss, net of tax	(54,013)	(36,730)
Total Shareholders' Equity	573,992	601,974
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 1,835,880	$ 1,906,799

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

CIRCOR INTERNATIONAL, INC.
CONDENSED CONSOLIDATED STATEMENTS OF INCOME (LOSS)
(in thousands, except per share data)
(UNAUDITED)

	Three Months Ended		Six Months Ended	
	July 1, 2018	July 2, 2017	July 1, 2018	July 2, 2017
Net revenues	$ 301,368	$ 151,231	$ 576,948	$ 296,439
Cost of revenues	213,117	103,563	412,393	202,139
GROSS PROFIT	88,251	47,668	164,555	94,300
Selling, general and administrative expenses	77,999	38,218	155,237	78,305
Special and restructuring charges (recoveries), net	2,000	(1,954)	14,446	(2,763)
OPERATING INCOME (LOSS)	8,252	11,404	(5,128)	18,758
Other expense (income):				
Interest expense, net	13,755	2,184	25,556	3,853
Other (income) expense, net	(3,759)	974	(5,620)	1,200
TOTAL OTHER EXPENSE, NET	9,996	3,158	19,936	5,053
(LOSS) INCOME BEFORE INCOME TAXES	(1,744)	8,246	(25,064)	13,705
(Benefit from) income taxes	(7,646)	(724)	(13,525)	(37)
NET INCOME (LOSS)	$ 5,902	$ 8,970	$ (11,539)	$ 13,742
Earnings (Loss) per common share:				
Basic	$ 0.30	$ 0.54	$ (0.58)	$ 0.83
Diluted	$ 0.30	$ 0.54	$ (0.58)	$ 0.82
Weighted average number of common shares outstanding:				
Basic	19,836	16,497	19,821	16,478
Diluted	20,005	16,762	19,906	16,726
Dividends declared per common share	$ —	$ 0.0375	$ —	$ 0.0750

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

CIRCOR INTERNATIONAL, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE (LOSS) INCOME
(in thousands)
(UNAUDITED)

	Three Months Ended		Six Months Ended	
	July 1, 2018	July 2, 2017	July 1, 2018	July 2, 2017
Net income (loss)	$ 5,902	$ 8,970	$ (11,539)	$ 13,742
Other comprehensive (loss) income, net of tax:				
Foreign currency translation adjustments	(26,849)	13,185	(18,508)	18,581
Interest rate swap adjustments	1,225	—	1,225	—
COMPREHENSIVE (LOSS) INCOME	$ (19,722)	$ 22,155	$ (28,822)	$ 32,323

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

CIRCOR INTERNATIONAL, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(UNAUDITED)

	Six Months Ended	
OPERATING ACTIVITIES	**July 1, 2018**	**July 2, 2017**
Net (loss) income	$ (11,539)	$ 13,742
Adjustments to reconcile net (loss) income to net cash (used in) provided by operating activities:		
Depreciation	14,491	7,345
Amortization	24,611	6,216
Bad debt expense (recovery)	903	(319)
Loss on write down of inventory	4,076	1,068
Amortization of inventory fair value step-up	6,600	—
Compensation expense of share-based plans	2,866	1,386
Change in fair value of contingent consideration	—	(12,200)
Amortization of debt issuance costs	2,008	—
Loss (gain) on sale or write down of property, plant and equipment	1,037	(66)
Trade accounts receivable	13,163	16,478
Inventories	(14,824)	(12,382)
Prepaid expenses and other assets	(16,617)	(8,011)
Accounts payable, accrued expenses and other liabilities	(27,385)	305
Net cash (used in) provided by operating activities	(610)	13,562
INVESTING ACTIVITIES		
Additions to property, plant and equipment	(11,879)	(5,504)
Proceeds from the sale of property, plant and equipment	175	318
Business acquisition, working capital consideration adjustment	6,300	1,467
Net cash used in investing activities	(5,404)	(3,719)
FINANCING ACTIVITIES		
Proceeds from long-term debt	136,600	333,021
Payments of long-term debt	(105,511)	(332,233)
Debt issuance costs	—	(450)
Dividends paid	—	(1,251)
Proceeds from the exercise of stock options	440	707
Return of cash to seller	(61,201)	—
Net cash used in financing activities	(29,672)	(206)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(5,785)	4,056
(DECREASE) INCREASE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	(41,471)	13,693
Cash, cash equivalents, and restricted cash at beginning of period	112,293	58,279
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH AT END OF PERIOD	$ 70,822	$ 71,972
Non-cash investing activities:		
Purchases of property and equipment included in accounts payable and accrued expenses	$ 1,763	$ 509

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

CIRCOR INTERNATIONAL, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

(1) Basis of Presentation

The accompanying unaudited, condensed consolidated financial statements have been prepared according to the rules and regulations of the United States (the "U.S.") Securities and Exchange Commission ("SEC") and, in the opinion of management, reflect all adjustments necessary for a fair statement of the consolidated balance sheets, consolidated statements of income, consolidated statements of comprehensive income and consolidated statements of cash flows of CIRCOR International, Inc. ("CIRCOR", the "Company", "us", "we" or "our") for the periods presented. We prepare our interim financial information using the same accounting principles we use for our annual audited consolidated financial statements. Certain information and note disclosures normally included in the annual audited consolidated financial statements have been condensed or omitted in accordance with SEC rules. We believe that the disclosures made in our condensed consolidated financial statements and the accompanying notes are adequate to make the information presented not misleading.

The consolidated balance sheet as of December 31, 2017 is as reported in our audited consolidated financial statements as of that date but does not contain all of the footnote disclosures from the annual financial statements. Our accounting policies are described in the notes to our December 31, 2017 consolidated financial statements, which were included in our Annual Report on Form 10-K for the year ended December 31, 2017, as updated by Note 2 with respect to newly adopted accounting standards. We recommend that the financial statements included in our Quarterly Report on Form 10-Q be read in conjunction with the consolidated financial statements and notes included in our Annual Report on Form 10-K for the year ended December 31, 2017.

We operate and report financial information using a fiscal year ending December 31. The data periods contained within our Quarterly Reports on Form 10-Q reflect the results of operations for the 13-week, 26-week and 39-week periods which generally end on the Sunday nearest the calendar quarter-end date. Operating results for the three and six months ended July 1, 2018 are not necessarily indicative of the results that may be expected for the year ending December 31, 2018 or any future quarter.

Unless otherwise indicated, all financial information and statistical data included in these notes to our condensed consolidated financial statements relate to our continuing operations, with dollar amounts expressed in thousands (except per-share data).

(2) Summary of Significant Accounting Policies

The significant accounting policies used in preparation of these condensed consolidated financial statements for the three and six months ended July 1, 2018 are consistent with those discussed in Note 2 to the consolidated financial statements in our Annual Report on Form 10-K for the year ended December 31, 2017, except as updated below with respect to newly adopted accounting standards.

New Accounting Standards - Adopted

On January 1, 2018, we adopted the Financial Accounting Standards Board ("FASB") issued Accounting Standard Update ("ASU") 2017-01, Business Combinations (Topic 805): Clarifying the Definition of a Business. ASU 2017-01 provides further clarification of the definition of a business with the objective to assist entities with evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets versus businesses. The amendments in ASU 2017-01 provide criteria to determine when a set of assets and activities is not a business. ASU 2017-01 is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2017. The adoption of ASU 2017-01 has not had a material impact on our condensed consolidated financial statements.

On January 1, 2018, we adopted the FASB issued ASU 2017-09, Compensation—Stock Compensation (Topic 718): Scope of Modification Accounting, which clarifies when to account for a change to the terms or conditions of a share-based payment award as a modification. Under this guidance, modification accounting is required only if the fair value, the vesting conditions, or the classification of the award changes as a result of the change in terms or conditions. The amendments in this ASU also clarify that no new measurement date will be required if an award is not probable of vesting at the time a change is made and there is no change to the fair value, vesting conditions, and classification. The amendments in this ASU are effective for public business entities for annual periods beginning after December 15, 2017, including interim periods within those annual periods. The adoption of ASU 2017-09 has not had a material impact on our condensed consolidated financial statements.

On January 1, 2018, we adopted the FASB issued ASU 2016-18, Statement of Cash Flows (Topic 230), which requires that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The amendments in this update do not provide a definition of restricted cash or restricted cash equivalents. The amendments in this update are effective for public business entities for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years. The adoption of ASU 2016-18 has not had a material impact on our condensed consolidated financial statements.

On January 1, 2018, we adopted the FASB issued ASU 2017-07, Compensation—Retirement Benefits (Topic 715), which improves the consistency, transparency, and usefulness of the service cost and net benefit cost financial information components. The amendments in this ASU amend presentation requirements of service cost and other components of net benefit cost in the income statement. In addition, the ASU allows only the service cost component of net benefit cost to be eligible for capitalization. The amendments in this ASU are effective for public business entities for annual periods beginning after December 15, 2017, including interim periods within those annual periods. The amendments in this ASU are applied retrospectively for the presentation of the service cost component and the other components of net periodic pension cost and net periodic post-retirement 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 post-retirement benefit in assets. We have elected to use the practical expedient that permits us to use the amounts disclosed in our pension and other post-retirement benefit plan note for the prior comparative periods as the estimation basis for applying the retrospective presentation requirements. For prospective and retroactive reclassification, service costs are recorded within the selling, general, and administrative caption of our consolidated income statement, while the other components of net benefit cost are recorded in the other expense (income), net caption of our consolidated income statement. The adoption of ASU 2017-17 did not have a material impact on our prior period condensed consolidated financial statements.

On January 1, 2018, we adopted the requirements of ASU 2014-09, Revenue from Contracts with Customers and all the related amendments (“ASC 606” or the “new revenue standard”) using the modified retrospective transition approach. The new revenue standard provides for a single comprehensive model to use in accounting for revenue arising from contracts with customers and replaces most existing revenue recognition guidance in U.S. Generally Accepted Accounting Principles ("GAAP"). We recognized the cumulative effect of adopting the new revenue standard as an adjustment to the opening balance of retained earnings as of January 1, 2018. The comparative periods presented have not been restated and continue to be reported under the accounting standards in effect for those periods.

The Company recognizes revenue to depict the transfer of control to the Company’s customers in an amount reflecting the consideration the Company expects to be entitled to in exchange for performance obligations. In order to apply this revenue recognition principle, the Company applies the following five step approach: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when, or as, a performance obligation is satisfied. See Note 3, *Revenue Recognition* for further information.

The cumulative effect of the changes made to our consolidated January 1, 2018 balance sheet for the adoption of the new revenue standard were as follows (in thousands):

	As of December 31, 2017	ASC 606 Adjustments	As of January 1, 2018
Assets			
Contract assets (1)	15,019	(2,995)	12,024
Inventories	244,896	540	245,436
Deferred income taxes	22,333	1,123	23,456
Liabilities			
Contract liabilities (2)	(33,718)	(1,517)	(35,235)
Deferred income taxes	(26,122)	92	(26,030)
Equity			
Retained earnings	(274,243)	2,757	(271,486)

(1) Recorded within prepaid expenses and other current assets.

(2) Recorded within accrued expenses and other current liabilities

The net impact on retained earnings under the new revenue standard is the result of offsetting amounts attributed to contracts that converted from point in time to over time recognition of $2.5 million and contracts that converted from over time to point in time recognition of $5.3 million.

For contracts that were modified before the effective date, we reflected the aggregate effect of all modifications when identifying performance obligations and allocating transaction price in accordance with the practical expedient method under the new revenue standard, which did not have a material effect on the adjustment to retained earnings.

The tables below illustrate the differences in our condensed consolidated statement of income (loss) and balance sheet due to the change in revenue recognition standard (in thousands):

	For the three months ended July 1, 2018		
	As Reported	Balances Without Adoption of ASC 606	Effect of Change Higher/(Lower)
Net revenues	301,368	294,872	6,496
Cost of revenues	213,117	210,527	2,590
Benefit from income taxes	(7,646)	(8,535)	889
Net Income	5,902	2,885	3,017

	For the six months ended July 1, 2018		
	As Reported	Balances Without Adoption of ASC 606	Effect of Change Higher/(Lower)
Net revenues	576,948	539,915	37,033
Cost of revenues	412,393	388,780	23,613
Benefit from income taxes	(13,525)	(16,531)	3,006
Net Loss	(11,539)	(21,953)	10,414

	As of July 1, 2018		
	As Reported	Balances Without Adoption of ASC 606	Effect of Change Higher/(Lower)
Assets			
Contract assets (1)	30,130	343	29,787
Inventories	244,153	268,847	(24,694)
Deferred income taxes	41,074	43,993	(2,919)
Liabilities			
Contract liabilities (2)	31,721	40,045	(8,324)
Deferred income taxes	27,403	27,319	84
Retained earnings	259,947	248,133	11,814

(1) Recorded within prepaid expenses and other current assets.

(2) Recorded within accrued expenses and other current liabilities.

For the three and six months ended July 1, 2018, we realized changes to our net income (loss) and in the working capital accounts as described above, with no impact on our net cash flows from operating activities.

For the three and six months ended July 1, 2018, the only impact to comprehensive income as a result of the changes between the balances with ASC 606 and without ASC 606 related to the adjustments to net income (loss) shown in the table above.

New Accounting Standards - Not Yet Adopted

In March 2016, the FASB issued ASU 2016-02, Leases. ASU 2016-02 outlines a model for lessees by recognizing all lease-related assets and liabilities on the balance sheet. The amendments in this ASU are effective for fiscal years beginning after December 15, 2018 and interim periods within those fiscal years. Early application is permitted for all entities. ASU 2016-02 requires a modified retrospective approach for all leases existing at, or entered into after, the date of initial application, with an option to elect to use certain transition relief. We are still evaluating the requirements of ASU 2016-02 to determine the impact it will have on our consolidated financial statements but expect the standard to have a material impact on our assets and liabilities for the addition of right-of-use assets with corresponding lease liabilities. We intend to adopt this new standard on January 1, 2019.

(3) Revenue Recognition

Our revenue is derived from a variety of contracts. A significant portion of our revenues are from contracts associated with the design, development, manufacture or modification of highly engineered, complex and severe environment products with customers who are either in or service the energy, aerospace, defense and industrial markets. Our contracts within the defense markets are primarily with U.S. military customers. Our contracts with the U.S. military customers typically are subject to the Federal Acquisition Regulations (FAR). We account for a contract when it has approval and commitment from both parties, the rights of the parties are identified, payment terms are identified, the contract has commercial substance and collectability of consideration is probable. Contracts may be modified to account for changes in contract specifications and requirements. Contract modifications exist when the modification either creates new, or changes the existing, enforceable rights and obligations. Contract modifications for goods or services that are not distinct from the existing contract are accounted for as if they were part of that existing contract. In these cases, the effect of the contract modification on the transaction price and the measure of progress for the performance obligation to which it relates, is recognized as an adjustment to revenue (either as an increase in or a reduction of revenue) on a cumulative catch-up basis, except when such modifications relate to a performance obligation which is a series of substantially the same distinct goods or services. If the modification relates to a performance obligation for a series of substantially the same distinct goods or services, the modifications are treated prospectively. Contract modifications for goods or services that are considered distinct from the existing contract are accounted for as separate contracts.

Performance Obligations. A performance obligation is a promise in a contract to transfer a distinct good or service to the customer, and is the unit of account in ASC 606. A contract’s transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, control is transferred to the customer. Consistent with historical practice, we exclude from the transaction price amounts collected on behalf of third parties (e.g. taxes). Our performance obligations are typically satisfied at a point in time upon delivery and shipping and handling costs are treated as fulfillment costs. To determine the proper revenue recognition method for contracts for highly engineered, complex and severe environment products with right of payment, which meet over-time revenue recognition criteria, we evaluate whether two or more contracts should be combined and accounted for as one single contract and whether the combined or single contract should be accounted for as more than one performance obligation. This evaluation requires significant judgment and the decision to combine a group of contracts or separate the combined or single contract into multiple performance obligations could change the amount of revenue and profit recorded in a given period. In certain instances, we accounted for contracts using the portfolio approach when the effect of accounting for a group of contracts or group of performance obligations would not differ materially from considering each contract or performance obligation separately. This determination requires the use of estimates and assumptions that reflect the size and composition of the portfolio. For most of our over-time revenue recognition contracts, the customer contracts with us to provide custom products which serve a single project or capability (even if that single project results in the delivery of multiple products) with right of payment. In circumstances where each distinct product in the contract transfers to the customer over time and the same method would be used to measure the entity’s progress toward complete satisfaction of the performance obligation to transfer each unit to the customer, we would then apply the series guidance to account for the multiple products as a single performance obligation. Hence, the entire contract is accounted for as one performance obligation. An example of these performance obligations include refinery valves or actuation components and sub-systems. Less commonly, however, we may promise to provide distinct goods or services within the over-time revenue recognition contract, in which case we separate the contract into more than one performance obligation. For all contracts with multiple performance obligations, we allocate the contract’s transaction price to each performance obligation using our best estimate of the standalone selling price of each distinct good or service in the contract. Generally, the contractually stated price is the primary method used to estimate standalone selling price as the good or service is sold separately in similar circumstances and to similar customers for a similar price and discounts are allocated proportionally to each performance obligation. The Company will not adjust the promised amount of consideration for the effects of a significant financing component as we expect, at contract inception, that the period between when the transfer of control to our customers and when the customer fully pays for the related performance obligations will be less than a year.

Revenue from products and services transferred to customers over-time accounted for 1 percent and 6 percent of our revenue for the three and six months ended July 1, 2018, respectively. The majority of our revenue recognized over-time is related to our Refinery Valves business within our Energy segment and certain other businesses that sell customized products to customers that serve the U.S. Department of Defense within our Aerospace and Defense segment and have contract provisions guaranteeing us costs and profit upon customer cancellation. Revenue is recognized over-time using an input measure (e.g., costs incurred to date relative to total estimated costs at completion, known as the “cost-to-cost” method) to measure progress. We generally use the cost-to-cost measure of progress for our contracts because it best depicts the transfer of control to the customer which occurs as we incur costs on our contracts. Under the cost-to-cost measure of progress, revenues are recorded proportionally as costs are incurred. Contract costs include labor, materials and subcontractors’ costs, other direct costs and an allocation of overhead, as appropriate.

On July 1, 2018, we had $537.1 million of remaining performance obligations. We expect to recognize approximately 74 percent of our remaining performance obligations as revenue during the remainder of 2018, 23 percent by 2019, and an additional 3 percent by 2020 and thereafter.

Contract Balances. The timing of revenue recognition, billings and cash collections results in billed accounts receivable, unbilled receivables (contract assets), and customer advances and deposits (contract liabilities) on the consolidated balance sheet. Contract assets include unbilled amounts typically resulting from over-time contracts when the cost-to-cost method of revenue recognition is utilized and revenue recognized exceeds the amount billed to the customer, and right to payment is not just subject to the passage of time. Amounts may not exceed their net realizable value. Contract assets are generally classified as current. Generally, payment terms are based on shipment and billing occurs subsequent to revenue recognition, resulting in contract assets for over-time revenue recognition products. However, we sometimes receive advances or deposits from our customers, before revenue is recognized, resulting in contract liabilities. Contract liabilities are generally classified as current. These assets and liabilities are reported net on the consolidated balance sheet on a contract-by-contract basis at the end of each reporting period. Consistent with historical practice, we elected to expense the incremental costs of obtaining a contract when the amortization period for such contracts would have been one year or less.

In order to determine revenue recognized in the period from contract liabilities, we first allocate revenue to the individual contract liabilities balances outstanding at the beginning of the period until the revenue exceeds that balance. If additional advances are received on those contracts in subsequent periods, we assume all revenue recognized in the reporting period first applies to the beginning contract liabilities as opposed to a portion applying to the new advances for the period.

The opening and closing balances of the Company’s contract assets and contract liabilities balances as of July 1, 2018 are as follows (in thousands):

	January 1, 2018	**July 1, 2018**	**Increase/(Decrease)**
Trade accounts receivables, net	223,922	199,805	(24,117)
Contract assets (1)	12,024	30,130	18,106
Contract liabilities (2)	35,235	31,721	(3,514)

(1) Recorded within prepaid expenses and other current assets.

(2) Recorded within accrued expenses and other current liabilities

The difference in the opening and closing balances of the contract assets and contract liabilities primarily result from the timing difference between the Company’s performance and the customer’s payment.

Trade account receivables, net decreased $24.1 million, or 11%, to $199.8 million as of July 1, 2018, primarily driven by cash collections during the six months ended July 1, 2018.

Contract assets increased $18.1 million, or 151%, to $30.1 million as of July 1, 2018, primarily related to unbilled revenue recognized during the six months ended July 1, 2018 within our Refinery Valves business (+57%), and US Defense business (+56%).

Contract liabilities decreased $3.5 million, or 10%, to $31.7 million as of July 1, 2018, primarily driven by revenue recognized over time during the six months ended July 1, 2018 within our Pumps Defense business (-9%) and Refinery Valves business (-1%).

Contract Estimates. Accounting for over-time contracts requires reliable estimates in order to estimate total contract revenue and costs. For these contracts, we have a Company-wide standard and disciplined quarterly Estimate at Completion ("EAC") process in which management reviews the progress and execution of our performance obligations. As part of this process, management reviews information including, but not limited to, any outstanding key contract matters, progress towards completion and the related program schedule, identified risks and opportunities and the related changes in estimates of revenues and costs. The risks and opportunities include management's judgment about the ability and cost to achieve the delivery schedule (e.g., the timing of shipments), technical requirements (e.g., a highly engineered product requiring sub-contractors) and other contract requirements. Management must make assumptions and estimates regarding labor productivity and availability, the complexity of the work to be performed, the availability of materials, the length of time to complete the performance obligation (e.g. to estimate increases in wages and prices for materials and related support cost allocations), execution by our subcontractors, the availability and timing of funding from our customer and overhead cost rates, among other variables. Based on all of these factors, we estimate the profit on a contract as the difference between the total estimated revenue and EAC costs and recognize the resultant profit over the life of the contract, using the cost-to-cost EAC input method to measure progress.

The nature of our contracts gives rise to several types of variable consideration, including penalties. We include in our contract estimates a reduction to revenue for customer agreements, primarily in our large projects business, which contain late shipment penalty clauses whereby we are contractually obligated to pay consideration to our customers if we do not meet specified shipment dates. We generally estimate the variable consideration at the most likely amount to which the customer expects to be entitled. We include estimated amounts in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved. The variable consideration for estimated penalties is based on several factors including historical customer settlement experience, contractual penalty percentages, and facts surrounding the late shipment.

A change in one or more of these estimates could affect the profitability of our contracts. We review and update our contract-related estimates regularly. We recognize adjustments in estimated profit on contracts under the cumulative catch-up method. Under this method, the impact of the adjustment on profit recorded to date is recognized in the period the adjustment is identified. Revenue and profit in future periods of contract performance is recognized using the adjusted estimate. If at any time the estimate of contract profitability indicates an anticipated loss on the contract, we recognize the total loss in the quarter it is identified.

The impact of adjustments in contract estimates on our operating earnings can be reflected in either operating expenses or revenue. There have been no significant changes in estimates in the three months ended July 1, 2018.

Disaggregation of Revenue. The following table presents our revenue disaggregated by major product line (in thousands):

	July 1, 2018	
	Three Months Ended	**Six Months Ended**
Energy Segment		
Oil & Gas - Upstream, Midstream & Other	$ 54,993	$ 102,878
Oil & Gas - Downstream	57,811	109,898
Total	112,804	212,776
Aerospace & Defense Segment		
Commercial Aerospace & Other	27,452	66,204
Defense	30,048	49,773
Total	57,500	115,977
Industrial Segment		
Europe, Middle East, Africa and Asia	85,777	166,223
North America	45,287	81,972
Total	131,064	248,195
Net Revenue	$ 301,368	$ 576,948

(4) Inventories

Inventories consisted of the following (in thousands):

	July 1, 2018	December 31, 2017
Raw materials	$ 77,760	$ 82,372
Work in process	122,450	121,709
Finished goods	43,943	40,815
Total inventories	$ 244,153	$ 244,896

(5) Business Acquisition

Fluid Handling

On September 24, 2017, CIRCOR entered into a Purchase Agreement (the “Purchase Agreement”) with Colfax Corporation (“Colfax”). Pursuant to the Purchase Agreement, on December 11, 2017, the Company acquired the fluid handling business of Colfax ("FH") for consideration consisting of $542.0 million in cash, 3,283,424 unregistered shares of the Company's common stock, with a fair value of approximately $143.8 million at closing, and the assumption of net pension and post-retirement liabilities of FH. The cash consideration is subject to customary working capital adjustments. The Company financed the cash consideration through a combination of committed debt financing and cash on hand. During the second quarter of 2018, the shares were registered and sold with all proceeds going to Colfax.

FH is a leader in the engineering, development, manufacturing, distribution, service and support of fluid handling systems. With a history dating back to 1860, FH is a leading supplier of screw pumps for high demand, severe service applications across a range of markets including general industry, commercial marine, defense, and oil & gas. FH leverages differentiated technology, and provides critical aftermarket customer support, to maintain leading positions in high demand niche markets.

Effective January 1, 2018, the operating results of FH have been split between each of our operating segments, Energy, Aerospace & Defense, and Industrial based upon the end markets of the sub-businesses within FH.

The purchase price allocation is based upon a preliminary valuation of assets and liabilities that was prepared with assistance from a third party valuation specialist. The estimates and assumptions are subject to change as we obtain additional information during the measurement period (up to one year from the acquisition date). The purchase accounting is expected to be finalized in the third quarter of 2018. The assets and liabilities pending finalization include the valuation of acquired tangible and intangible assets, certain operating liabilities, and the evaluation of income taxes. Differences between the preliminary and final valuation could have a material impact on our future results of operations and financial position.

The following table summarizes the preliminary fair value of the assets acquired and the liabilities assumed, at the date of acquisition:

(in thousands)	
Cash and cash equivalents (a)	$ 63,403
Restricted cash (a)	1,911
Accounts receivable	76,095
Inventory	78,036
Prepaid expenses and other current assets	16,937
Deferred income taxes	41,454
Property, plant and equipment	122,128
Identifiable intangible assets	383,178
Other assets	778
Accounts payable	(46,011)
Cash payable to seller (a)	(65,314)
Accrued and other expenses	(65,792)
Long-term post-retirement liabilities	(143,067)
Other long-term liabilities	(11,215)
Deferred tax liabilities	(48,776)
Total identifiable net assets	$ 403,745
Goodwill	293,842
Total purchase price	$ 697,587
Consideration	
Base purchase price	$ 542,000
Net working capital and other purchase accounting adjustments	11,821
Common Stock	143,766
Total	$ 697,587

(a) Cash acquired and returned to seller by the second quarter of 2018.

During the first quarter of 2018, we identified certain uncollectible accounts receivables ($1.4 million), obsolete inventories ($0.4 million), and obligations ($0.7 million) which required further adjustment to our December 11, 2017 opening balance sheet. The identified adjustments have been recorded against our FH opening balance sheet during the first quarter of 2018.

During the second quarter of 2018, we received cash from Colfax to settle customary working capital adjustments ($6.3 million) and finalized a liability for a loss customer contract ($5.4 million, including $1.7 million for liquidated damages) which required further adjustment to our December 11, 2017 opening balance sheet. These adjustments have been recorded against our FH opening balance sheet during the second quarter of 2018.

The excess of purchase price paid over the fair value of FH's net assets was recorded to goodwill, which is primarily attributable to projected future profitable growth, market penetration, as well as an expanded customer base for the FH businesses acquired. Approximately 50% of goodwill is projected to be deductible for income tax purposes.

The FH acquisition resulted in the preliminary identification of the following identifiable intangible assets (in thousands):

	Original Estimate	Measurement Period Adjustment	Fair Value	Weighted average amortization period (in years)
Customer relationships	$ 215,000	$ (7,000)	$ 208,000	19
Acquired technologies	107,000	6,000	113,000	20
Trade names	44,000	2,000	46,000	Indefinite-life
Backlog	22,000	(6,000)	16,000	4
Total intangible assets	$ 388,000	$ (5,000)	$ 383,000	

During the first quarter of 2018, with the help of third party specialists, we adjusted the fair value of the acquired FH intangibles based upon better information regarding discount rates, royalty rates, and more detailed business unit forecasts that was determinable at the time of acquisition. The revised fair value of acquired FH intangibles have been recorded against our FH opening balance sheet during the first quarter of 2018.

The fair value of the intangible assets was based on variations of the income approach, which estimates fair value based on the present value of cash flows that the assets are expected to generate. These approaches included the relief-from-royalty method and multi-period excess earnings method, depending on the intangible asset being valued. Customer relationships, backlog, and existing technology are amortized on a cash flow basis which reflects the economic benefit consumed. The trade name was assigned an indefinite life based on the Company's intention to keep the trade names for an indefinite period of time. Refer to Note 6, Goodwill and Intangibles, net for future expected amortization to be recorded.

(6) Goodwill and Intangibles, net

The following table shows goodwill by segment as of December 31, 2017 and July 1, 2018 (in thousands):

	Energy	Aerospace & Defense	Industrial	Total
Goodwill as of December 31, 2017	$ 154,058	$ 62,548	$ 289,156	$ 505,762
Adjustments to preliminary purchase price allocation	(5,406)	(5,711)	11,615	498
Currency translation adjustments	(2,690)	(57)	(5,992)	(8,739)
Goodwill as of July 1, 2018	$ 145,962	$ 56,780	$ 294,779	$ 497,521

During the first and second quarters of 2018, we identified certain uncollectible accounts receivables, obsolete inventories, a liability for a loss contract, and other obligations which required further adjustment to our December 11, 2017 opening balance sheet. The identified adjustments have been recorded against our FH opening balance sheet during the first and second quarters of 2018 and are reflected in the line "adjustments to preliminary purchase price allocation" listed in the table above.

During the first quarter ended April 1, 2018, we realigned our organizational structure under three reportable business segments: Energy, Aerospace & Defense and Industrial. Our realignment was a triggering event for goodwill impairment testing. During the first quarter, we evaluated our reporting units for goodwill impairment and determined no impairments existed.

The table below presents gross intangible assets and the related accumulated amortization as of July 1, 2018 (in thousands):

	Gross Carrying Amount	Accumulated Amortization
Patents	$ 5,399	$ (5,399)
Non-amortized intangibles (primarily trademarks and trade names)	85,360	—
Customer relationships	311,345	(49,544)
Backlog	23,425	(13,087)
Acquired technology	141,265	(16,521)
Other	5,111	(4,863)
Total	$ 571,905	$ (89,414)
Net carrying value of intangible assets	$ 482,491	

The table below presents estimated remaining amortization expense for intangible assets recorded as of July 1, 2018 (in thousands):

	Remainder of 2018	2019	2020	2021	2022	After 2022
Estimated amortization expense	$ 24,458	$ 49,797	$ 45,709	$ 43,560	$ 38,153	$ 195,454

(7) Segment Information

Our Chief Operating Decision Maker evaluates segment operating performance using segment operating income. Segment operating income is defined as GAAP operating income excluding intangible amortization and amortization of fair value step-ups of inventory and fixed assets from acquisitions completed subsequent to December 31, 2011, the impact of restructuring related inventory write-offs, impairment charges and special charges or gains. The Company also refers to this measure as adjusted operating income. The Company uses this measure because it helps management understand and evaluate the segments' core operating results and facilitate comparison of performance for determining incentive compensation achievement.

As of December 31, 2017 we had organized our reporting structure into three segments: CIRCOR Energy ("Energy segment" or "Energy"), CIRCOR Advanced Flow Solutions ("Advanced Flow Solutions segment" or "AFS"), and CIRCOR Fluid Handling ("Fluid Handling").

Effective January 1, 2018, we realigned our businesses with end markets to simplify the business, clarify customer and channel relationships and help us exploit growth synergy opportunities across the organization. The new reporting segments are Energy, Aerospace & Defense and Industrial. The Energy segment remains unchanged except for the addition of Reliability Services, a business from the FH acquisition. The Aerospace & Defense segment includes the Aerospace business out of our AFS segment, as well as the Pumps Defense business of Fluid Handling. The Industrial segment includes the remaining portion of Fluid Handling as well as the industrial solutions and power and process businesses (mainly control valves) that were part of AFS. In addition, a number of smaller product lines were realigned as part of this change to better manage and serve our customers. The current and prior periods are reported under the new segment structure.

The following table presents certain reportable segment information (in thousands):

	Three Months Ended		Six Months Ended	
	July 1, 2018	**July 2, 2017**	**July 1, 2018**	**July 2, 2017**
Net revenues				
Energy	$ 112,804	$ 78,276	$ 212,776	$ 154,486
Aerospace & Defense	57,500	43,304	115,977	84,905
Industrial	131,064	29,651	248,195	57,048
Consolidated net revenues	$ 301,368	$ 151,231	$ 576,948	$ 296,439
(Loss) Income from operations before income taxes				
Energy - Segment Operating Income	$ 9,242	$ 8,170	$ 14,938	$ 14,576
Aerospace & Defense - Segment Operating Income	6,992	4,374	15,923	8,158
Industrial - Segment Operating Income	15,037	4,901	27,983	9,285
Corporate expenses	(6,450)	(5,396)	(14,249)	(10,874)
Subtotal	24,821	12,049	44,595	21,145
Restructuring charges, net	844	3,566	10,459	5,025
Special charges (recoveries), net	1,156	(5,520)	3,987	(7,788)
Special and restructuring charges (recoveries), net	2,000	(1,954)	14,446	(2,763)
Restructuring related inventory charges	1,067	—	1,540	—
Amortization of inventory step-up	—	—	6,600	—
Acquisition amortization	11,665	2,599	23,565 —	5,150
Acquisition depreciation	1,837	—	3,572	—
Acquisition amortization and other costs, net	14,569	2,599	35,277	5,150
Consolidated Operating Income (Loss)	8,252	11,404	(5,128)	18,758
Interest expense, net	13,755	2,184	25,556	3,853
Other (income) expense, net	(3,759)	974	(5,620)	1,200
(Loss) Income from operations before income taxes	$ (1,744)	$ 8,246	$ (25,064)	$ 13,705

	Three Months Ended		Six Months Ended	
	July 1, 2018	July 2, 2017	July 1, 2018	July 2, 2017
Capital expenditures				
Energy	$ 935	$ 706	$ 4,280	$ 1,496
Aerospace & Defense	897	966	1,841	1,470
Industrial	2,226	681	5,850	1,134
Corporate	111	260	387	743
Consolidated capital expenditures	$ 4,169	$ 2,613	$ 12,358	$ 4,843
Depreciation and amortization				
Energy	$ 3,865	$ 3,109	$ 8,066	$ 6,194
Aerospace & Defense	5,349	1,051	8,142	2,180
Industrial	10,033	2,159	22,473	4,499
Corporate	192	347	421	695
Consolidated depreciation and amortization	$ 19,439	$ 6,666	$ 39,102	$ 13,568

Identifiable assets	July 1, 2018	December 31, 2017
Energy	$ 900,117	$ 837,492
Aerospace & Defense	333,090	375,094
Industrial	1,330,358	1,408,217
Corporate	(727,685)	(714,004)
Consolidated identifiable assets	$ 1,835,880	$ 1,906,799

The total assets for each reportable segment have been reported as the Identifiable Assets for that segment, including inter-segment intercompany receivables, payables and investments in other CIRCOR companies. Identifiable assets reported in Corporate include both corporate assets, such as cash, deferred taxes, prepaid and other assets, fixed assets, as well as the elimination of all inter-segment intercompany assets. The elimination of intercompany assets results in negative amounts reported in Corporate for Identifiable Assets. Corporate Identifiable Assets excluding intercompany assets were $9.6 million and $53.8 million as of July 1, 2018 and July 2, 2017, respectively.

(8) Financial Instruments

Fair Value

The company utilizes fair value measurement guidance prescribed by accounting standards to value its financial instruments. The guidance establishes a fair value hierarchy based on the inputs used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows:

- **Level One**: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.
- **Level Two**: Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in inactive markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
- **Level Three**: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

A financial instrument’s level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

The carrying amounts of cash and cash equivalents, trade receivables and trade payables approximate fair value because of the short maturity of these financial instruments. Cash equivalents are carried at cost which approximates fair value at the balance sheet date and is a Level 1 financial instrument. As of July 1, 2018 and December 31, 2017, the outstanding balance of the

Company’s debt approximated fair value based on current rates available to the Company for debt of the same maturity and is a Level 2 financial instrument.

Effective April 12, 2018, the Company entered into an interest rate swap pursuant to an International Swaps and Derivatives Association ("ISDA") Master Agreement with Citizens Bank, National Association ("interest rate swap"). The four-year interest rate swap has a fixed notional value of $400.0 million with a 1% LIBOR floor and a maturity date of April 12, 2022. The fixed rate of interest paid by the Company is comprised of our current credit spread of 350 basis points plus 2.6475% for a total interest rate of 6.1475%. The ISDA Master Agreement, together with its related schedules, contain customary representations, warranties and covenants. This hedging agreement was entered into to mitigate the interest rate risk inherent in the Company’s variable rate debt and is not for speculative trading purposes.

The Company has designated the interest rate swap as a qualifying hedging instrument and is treating it as a cash flow hedge for accounting purposes pursuant to ASC 815, *Derivatives and Hedging*. The net fair value of the interest rate swap was $1.2 million and is recorded in Other assets of $2.3 million and Accrued expenses and other current liabilities of $1.1 million on our condensed consolidated balance sheet as of July 1, 2018. The unrealized gains recognized in other comprehensive income (loss) were $0.6 million, and the realized loss of $0.6 million was reclassified from other comprehensive income (loss) to interest expense as interest expense was accrued on the swap during the three and six months ended July 1, 2018, respectively. Amounts expected to be reclassified from other comprehensive income into interest expense in the coming 12 months is a loss of $1.1 million. Interest expense (including the effects of the cash flow hedges) related to the portion of the Company's term loan subject to the aforementioned interest-rate swap agreement was $6.1 million and $11.3 million for the three and six months ended July 1, 2018, respectively.

The interest rate swap is a Level 2 financial instrument.

(9) Guarantees and Indemnification Obligations

As permitted under Delaware law, we have agreements whereby we indemnify certain of our officers and directors for certain events or occurrences while the officer or director is, or was, serving at our request in such capacity. The term of the indemnification period is for the officer’s or director’s lifetime. The maximum potential amount of future payments we could be required to make under these indemnification agreements is unlimited. However, we have directors’ and officers’ liability insurance policies that insure us with respect to certain events covered under the policies and should enable us to recover a portion of any future amounts paid under the indemnification agreements. We have no liabilities recorded from those agreements as of July 1, 2018.

We record provisions for the estimated cost of product warranties, primarily from historical information, at the time product revenue is recognized. We also record provisions with respect to any significant individual warranty issues as they arise. While we engage in extensive product quality programs and processes, our warranty obligation is affected by product failure rates, utilization levels, material usage, service delivery costs incurred in correcting a product failure, and supplier warranties on parts delivered to us. Should actual product failure rates, utilization levels, material usage, service delivery costs or supplier warranties on parts differ from our estimates, revisions to the estimated warranty liability would be required.

The following table sets forth information related to our product warranty reserves for the six months ended July 1, 2018 (in thousands):

Balance beginning December 31, 2017	$	4,623
Provisions		952
Claims settled		(1,017)
Currency translation adjustment		(153)
Balance ending July1, 2018	$	4,405

Warranty obligations decreased $0.2 million from $4.6 million as of December 31, 2017 to $4.4 million as of July 1, 2018, primarily driven by net claims settled and quarterly provisions within each of our operating segments.

(10) Commitments and Contingencies

We are subject to various legal proceedings and claims pertaining to matters such as product liability or contract disputes, including issues arising under certain customer contracts with aerospace and defense customers. We are also subject to other proceedings and governmental inquiries, inspections, audits or investigations pertaining to issues such as tax matters, patents and trademarks, pricing, business practices, governmental regulations, employment and other matters. Although the results of litigation and claims cannot be predicted with certainty, we expect that the ultimate disposition of these matters, to the extent not previously provided for, will not have a material adverse effect, individually or in the aggregate, on our business, financial condition, results of operations or liquidity.

On February 21, 2018, the Company entered into a mediated settlement regarding a wage and hour action in California by a former employee. In October 2016, the plaintiff alleged non-compliance with California State labor law, including missed or late meal breaks, for hourly employees of CIRCOR Aerospace, Inc. in Corona, California. The total settlement amount of $2.4 million has been recorded as a liability as of July 1, 2018 and December 31, 2017. This settlement resolves all wage/hour claims by all potentially affected employees through the settlement date and is expected to be approved by the California Superior Court during the second half of 2018.

Asbestos-related product liability claims continue to be filed against two of our subsidiaries: Spence Engineering Company, Inc. (“Spence”), the stock of which we acquired in 1984; and CIRCOR Instrumentation Technologies, Inc. (f/k/a Hoke, Inc.) (“Hoke”), the stock of which we acquired in 1998. Due to the nature of the products supplied by these entities, the markets they serve and our historical experience in resolving these claims, we do not expect that these asbestos-related claims will have a material adverse effect on the financial condition, results of operations or liquidity of the Company.

Standby Letters of Credit

We execute standby letters of credit, which include bid bonds and performance bonds, in the normal course of business to ensure our performance or payments to third parties. The aggregate notional value of these instruments was $76.8 million at July 1, 2018. We believe that the likelihood of demand for a significant payment relating to the outstanding instruments is remote. These instruments generally have expiration dates ranging from less than 1 month to 5 years from July 1, 2018.

The following table contains information related to standby letters of credit instruments outstanding as of July 1, 2018 (in thousands):

Term Remaining	**Maximum Potential Future Payments**
0–12 months	$ 34,979
Greater than 12 months	41,785
Total	$ 76,764

(11) Retirement Plans

The following table sets forth the components of total net periodic benefit cost (income) of the Company's defined benefit pension plans and other post-retirement employee benefit plans (in thousands):

	Three Months Ended		Six Months Ended	
	July 1, 2018	July 2, 2017	July 1, 2018	July 2, 2017
Pension Benefits - U.S. Plans				
Service cost	$ —	$ —	$ —	$ —
Interest cost	1,762	426	3,523	852
Expected return on plan assets	(3,771)	(575)	(7,542)	(1,151)
Amortization	146	184	293	367
Net periodic benefit (income) cost	$ (1,863)	$ 35	$ (3,726)	$ 68
Pension Benefits - Non-U.S. Plans				
Service cost	$ 758	$ —	$ 1,535	$ —
Interest cost	540	—	1,094	—
Expected return on plan assets	(254)	—	(513)	—
Amortization	—	—	—	—
Net periodic benefit cost	$ 1,044	$ —	$ 2,116	$ —
Other Post-Retirement Benefits				
Service cost	$ —	$ —	$ —	$ —
Interest cost	86	—	173	—
Amortization	—	—	—	—
Net periodic benefit cost	$ 86	$ —	$ 173	$ —

There were no international pension plans or other post-retirement benefits for the period ended July 2, 2017.

The periodic benefit service costs are included in the selling, general, and administrative costs, while the remaining net periodic benefit costs are included in other (income) expense, net in our consolidated statements of income for the three and six months ended July 1, 2018 and July 2, 2017, respectively.

(12) Income Taxes

As of July 1, 2018 and December 31, 2017, we had $2.5 million and $3.0 million of unrecognized tax benefits, respectively, of which $2.4 million and $2.6 million, respectively, would affect our effective tax rate if recognized in any future period.

The Company files income tax returns in U.S. federal, state and local jurisdictions and in foreign jurisdictions. The Company is no longer subject to examination by the Internal Revenue Service (the "IRS") for years prior to 2014 and is no longer subject to examination by the tax authorities in foreign and state jurisdictions prior to 2006. The Company is currently under examination for income tax filings in various foreign jurisdictions.

The Company has a net U.S. deferred tax asset and a net foreign deferred tax liability. Due to uncertainties related to our ability to utilize certain foreign deferred income tax assets, we maintained a total valuation allowance of $23.4 million at July 1, 2018 and $22.1 million at December 31, 2017. The valuation allowance is based on estimates of income in each of the jurisdictions in which we operate and the period over which our deferred tax assets will be recoverable. If future results of operations exceed our current expectations, our existing tax valuation allowances may be adjusted, resulting in future tax benefits. Alternatively, if future results of operations are less than expected, future assessments may result in a determination that some or all of the deferred tax assets are not realizable. Consequently, we may need to establish additional tax valuation allowances for all or a portion of the deferred tax assets, which may have a material adverse effect on our business, results of operations and financial condition.

In connection with the enactment of the Tax Cuts and Jobs Act (the “Tax Act”) on December 22, 2017, we recorded provisional estimates for certain provisions of the Tax Act as of December 31, 2017. We have not made any changes to these provisional estimates as of July 1, 2018.

In addition, the Tax Act created a new requirement that certain income, the Global Intangible Low-Taxed Income (“GILTI”), earned by a controlled foreign corporation must be included in the gross income of its U.S. shareholder, effective January 1, 2018. The Tax Act also created the base erosion anti-abuse tax (“BEAT”), a new minimum tax, effective January 1, 2018. We have included the impact of the GILTI provision in the calculation of our 2018 effective tax rate. We do not believe that BEAT will have a material impact on our financial position or results of operations.

(13) Share-Based Compensation

As of July 1, 2018, there were 899,501 stock options and 344,636 Restricted Stock Unit Awards ("RSU Awards") and Restricted Stock Unit Management Stock Plans Awards ("RSU MSPs") outstanding. In addition, there were 361,487 shares available for grant under the 2014 Stock Option and Incentive Plan (the "2014 Plan") as of July 1, 2018.

During the six months ended July 1, 2018, we granted 127,704 stock options compared with 142,428 stock options granted during the six months ended July 2, 2017.

The average fair value of stock options granted during the first six months of 2018 and 2017 was $14.68 and $19.36 per share, respectively, and was estimated using the following weighted-average assumptions:

	July 1, 2018	July 2, 2017
Risk-free interest rate	2.5%	1.7%
Expected life (years)	4.4	4.5
Expected stock volatility	37.2%	35.1%
Expected dividend yield	—%	0.3%

For additional information regarding the historical issuance of stock options, refer to our Annual Report on Form 10-K for the year ended December 31, 2017.

During the six months ended July 1, 2018 and July 2, 2017, we granted 158,369 and 55,445 RSU Awards with approximate fair values of $43.11 and $61.05 per RSU Award, respectively. During the first six months of 2018 and 2017, we granted performance-based RSU Awards as part of the overall mix of RSU Awards. These performance-based RSU Awards include metrics for achieving Return on Invested Capital and Adjusted Operating Margin with target payouts ranging from 0% to 200%. Of the 158,369 RSU Awards granted during the six months ended July 1, 2018, 48,080 are performance-based RSU Awards. This compares to 31,369 performance-based RSU Awards granted during the six months ended July 2, 2017.

RSU MSPs totaling 34,937 and 26,726 with per unit discount amounts representing fair values of $14.06 and $20.13 per share were granted during the six months ended July 1, 2018 and July 2, 2017, respectively.

Compensation expense related to our share-based plans for the six months ended July 1, 2018 and July 2, 2017 was $2.9 million and $1.4 million, respectively. The primary reason for lower expense during 2017 relates to a change in estimate of $1.1 million for anticipated below-threshold achievement of performance-based RSU Awards granted in February 2015. In addition, 2018 compensation expense includes amounts related to employees from the FH acquisition completed on December 11, 2017. Compensation expense for both periods was recorded as selling, general and administrative expenses. As of July 1, 2018, there was $12.5 million of total unrecognized compensation costs related to our outstanding share-based compensation arrangements. That cost is expected to be recognized over a weighted average period of 2.3 years.

The weighted average contractual term for stock options outstanding and options exercisable as of July 1, 2018 was 5.1 years and 4.4 years, respectively. The aggregate intrinsic value of stock options exercised during the six months ended July 1, 2018 was $0.1 million and the aggregate intrinsic value of both stock options outstanding and options exercisable as of July 1, 2018 was less than $0.1 million.

The aggregate intrinsic value of RSU Awards settled during the six months ended July 1, 2018 was $1.1 million and the aggregate intrinsic value of RSU Awards outstanding and RSU Awards vested and deferred as of July 1, 2018 was $9.9 million and $0.1 million, respectively.

The aggregate intrinsic value of RSU MSPs settled during the six months ended July 1, 2018 was $0.4 million and the aggregate intrinsic value of RSU MSPs outstanding and RSU MSPs vested and deferred as of July 1, 2018 was $0.5 million and less than $0.1 million, respectively.

As of July 1, 2018, there were 51,128 Cash Settled Stock Unit Awards outstanding compared to 40,469 as of December 31, 2017. During the six months ended July 1, 2018, the aggregate cash used to settle Cash Settled Stock Unit Awards was $0.3 million. As of July 1, 2018, we had $0.8 million of accrued expenses in current liabilities associated with these Cash Settled Stock Unit Awards compared with $0.9 million as of December 31, 2017. Cash Settled Stock Unit Award related compensation costs for the six months ended July 1, 2018 and July 2, 2017 was $0.2 million and $0.1 million, respectively, and was recorded as selling, general, and administrative expenses.

(14) Accumulated Other Comprehensive Loss

The following table summarizes the changes in accumulated other comprehensive loss, net of tax, which is reported as a component of shareholders' equity, for the six months ended July 1, 2018 (in thousands):

	Foreign Currency Translation Adjustments	Pension, net	Derivative	Total
Balance as of December 31, 2017	$ (28,584)	$ (8,146)	—	$ (36,730)
Other comprehensive income	(18,508)	—	1,225	(17,283)
Balance as of July 1, 2018	$ (47,092)	$ (8,146)	1,225	$ (54,013)

(15) Earnings (Loss) Per Common Share ("EPS")

(in thousands, except per share amounts)	Three Months Ended					
	July 1, 2018			July 2, 2017		
	Net Income	Shares	Per Share Amount	Net Income	Shares	Per Share Amount
Basic EPS	$ 5,902	19,836	$ 0.30	$ 8,970	16,497	$ 0.54
Dilutive securities, common stock options	—	169	—	—	265	—
Diluted EPS	$ 5,902	20,005	$ 0.30	$ 8,970	16,762	$ 0.54

	Six Months Ended					
	July 1, 2018			July 2, 2017		
	Net Loss	Shares	Per Share Amount	Net Income	Shares	Per Share Amount
Basic EPS	$ (11,539)	19,821	$ (0.58)	$ 13,742	16,478	$ 0.83
Dilutive securities, common stock options	—	85	—	—	248	(0.01)
Diluted EPS	$ (11,539)	19,906	$ (0.58)	$ 13,742	16,726	$ 0.82

Stock options, RSU Awards, and RSU MSPs covering 381,326 and 173,840 shares of common stock, for the six months ended July 1, 2018 and July 2, 2017, respectively, were not included in the computation of diluted EPS because their effect would be anti-dilutive.

(16) Special & Restructuring Charges (Recoveries), net

Special and Restructuring Charges (Recoveries), net

Special and restructuring charges, net consist of restructuring costs (including costs to exit a product line or program) as well as certain special charges such as significant litigation settlements and other transactions (charges or recoveries) that are described below. All items described below are recorded in Special and restructuring charges, net on our consolidated statements of (loss) income. Certain other special and restructuring charges such as inventory related items may be recorded in cost of revenues given the nature of the item.

The table below (in thousands) summarizes the amounts recorded within the special and restructuring charges (recoveries), net line item on the condensed consolidated statements of (loss) income for the three and six months ended July 1, 2018 and July 2, 2017:

	Special & Restructuring Charges (Recoveries), net			
	Three Months Ended		Six Months Ended	
	July 1, 2018	July 2, 2017	July 1, 2018	July 2, 2017
Special charges (recoveries), net	$ 1,156	$ (5,520)	$ 3,987	$ (7,788)
Restructuring charges, net	844	3,566	10,459	5,025
Total special and restructuring charges (recoveries), net	$ 2,000	$ (1,954)	$ 14,446	$ (2,763)

Special Charges (Recoveries), net

The table below (in thousands) outlines the special charges, net recorded for the three and six months ended July 1, 2018:

	Special Charges, net				
	For the three months ended July 1, 2018				
	Energy	Aerospace & Defense	Industrial	Corporate	Total
Brazil closure	$ 156	$ —	$ —	$ —	$ 156
Acquisition related charges	—	—	—	1,000	1,000
Total special charges, net	$ 156	$ —	$ —	$ 1,000	$ 1,156

	Special Charges, net				
	For the six months ended July 1, 2018				
	Energy	Aerospace & Defense	Industrial	Corporate	Total
Brazil closure	$ 532	$ —	$ —	$ —	$ 532
Acquisition related charges	—	—	—	3,455	3,455
Total special charges, net	$ 532	$ —	$ —	$ 3,455	$ 3,987

Acquisition related charges: On December 11, 2017, we acquired FH. In connection with our acquisition, we recorded $1.0 million and $3.5 million during the three and six months ended July 1, 2018, respectively, related to internal costs and external professional fees to separate the FH business from Colfax and integrate the FH business into our legacy structure.

Brazil Closure: On November 3, 2015, our Board of Directors approved the closure and exit of our Brazil manufacturing operations due to the economic realities in Brazil and the ongoing challenges with our only significant end customer, Petrobras.
CIRCOR Brazil reported substantial operating losses every year since it was acquired in 2011 while the underlying market conditions and outlook deteriorated. In connection with the closure, we recorded $0.2 million and $0.5 million of charges within the Energy segment during the three and six months ended July 1, 2018, respectively, which relates to losses incurred subsequent to our closure of manufacturing operations during the first quarter of 2016.

The table below (in thousands) outlines the special charges (recoveries), net recorded for the three and six months ended July 2, 2017:

	Special (Recoveries) Charges, net For the three months ended July 2, 2017				
	Energy	Aerospace & Defense	Industrial	Corporate	Total
Divestiture	$ —	$ 3,748	$ —	$ 101	$ 3,849
Contingent consideration revaluation	(9,700)	—	—	—	(9,700)
Acquisition related charges	—	—	—	136	136
Brazil closure	195	—	—	—	195
Total special recoveries, net	$ (9,505)	$ 3,748	$ —	$ 237	$ (5,520)

	Special (Recoveries) Charges, net For the six months ended July 2, 2017				
	Energy	Aerospace & Defense	Industrial	Corporate	Total
Divestiture	$ —	$ 3,748	$ —	$ 101	$ 3,849
Contingent consideration revaluation	(12,200)	—	—	—	(12,200)
Acquisition related charges	—	—	—	136	136
Brazil closure	427	—	—	—	427
Total special recoveries, net	$ (11,773)	$ 3,748	$ —	$ 237	$ (7,788)

Divestiture: On July 7, 2017, we divested our French non-core aerospace build-to-print business within our Aerospace & Defense segment as part of our simplification strategy. We considered this business as non-core because the products or services did not fit our strategy and the long-term profitable growth prospects were below our expectations. Divestiture of this non-core business enables us to focus resources on businesses where there is greater opportunity to achieve sales growth, higher margins, and market leadership. We measured the disposal group at its fair value less cost to sell, which was lower than its carrying value, and recorded a $3.8 million charge during the second quarter of 2017. Also, in connection with this disposition we recorded a $1.5 million of severance included as a restructuring charge.

Contingent Consideration Revaluation: The fair value of the earn-out in connection with our October 2016 acquisition of Critical Flow Solutions ("CFS") decreased $9.7 million and $12.2 million during the three and six months ended July 2, 2017, respectively. The change in fair value was recorded as a special gain during the three and six months ended July 2, 2017. Accordingly, the revised fair value assessment indicates an earn-out of zero as of July 2, 2017.

Acquisition related charges: In connection with our CFS acquisition, we recorded $0.1 million of acquisition related professional fees during the three and six months ended July 2, 2017.

Brazil closure: In connection with the closure, we recorded $0.2 million and $0.4 million of charges within the Energy segment during the three and six months ended July 2, 2017, respectively.

Restructuring Charges (Recoveries), net

The tables below (in thousands) outline the charges (or any recoveries) associated with restructuring actions recorded for the three and six months ended July 1, 2018 and July 2, 2017. A description of the restructuring actions is provided in the section titled "Restructuring Programs Summary" below.

	Restructuring Charges / (Recoveries)				
	As of and for the three months ended July 1, 2018				
	Energy	Aerospace & Defense	Industrial	Corporate	Total
Facility related expenses	$ 191	$ 48	$ —	$ —	$ 239
Employee related expenses, net	605	—	—	—	605
Total restructuring charges, net	$ 796	$ 48	$ —	$ —	$ 844

Accrued restructuring charges as of April 1, 2018	$ 6,304
Total quarter to date charges, net (shown above)	844
Charges paid / settled, net	(5,601)
Accrued restructuring charges as of July 1, 2018	$ 1,547

	Restructuring Charges / (Recoveries)				
	As of and for the six months ended July 1, 2018				
	Energy	Aerospace & Defense	Industrial	Corporate	Total
Facility related expenses	$ 1,672	$ 130	$ —	$ —	$ 1,802
Employee related expenses, net	7,448	—	1,209	—	8,657
Total restructuring charges, net	$ 9,120	$ 130	$ 1,209	$ —	$ 10,459

Accrued restructuring charges as of December 31, 2017	$ 1,586
Total year to date charges, net (shown above)	10,459
Charges paid / settled, net	(10,498)
Accrued restructuring charges as of July 1, 2018	$ 1,547

We expect to make payment or settle the majority of the restructuring charges accrued as of July 1, 2018 during the second half of 2018.

	Restructuring Charges / (Recoveries) As of and for the three months ended July 2, 2017				
	Energy	Aerospace & Defense	Industrial	Corporate	Total
Facility related expenses	$ 1,144	$ 170	$ 55	$ —	$ 1,369
Employee related expenses	803	1,557	(163)	—	2,197
Total restructuring charges, net	$ 1,947	$ 1,727	$ (108)	$ —	$ 3,566

Accrued restructuring charges as of April 2, 2017	$ 1,418
Total quarter to date charges, net (shown above)	3,566
Charges paid / settled, net	(2,866)
Accrued restructuring charges as of July 2, 2017	$ 2,118

	Restructuring Charges / (Recoveries) As of and for the six months ended July 2, 2017				
	Energy	Aerospace & Defense	Industrial	Corporate	Total
Facility related expenses	$ 1,994	$ 252	$ 80	$ —	$ 2,326
Employee related expenses	975	1,887	(163)	—	2,699
Total restructuring charges, net	$ 2,969	$ 2,139	$ (83)	$ —	$ 5,025

Accrued restructuring charges as of December 31, 2016	$ 1,618
Total year to date charges, net (shown above)	5,025
Charges paid / settled, net	(4,525)
Accrued restructuring charges as of July 2, 2017	$ 2,118

Restructuring Programs Summary

As specific restructuring programs are announced, the amounts associated with that particular action may be recorded in periods other than when announced to comply with the applicable accounting rules. For example, total cost associated with 2017 Actions (as discussed below) will be recorded in 2017 and 2018. The amounts shown below reflect the total cost for that restructuring program.

During 2018 and 2017, we initiated certain restructuring activities, under which we continued to simplify our business ("2018 Actions" and "2017 Actions", respectively). Under these restructurings, we reduced expenses, primarily through reductions in force and closing a number of smaller facilities.

Charges associated with the 2018 Actions were recorded during the first and second quarters of 2018. Charges associated with the 2017 Actions were finalized in 2017.

	2018 Actions Restructuring Charges (Recoveries), net as of July 1, 2018				
	Energy	Aerospace & Defense	Industrial	Corporate	Total
Facility related expenses - incurred to date	$ 1,449	$ —	$ —	$ —	$ 1,449
Employee related expenses - incurred to date	7,382	—	1,209	—	8,591
Total restructuring related special charges - incurred to date	$ 8,831	$ —	$ 1,209	$ —	$ 10,040

Additional Restructuring Charges

In conjunction with the restructuring action noted above, we incurred certain inventory costs that are recorded in cost of revenues instead of special and restructuring charges. For the quarter and six months ended July 1, 2018, we recorded $1.1 million and $1.6 million of inventory related restructuring charges within our Energy segment for restructuring actions with our Reliability Services and Engineered Valves businesses.

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

This Quarterly Report on Form 10-Q contains certain statements that are "forward-looking statements" as that term is defined under the Private Securities Litigation Reform Act of 1995 (the "Act"). The words "may," "hope," "should," "expect," "plan," "anticipate," "intend," "believe," "estimate," "predict," "potential," "continue," and other expressions which are predictions of or indicate future events and trends and which do not relate to historical matters, identify forward-looking statements. We believe that it is important to communicate our future expectations to our stockholders, and we, therefore, make forward-looking statements in reliance upon the safe harbor provisions of the Act. However, there may be events in the future that we are not able to accurately predict or control and our actual results may differ materially from the expectations we describe in our forward-looking statements. Forward-looking statements, including statements about the integration and impact of our acquisition of fluid handling business of Colfax Corporation ("Colfax"), involve known and unknown risks, uncertainties and other factors, which may cause our actual results, performance or achievements to differ materially from anticipated future results, performance or achievements expressed or implied by such forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, changes in the price of and demand for oil and gas in both domestic and international markets, our ability to successfully integrate acquired businesses, as contemplated, the possibility that expected benefits related to the acquisition of the fluid handling business of Colfax may not materialize as expected, any adverse changes in governmental policies, variability of raw material and component pricing, changes in our suppliers' performance, fluctuations in foreign currency exchange rates, changes in tariffs or other taxes related to doing business internationally, our ability to hire and retain key personnel, our ability to operate our manufacturing facilities at efficient levels including our ability to prevent cost overruns and reduce costs, our ability to generate increased cash by reducing our working capital, our prevention of the accumulation of excess inventory, our ability to successfully implement our restructuring or simplification strategies, fluctuations in interest rates, our ability to successfully defend product liability actions, as well as the uncertainty associated with the current worldwide economic conditions and the continuing impact on economic and financial conditions in the United States and around the world, including as a result of natural disasters, terrorist attacks, current Middle Eastern conflicts and related matters. ***We advise you to read further about these and other risk factors set forth in Part I, Item 1A, "Risk Factors" of our Annual Report on Form 10-K for the year ended December 31, 2017, which is filed with the Securities and Exchange Commission ("SEC") and is available on the SEC's website at www.sec.gov.*** *We undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.*

Company Overview

We design, manufacture and market differentiated technology products and sub-systems for markets including industrial, oil & gas, aerospace and defense, and commercial marine. CIRCOR has a diversified flow and motion control product portfolio with recognized, market-leading brands that fulfill its customers' mission critical needs.

As of December 31, 2017 we organized our reporting structure into three segments: CIRCOR Energy ("Energy segment" or "Energy"), CIRCOR Advanced Flow Solutions ("Advanced Flow Solutions segment" or "AFS"), and CIRCOR Fluid Handling ("Fluid Handling" or "FH").

Effective January 1, 2018, we realigned our business segments with end markets to simplify the business, clarify customer and channel relationships and help us exploit growth synergy opportunities across the organization. The new reporting segments are Energy, Aerospace & Defense and Industrial. The Energy segment remains unchanged except for the addition of the Reliability Services business ("Reliability Services"), a business from the FH acquisition. The Aerospace & Defense segment includes the Aerospace business out of our AFS segment, as well as the Pumps Defense business of FH. The Industrial segment includes the remaining portion of FH as well as the Industrial Solutions and Power and Process businesses (essentially control valves products) that were part of AFS. In addition, a number of smaller product lines were realigned as part of this change to better manage and serve our customers. The current and prior periods are reported under the new segments.

Basis of Presentation

All significant intercompany balances and transactions have been eliminated in consolidation.

We operate and report financial information using a fiscal year ending December 31. The data periods contained within our Quarterly Reports on Form 10-Q reflect the results of operations for the 13-week, 26-week and 39-week periods which generally end on the Sunday nearest the calendar quarter-end date.

Critical Accounting Policies

Critical accounting policies are those that are both important to the accurate portrayal of a company's financial condition and results and require subjective or complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. There have been no significant changes from the methodology applied by management for critical accounting estimates previously disclosed in our most recent Annual Report on Form 10-K, expect as updated by Note 2 with respect to newly adopted accounting standards. The expenses and accrued liabilities or allowances related to certain of our accounting policies are initially based on our best estimates at the time of original entry in our accounting records. Adjustments are recorded when our actual experience, or new information concerning our expected experience, differs from underlying initial estimates. These adjustments could be material if our actual or expected experience were to change significantly in a short period of time. We make frequent comparisons of actual experience and expected experience in order to mitigate the likelihood of material adjustments.

Results of Operations

Second Quarter 2018 Compared With Second Quarter 2017

Consolidated Operations

(in thousands)	Three Months Ended July 1, 2018	Three Months Ended July 2, 2017	Total Change	Acquisitions	Operations	Foreign Exchange
Net Revenues						
Energy	$ 112,804	$ 78,276	$ 34,528	$ 17,419	$ 15,764	$ 1,345
Aerospace & Defense	57,500	43,304	14,196	11,793	1,319	1,084
Industrial	131,064	29,651	101,413	100,602	(222)	1,033
Consolidated Net Revenues	$ 301,368	$ 151,231	$ 150,137	$ 129,814	$ 16,861	$ 3,462

Net revenues for the three months ended July 1, 2018 were $301.4 million, an increase of $150.1 million (+99%) as compared to the three months ended July 2, 2017, primarily driven by our December 2017 acquisition of the Fluid Handling business (+86%), organic growth within our Energy and Aerospace & Defense businesses (+11%) and favorable foreign currency translation (+2%).

Segment Results

The Chief Operating Decision Maker ("CODM") is the function that allocates the resources of the enterprise and assesses the performance of the Company's reportable operating segments. CIRCOR has determined that the CODM is solely comprised of its Chief Executive Officer ("CEO"), as the CEO has the ultimate responsibility for CIRCOR strategic decision-making and resource allocation.

Our CODM evaluates segment operating performance using segment operating income. Segment operating income is defined as GAAP operating income determined under U.S. Generally Accepted Accounting Principles ("GAAP") excluding intangible amortization and amortization of fair value step-ups of inventory and fixed assets from acquisitions completed subsequent to December 31, 2011, the impact of restructuring related inventory write-offs, impairment charges and special charges or gains. The Company also refers to this measure as adjusted operating income. The Company uses this measure because it helps management understand and evaluate the segments' core operating results and facilitate comparison of performance for determining incentive compensation achievement. The following table presents certain reportable segment information:

(in thousands, except percentages)	Three Months Ended July 1, 2018	Three Months Ended July 2, 2017
Net revenues		
Energy	$ 112,804	$ 78,276
Aerospace & Defense	57,500	43,304
Industrial	131,064	29,651
Consolidated net revenues	$ 301,368	$ 151,231
(Loss) Income from operations before income taxes		
Energy - Segment Operating Income	9,242	8,170
Aerospace & Defense - Segment Operating Income	6,992	4,374
Industrial - Segment Operating Income	15,037	4,901
Corporate expenses	(6,450)	(5,396)
Subtotal	24,821	12,049
Restructuring charges, net	844	3,566
Special charges (recoveries), net	1,156	(5,520)
Special and restructuring charges (recoveries), net (1)	2,000	(1,954)
Restructuring related inventory charges (1)	1,067	—
Acquisition amortization (2)	11,665	2,599
Acquisition depreciation (2)	1,837	—
Acquisition amortization and other costs, net	14,569	2,599
Consolidated Operating Income	8,252	11,404
Interest expense, net	13,755	2,184
Other (income) expense, net	(3,759)	974
(Loss) income from operations before income taxes	(1,744)	8,246
Consolidated Operating Margin	2.7%	7.5%

(1) See Special & Restructuring Charges (Recoveries), net in Note 16 to the condensed consolidated financial statements for additional details.

(2) Acquisition amortization and depreciation is recorded in either cost of revenues or selling, general, and administrative expenses depending upon the nature of the underlying asset.

Energy Segment

(in thousands, except percentages)	Three Months Ended July 1, 2018	Three Months Ended July 2, 2017	Change
Net Revenues	$ 112,804	$ 78,276	$ 34,528
Segment Operating Income	9,242	8,170	1,072
Segment Operating Margin	8.2%	10.4%	

Energy segment net revenues increased $34.5 million, or 44%, for the three months ended July 1, 2018 compared to the three months ended July 2, 2017. The increase was primarily driven by the addition of the Reliability Services business acquired with the FH acquisition (+22%), our North American Distributed Valves business (+12%), our Refinery Valves business (+11%), and favorable foreign currency fluctuations (+2%), partially offset by declines in our Engineered Valves business (-4%). Energy segment orders increased $40.0 million, or 55%, for the three months ended July 1, 2018 compared to the three months ended July 2, 2017, primarily driven by our Reliability Services business (+25%), our Engineered Valves business (+20%), and capital project and maintenance, repair, and overhaul orders within our Refinery Valves business (+12%), partially offset by lower orders within our North American Distributed Valves business (-3%).

Segment operating income increased $1.1 million, or 13%, to $9.2 million for the three months ended July 1, 2018 compared to $8.2 million for the three months ended July 2, 2017. The increase was primarily driven by operational improvements within our Refinery Valves business (+30%) and recently acquired Reliability Services business (+26%), partially offset by operational losses within our Engineered Valves business (-42%).

The decrease in Segment Operating Margin from 10.4% to 8.2% was primarily driven by losses within Engineered Valves and lower profitability in Distributed Valves.

Aerospace & Defense Segment

	Three Months Ended		
(in thousands, except percentages)	**July 1, 2018**	**July 2, 2017**	**Change**
Net Revenues	$ 57,500	$ 43,304	$ 14,196
Segment Operating Income	6,992	4,374	2,618
Segment Operating Margin	12.2%	10.1%	

Aerospace & Defense segment net revenues increased by $14.2 million, or 33%, to $57.5 million for the three months ended July 1, 2018 compared to the three months ended July 2, 2017. The increase was primarily driven by the defense-related business ("Pumps Defense") acquired in the FH acquisition (+27%), price and volume increases in our United States ("U.S.") actuation and fluid controls business, U.S. Government defense business (+5%), and favorable foreign currency fluctuations (+3%), partially offset by declines in our French business (-3%) primarily due to the divestiture of our "build-to-print" business in 2017. Aerospace & Defense segment orders increased $19.5 million, or 49%, for the three months ended July 1, 2018 compared to the three months ended July 2, 2017, primarily driven by our Pumps Defense business (+39%) and our U.S. actuation and fluid controls business (+12%), partially offset by declines in our U.S. Government defense and French businesses (-2%).

Segment operating income increased $2.6 million, or 60%, to $7.0 million for the three months ended July 1, 2018 compared to the three months ended July 2, 2017. The increase in operating income was primarily driven by the Pumps Defense business (+51%), lower headquarter costs (+30%), and operational improvements within our French business (+10%), partially offset by operational declines in our U.S. actuation (-20%) which includes an inventory write-down and UK defense businesses (-12%).

The increase in Segment Operating Margin from 10.1% to 12.2% was primarily driven by the addition of the higher margin Pumps Defense business as well as improved profit margins in France.

Industrial Segment

	Three Months Ended		
(in thousands, except percentages)	**July 1, 2018**	**July 2, 2017**	**Change**
Net Revenues	$ 131,064	$ 29,651	$ 101,413
Segment Operating Income	15,037	4,901	10,136
Segment Operating Margin	11.5%	16.5%	

Industrial segment net revenues increased $101.4 million to $131.1 million for the three months ended July 1, 2018 compared to the three months ended July 2, 2017. The increase was primarily driven by the European and North American Pumps Businesses ("Pumps Businesses") acquired in the FH acquisition (+339%). The Pumps businesses saw a significant increase in orders in the general industrial sector in Europe. Demand in North America was largely driven by the timing of certain Navy orders, bookings in Oil & Gas end markets, and strength in general industrial sectors. Industrial segment orders increased $106.9 million, or 358%, for the three months ended July 1, 2018 compared to the three months ended July 2, 2017, mainly due to the FH acquisition.

Segment operating income increased $10.1 million, for the three months ended July 1, 2018 compared to the three months ended July 2, 2017, primarily driven by the Pumps Businesses (+195%), European Valves businesses (+10%), and favorable foreign currency fluctuations (+4%).

The decrease in segment operating margin from 16.5% to 11.5% was driven by the addition of the lower margin Pumps Business.

Corporate Expenses

Corporate expenses were $6.5 million for the three months ended July 1, 2018 compared to $5.4 million for the three months ended July 2, 2017 primarily driven by higher variable compensation, professional fees and integration costs.

Special and Restructuring Charges (Recoveries), net

During the three months ended July 1, 2018 and July 2, 2017, the Company recorded a net charge of $2.0 million and a net recovery of $2.0 million, respectively, within our condensed consolidated statements of income (loss) caption "Special and restructuring charges (recoveries), net". These special and restructuring charges (recoveries), net are described in further detail in Note 16 to the condensed consolidated financial statements.

Restructuring-related inventory charges

During the three months ended July 1, 2018, the Company recorded a charge of $1.1 million within our condensed consolidated statements of income (loss) caption "Cost of Revenues". These charges are described in further detail in Note 16 to the condensed consolidated financial statements.

Acquisition amortization

During the three months ended July 1, 2018 and July 2, 2017, the Company recorded amortization expense of $11.7 million and $2.6 million, respectively, for intangibles acquired in acquisitions completed subsequent to December 31, 2011. These amortization expenses are recorded in either cost of revenues or selling, general, and administrative expenses depending upon the nature of the underlying asset.

Acquisition step-up depreciation

During the three months ended July 1, 2018, the Company recorded depreciation expense of $1.8 million related to the step-up to fair value of the plant, property, and equipment related to the FH acquisition.

Interest Expense, net

Interest expense increased $11.6 million to $13.8 million in the three months ended July 1, 2018 compared to the three months ended July 2, 2017. The change in interest expense was primarily due to higher outstanding debt balances as a result of our purchase of FH during the fourth quarter of 2017.

Other (Income) Expense, net

During the three months ended July 1, 2018, we had other income, net of $3.8 million, as compared to other expense, net of $1.0 million for the three months ended July 2, 2017. The difference primarily relates to net pension income for the retirement plans we acquired as part of the FH acquisition. Effective January 1, 2018 all non-service pension gains and losses are to be recorded in the Other (Income) Expense, net caption on our condensed consolidated statement of income (loss).
In addition, we had gains related to changes in foreign currency whereas in the three months ended July 2, 2017, we had losses.

Comprehensive (Loss) Income

During the three months ended July 1, 2018 we had a comprehensive loss of $19.7 million, as compared to other comprehensive income of $22.2 million for the three months ended July 2, 2017. The decrease primarily relates to unfavorable foreign currency fluctuations of $40.0 million.

Benefit from Income Taxes

The table below outlines the change in effective tax rate for the three months ended July 1, 2018 as compared to the three months ended July 2, 2017 (in thousands, except percentages).

	Three months ended	
	July 1, 2018	July 2, 2017
(LOSS) INCOME BEFORE INCOME TAXES	$ (1,744)	$ 8,246
U.S. tax rate	21.0 %	35.0 %
State taxes	73.2 %	0.4 %
US permanent differences	143.8 %	(0.5)%
Foreign Tax rate differential	(160.2)%	(2.4)%
Unbenefited foreign losses	(33.1)%	(0.4)%
Global Intangible Low-Taxed Income impact	82.6 %	— %
Intercompany financing	300.1 %	(1.1)%
Non-taxable Refinery Valves purchase consideration	— %	(40.2)%
Other	2.0 %	0.4 %
Effective tax rate	429.4 %	(8.8)%
Benefit from income taxes	$ (7,646)	$ (724)

First Six Months of 2018 Compared With First Six Months of 2017

Consolidated Operations

(in thousands)	Six Months Ended July 1, 2018	Six Months Ended July 2, 2017	Total Change	Acquisitions	Operations	Foreign Exchange
Net Revenues						
Energy	$ 212,776	$ 154,486	$ 58,290	$ 32,150	$ 22,515	$ 3,625
Aerospace & Defense	115,977	84,905	31,072	25,483	2,376	3,213
Industrial	248,195	57,048	191,147	190,054	(1,741)	2,834
Consolidated Net Revenues	$ 576,948	$ 296,439	$ 280,509	$ 247,687	$ 23,150	$ 9,672

Net revenues for the six months ended July 1, 2018 were $576.9 million, an increase of $280.5 million (+95%) as compared to the six months ended July 2, 2017, primarily driven by our December 2017 acquisition of FH (+84%), organic growth within our Energy and Aerospace & Defense businesses (+8%) and favorable foreign currency translation (+3%).

Segment Results

(in thousands, except percentages)	Six Months Ended July 1, 2018	Six Months Ended July 2, 2017
Net revenues		
Energy	$ 212,776	$ 154,486
Aerospace & Defense	115,977	84,905
Industrial	248,195	57,048
Consolidated net revenues	$ 576,948	$ 296,439
(Loss) Income from operations before income taxes		
Energy - Segment Operating Income	14,938	14,576
Aerospace & Defense - Segment Operating Income	15,923	8,158
Industrial - Segment Operating Income	27,983	9,285
Corporate expenses	(14,249)	(10,874)
Subtotal	44,595	21,145
Restructuring charges, net	10,459	5,025
Special charges (recoveries), net	3,987	(7,788)
Special and restructuring charges (recoveries), net (1)	14,446	(2,763)
Restructuring related inventory charges (1)	1,540	—
Amortization of inventory step-up	6,600	—
Acquisition amortization (2)	23,565	5,150
Acquisition depreciation (2)	3,572	—
Acquisition amortization and other costs, net	35,277	5,150
Consolidated Operating (Loss) Income	(5,128)	18,758
Interest expense, net	25,556	3,853
Other (income) expense, net	(5,620)	1,200
(Loss) income from operations before income taxes	$ (25,064)	$ 13,705
Consolidated Operating Margin	(0.9)%	6.3%

(1) See Special & Restructuring Charges (Recoveries), net in Note 16 to the condensed consolidated financial statements for additional details.

(2) Acquisition amortization and depreciation is recorded in either cost of revenues or selling, general, and administrative expenses depending upon the nature of the underlying asset.

Energy Segment

(in thousands, except percentages)	Six Months Ended July 1, 2018	Six Months Ended July 2, 2017	Change
Net Revenues	$ 212,776	$ 154,486	$ 58,290
Segment Operating Income	14,938	14,576	362
Segment Operating Margin	7.0%	9.4%	

Energy segment net revenues increased $58.3 million, or 38%, for the six months ended July 1, 2018 compared to the six months ended July 2, 2017. The increase was primarily driven by the addition of the Reliability Services business acquired with the FH acquisition (+21%), our North American Distributed Valves business (+10%), our Refinery Valves business (+8%), and favorable foreign currency fluctuations (+2%), partially offset by declines in our Engineered Valves business (-4%). Energy segment orders increased $69.7 million, or 40%, for the six months ended July 1, 2018 compared to the six months ended July 2, 2017, primarily driven by our Reliability Services business (+20%), capital project and maintenance, repair, and overhaul orders within our Refinery Valves business (+21%), and our Engineered Valves business (+11%), partially offset by lower orders within our North American Distributed Valves business (-12%).

Segment operating income increased $0.4 million, or 2%, to $14.9 million, for the six months ended July 1, 2018 compared to$14.6 million for the six months ended July 2, 2017. The increase was primarily driven by increased volume within our Refinery Valves business (+22%), recently acquired Reliability Services business (+14%), and lower headquarter costs (+8%), partially offset by operational declines within our Engineered Valves business (-28%) and operational inefficiencies in our North American Distributed Valves businesses (-10%).

The decrease in Segment Operating Margin from 9.4% to 7.0% was primarily driven by losses within Engineered Valves and lower Distributed Valves.

Aerospace and Defense Segment

	Six Months Ended		
(in thousands, except percentages)	**July 1, 2018**	**July 2, 2017**	**Change**
Net Revenues	$ 115,977	$ 84,905	$ 31,072
Segment Operating Income	15,923	8,158	7,765
Segment Operating Margin	13.7%	9.6%	

Aerospace & Defense segment net revenues increased by $31.1 million, or 37%, to $116.0 million for the six months ended July 1, 2018 compared to the six months ended July 2, 2017. The increase was primarily driven by the Pumps Defense business (+30%), price and volume increases in our U.S. Government defense business (+5%), and favorable foreign currency fluctuations (+4%), partially offset by declines in our French business (-4%). Aerospace & Defense segment orders increased $22.9 million, or 24%, for the six months ended July 1, 2018 compared to the six months ended July 2, 2017, primarily driven by our Pumps Defense business (+29%) and U.S. fluid control and actuation business (+9%), partially offset by declines in our U.S. Government defense business (-14%) given the timing of certain large orders for the Joint Strike Fighter and the Multi-Mission Maritime Aircraft programs recorded in the prior year. This year's Joint Strike Fighter program orders are now expected in the fourth quarter of 2018.

Segment operating income increased $7.8 million, or 95%, to $15.9 million for the six months ended July 1, 2018 compared to the six months ended July 2, 2017. The increase in operating income was primarily driven by the Pumps Defense business (+62%), lower headquarter costs (+24%), operational improvements within our U.S. Government defense (+16%) and French (+5%) businesses, partially offset by operational declines in our U.S. fluid control and actuation (-9%) and UK defense businesses (-7%).

The increase in Segment Operating Margin from 9.6% to 13.7% was driven by the addition of the higher margin Pumps Defense business as well as price and productivity improvements across the legacy businesses.

Industrial Segment

	Six Months Ended		
(in thousands, except percentages)	**July 1, 2018**	**July 2, 2017**	**Change**
Net Revenues	248,195	57,048	$ 191,147
Segment Operating Income	27,983	9,285	18,698
Segment Operating Margin	11.3%	16.3%	

Industrial segment net revenue increased $191.1 million, to $248.2 million for the six months ended July 1, 2018 compared to the six months ended July 2, 2017. The increase was primarily driven by the Pumps businesses (+333%). The Pumps businesses saw a significant increase in orders in the general industrial and commercial marine sectors in Europe. Demand in North America was largely driven by the timing of certain Navy orders, bookings in Oil & Gas end markets, and strength in general industrial sectors. Industrial segment orders increased $215.8 million, or 375%, for the six months ended July 1, 2018 compared to the six months ended July 2, 2017, mainly due to the FH acquisition.

Segment operating income increased $18.7 million, or 201%, for the six months ended July 1, 2018 compared to the six months ended July 2, 2017, primarily driven by the Pumps Businesses (+206%) and favorable foreign currency fluctuations (+4%), partially offset by operational declines in our European Valves (-5%) and North American Valves (-4%) businesses.

The decrease in Segment Operating Margin from 16.3% to 11.3% was driven by the addition of the lower margin Pumps Business.

Corporate Expenses

Corporate expenses increased $3.4 million to $14.2 million for the six months ended July 1, 2018. The increase was primarily driven by higher variable compensation, professional fees and integration costs.

Special and Restructuring Charges (Recoveries), net

During the six months ended July 1, 2018 and July 2, 2017, the Company recorded a net charge of $14.4 million and a net recovery of $2.8 million, respectively, within our condensed consolidated statements of income (loss) caption "Special and restructuring charges (recoveries), net". These special and restructuring charges (recoveries), net are described in further detail in Note 16 to the condensed consolidated financial statements.

Interest Expense, net

Interest expense increased $21.7 million, to $25.6 million in the six months ended July 1, 2018. The change in interest expense was primarily due to higher outstanding debt balances as a result of our purchase of FH during the fourth quarter of 2017.

Other (Income) Expense, net

Other income, net, was $5.6 million for the six months ended July 1, 2018 compared to other expense, net of $1.2 million for the six months ended July 2, 2017. The difference primarily relates to net pension income for the retirement plans we acquired as part of the FH acquisition. Effective January 1, 2018 all non-service pension gains and losses are to be recorded in the Other (Income) Expense, net caption on our condensed consolidated statement of income (loss). In addition, we had gains related to changes in foreign currency whereas in the six months ended July 2, 2017, we had losses.

Comprehensive Income (Loss)

Comprehensive income decreased from $32.3 million for the six months ended July 2, 2017 to a $28.8 million loss for the six months ended July 1, 2018. The decrease primarily relates to unfavorable foreign currency fluctuations of $37.0 million.

As of July 1, 2018, we have a cumulative currency translation adjustment of $18.1 million regarding our Brazil entity. If we were to cease to have a controlling financial interest in the Brazil legal entity, we would incur a non-cash charge of $18.1 million, which would be included as a special charge within the results of operations.

Benefit from Income Taxes

The table below outlines the change in effective tax rate for the six months ended July 1, 2018 as compared to the six months ended July 2, 2017 (in thousands, except percentages).

	Six months ended	
	July 1, 2018	July 2, 2017
(LOSS) INCOME BEFORE INCOME TAXES	$ (25,064)	$ 13,705
U.S. tax rate	21.0 %	35.0 %
State taxes	7.1 %	0.3 %
US permanent differences	13.9 %	(0.6)%
Foreign Tax rate differential	(13.2)%	(3.7)%
Unbenefited foreign losses	(4.2)%	0.5 %
Global Intangible Low-Taxed Income impact	(2.7)%	— %
Intercompany financing	29.3 %	(1.0)%
Non-taxable Refinery Valves purchase consideration	— %	(31.1)%
Other	2.7 %	0.3 %
Effective tax rate	54.0 %	(0.3)%
Benefit from income taxes	$ (13,525)	$ (37)

Restructuring Actions

During 2018 and 2017, we initiated "the 2018 Actions" and "the 2017 Actions". Under these restructurings, we reduced expenses, primarily through reductions in workforce and closing a number of smaller facilities. The table below (in millions) outlines the cumulative effects on past and future earnings resulting from our announced restructuring plans.

	Cumulative Planned Savings	Cumulative Projected Savings	Expected Periods of Savings Realization
2018 Actions	$ 8.2	$ 8.2	Q2 2018 - Q3 2019
2017 Actions	6.9	6.9	Q2 2017 - Q4 2018
Total Savings	$ 15.1	$ 15.1	

As shown in the table above, our projected cumulative restructuring savings are aligned with our cumulative planned savings amounts. The expected periods of realization of the restructuring savings are fairly consistent with our original plans. Our restructuring actions are funded by cash generated by operations.

We expect to incur restructuring related special charges between $2.8 million and $3.0 million to complete the 2018 Actions. The 2017 Actions were finalized during the fourth quarter of 2017.

Liquidity and Capital Resources

Our liquidity needs arise primarily from capital investment in machinery, equipment and the improvement of facilities, funding working capital requirements to support business growth initiatives, acquisitions, and debt service costs. We have historically generated cash from operations and remain in a strong financial position, with resources available for reinvestment in existing businesses, strategic acquisitions and managing our capital structure on a short and long-term basis.

Through the first half of 2018, we have not generated cash from operations; however, we do expect to generate cash from operations for the full year.

The following table summarizes our cash flow activities for the six month periods indicated (in thousands):

	July 1, 2018	July 2, 2017
Cash flow provided by (used in):		
Operating activities	$ (610)	$ 13,562
Investing activities	(5,404)	(3,719)
Financing activities	(29,672)	(206)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(5,785)	4,056
(Decrease) / Increase in cash, cash equivalents and restricted cash	$ (41,471)	$ 13,693

During the six months ended July 1, 2018, we used $0.6 million of cash from operating activities compared to generating $13.6 million during the same period in 2017. The $14.2 million decrease was primarily driven by higher cash usage in accounts payable, accrued expenses and other liabilities ($27.7 million), prepayment for miscellaneous company assets ($8.6 million), lower collections on accounts receivables ($3.3 million), and higher inventory purchases ($2.4 million), partially offset by higher earnings excluding non-cash charges of $27.9 million.

During the six months ended July 1, 2018, we used cash of $5.4 million in investing activities as compared to using cash of $3.7 million during the same period in 2017. The $1.7 million year over year decrease in cash was primarily driven by additions to property, plant and equipment ($6.4 million) primarily related to upgrade projects in the FH businesses that were in process when we acquired them, partially offset by $4.8 million higher net working capital adjustments for the FH acquisition during 2018 opposed to the Critical Flow Solutions acquisition during 2017.

During the six months ended July 1, 2018, we used cash of $29.7 million from financing activities as compared to using cash of $0.2 million during the same period in 2017. The $29.5 million year over year decrease in cash generated from financing activities relates to $61.2 million of cash returned to the seller of the FH business, partially offset by $31.1 million of net borrowings under our revolving credit facility.

As of July 1, 2018, total debt (including current portion) was $827.6 million compared to $795.2 as of December 31, 2017. Total debt as a percentage of total shareholders’ equity was 144% as of July 1, 2018 compared to 131% as of December 31, 2017. As of July 1, 2018, we had available capacity to borrow an additional $42.3 million under our revolving credit facility.

We completed the acquisition of FH on December 11, 2017. The total consideration paid to acquire FH consisted of $542.0 million in cash, 3,283,424 shares of our common stock (the "Shares") and the assumption of net pension and post-retirement liabilities of FH. We financed the cash consideration through a combination of committed debt financing and cash on hand. Refer to Note 5, “Business Acquisition,” to the condensed consolidated financial statements for details. As a result of the transaction we incurred significant debt, including secured indebtedness, as described below.

In the second quarter of 2018, Colfax sold all the Shares in an underwritten public offering in which the Company did not receive any proceeds.

We entered into a secured Credit Agreement, dated as of December 11, 2017 ("2017 Credit Agreement"), which provides for a $150.0 million revolving line of credit with a five year maturity and a $785.0 million term loan with a seven year maturity which was funded at closing of the FH acquisition in full. We entered into the 2017 Credit Agreement to fund acquisitions, such as the acquisition of FH, to support our operational growth initiatives and working capital needs, and for general corporate purposes. As of July 1, 2018, we had borrowings of $827.6 million outstanding under our credit facility and $76.8 million outstanding under letters of credit.

The 2017 Credit Agreement contains covenants that require, among other items, maintenance of certain financial ratios and also limits our ability to: enter into secured and unsecured borrowing arrangements; issue dividends to shareholders; acquire and dispose of businesses; invest in capital equipment; transfer assets among domestic and international entities; participate in certain higher yielding long-term investment vehicles; and issue additional shares of our stock which limits our ability to borrow under the credit facility. The primary financial covenant is first lien net leverage, a ratio of total secured debt (less cash and cash equivalents) to total earnings before interest expense, taxes, depreciation, and amortization based on the 12 months ended at the testing period. We were in compliance with all financial covenants related to our existing debt obligations at July 1, 2018 and we believe it is likely that we will continue to meet such covenants for at least the next twelve months from date of issuance of the financial statements.

Our ratio of current assets to current liabilities was 2.3:1 as of July 1, 2018, which reflected no change from December 31, 2017.

As of July 1, 2018, cash, cash equivalents, and short-term investments totaled $69.0 million. These cash and cash equivalent balances are substantially all held in foreign bank accounts. This compares to $110.4 million of cash, cash equivalents, and short-term investments as of December 31, 2017, substantially all of which was held in foreign bank accounts. The December 31, 2017 balance included $64.5 million which was to be returned to Colfax. The cash and cash equivalents located at our foreign subsidiaries may not be repatriated to the U.S. or other jurisdictions without certain tax implications. On a provisional basis, the Company does not expect to owe the one-time transition tax liability, based on foreign tax pools that are in excess of U.S. tax rates. We believe that our U.S. based subsidiaries, in the aggregate, will generate positive operating cash flows and in addition we may utilize our 2017 Credit Agreement for U.S. based cash needs.

In the second half of 2018, we expect to generate positive cash flow from operating activities sufficient to support our capital expenditures and service our debt. Based on our expected cash flows from operations and contractually available borrowings under our credit facility, we expect to have sufficient liquidity to fund working capital needs and future growth over at least the next twelve months from date of filing the 2017 financial statements. On February 28, 2018, we announced the suspension of our nominal dividend, as part of our capital deployment strategy.

There is currently significant uncertainty about the future relationship between the United States and China, including with respect to trade policies, treaties, government regulations and tariffs. The current U.S. administration has called for substantial changes to U.S. foreign trade policy including greater restrictions on international trade and significant increases in tariffs on good imported into the U.S. To the extent the additional round of proposed tariffs (at the 10% increase) are enacted in the third quarter, we expect that they would have an approximately $2 million impact this year resulting in higher cost of imported material primarily for our Distributed Valves product line. We are exploring strategies to mitigate this potential impact.

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements that have, or are reasonably likely to have, a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures, or capital resources that is material to investors.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market Risk

Business performance in the Oil & Gas refining sector is largely tied to refining margins, which are also driven by the market price of crude oil and gasoline demand. Seasonal factors such as hurricanes and peak gasoline demand in the summer months may also drive high crack spread margins. During periods when high crack spread margins exist, refineries prefer to operate continuously at full capacity. Refiners may decide to delay planned maintenance (commonly called “unit turnarounds”) during these periods to maximize their returns. Refining crack spread margins remained high for most of 2017, which resulted in delayed unit turnarounds, especially in the Gulf of Mexico region. As a result, the timing of major capital projects in our severe service Refinery Valves business were impacted. While planned maintenance and unit turnarounds are necessary for safe and efficient operation of the refineries, project timing driven by these factors may continue to create fluctuations in our performance.

The commercial marine market experienced a historically unprecedented decade-long increase in new ship builds beginning in 2004 to meet the increase in global trade demand. This created an over-supply of capacity that resulted in a slowdown of new ship contracts between 2015 to 2017. The pumps that we supply to the commercial marine market are first supplied during commissioning of a new vessel, with aftermarket business over the lifetime of that vessel. While we have experienced increased aftermarket business during the past decade as the global shipping fleet has expanded, the downturn in new ship builds starting in 2015 has negatively impacted our new equipment commercial marine business. Any extended downturn in the commercial marine market could have a material adverse effect on our business.

Foreign Currency Exchange Risk

The Company is exposed to certain risks relating to its ongoing business operations including foreign currency exchange rate risk and interest rate risk.

Interest Rate Risk

Loans under our credit facility bear interest at variable rates which reset every 30 to 180 days depending on the rate and period selected by the Company.

Effective April 12, 2018, we entered into an interest rate swap pursuant to an International Swaps and Derivatives Association ("ISDA") Master Agreement with Citizens Bank, National Association ("interest rate swap"). The four-year swap has a fixed notional value of $400.0 million with a 1% LIBOR floor and a maturity date of April 12, 2022. The fixed rate of interest paid by us is comprised of our current credit spread of 350 basis points plus 2.6475% for a total interest rate of 6.1475%. The ISDA Master Agreement, together with its related schedules, contain customary representations, warranties and covenants. This hedging agreement was entered into to mitigate the interest rate risk inherent in our variable rate debt and is not for speculative trading purposes. See Note 8 to the condensed consolidated financial statements for additional information on the interest rate swap we executed during the second quarter of 2018.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO") (our principal executive officer and principal financial officer, respectively), has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934) as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on that evaluation, our CEO and CFO concluded that, as of July 1, 2018, the Company's disclosure controls and procedures were effective.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting during the quarter ended July 1, 2018 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

For information regarding our legal proceedings refer to the first three paragraphs of Note 10 to the condensed consolidated financial statements included in this Quarterly Report on Form 10-Q, which disclosure is referenced herein.

ITEM 1A. RISK FACTORS

We have not identified any material changes from the risk factors as previously disclosed in Item 1A to Part I of our Annual Report on Form 10-K for the year ended December 31, 2017 with the exception of the additional risk factor set forth below:

If we incur higher costs as a result of trade policies, treaties, government regulations or tariffs, we may become less profitable

There is currently significant uncertainty about the future relationship between the United States and China, including with respect to trade policies, treaties, government regulations and tariffs. The current U.S. administration has called for substantial changes to U.S. foreign trade policy including greater restrictions on international trade and significant increases in tariffs on goods imported into the U.S. To the extent the additional round of proposed tariffs (at the 10% increase) are enacted in the third quarter, we expect that they would have an approximately $2 million impact this year resulting in higher cost of imported material primarily for our Distributed Valves product line. We are exploring strategies to mitigate this potential impact.

ITEM 6. EXHIBITS

Exhibit No.		Description and Location
3.1*		Amended and Restated Certificate of Incorporation of the Company incorporated herein by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q (File No. 001-14962), filed with the SEC on October 29, 2009.
3.2*		Amended and Restated By-Laws, as amended, of the Company, incorporated herein by reference to Exhibit 3.1 to the Company's Quarterly Report on 10-Q (File No. 001-14962), filed with the SEC on October 31, 2013.
10.1*		Performance-based restricted stock unit agreement for employees under the CIRCOR International, Inc. 2014 Stock Option and Incentive Plan.
10.2*		Phantom Stock Unit Agreement for international employees CIRCOR International, Inc. 2014 Stock Option and Incentive Plan.
10.3*		Lane Walker Offer Letter.
31.1*		Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*		Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32**		Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101		The following financial statements (Unaudited) from CIRCOR International, Inc.'s Quarterly Report on Form 10-Q for the quarter ended July 1, 2018, as filed with the Securities and Exchange Commission on August 7, 2018, formatted in XBRL (eXtensible Business Reporting Language), as follows:
	(i)	Condensed Consolidated Balance Sheets as of July 1, 2018 and December 31, 2017
	(ii)	Condensed Consolidated Statements of Income (Loss) for the Three and Six Months Ended July 1, 2018 and July 2, 2017
	(iii)	Condensed Consolidated Statements of Comprehensive (Loss) Income for the Three and Six Months Ended July 1, 2018 and July 2, 2017
	(iv)	Condensed Consolidated Statements of Cash Flows for the Three and Six Months Ended July 1, 2018 and July 2, 2017
	(v)	Notes to the Condensed Consolidated Financial Statements

* Filed with this report.

** Furnished with this report.

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.

CIRCOR INTERNATIONAL, INC.

August 7, 2018	/s/ Scott A. Buckhout
	Scott A. Buckhout
	President and Chief Executive Officer
	Principal Executive Officer
August 7, 2018	/s/ Rajeev Bhalla
	Rajeev Bhalla
	Executive Vice President, Chief Financial Officer
	Principal Financial Officer
August 7, 2018	/s/ David F. Mullen
	David F. Mullen
	Vice President and Corporate Controller
	Principal Accounting Officer

Exhibit 10.1

**PERFORMANCE-BASED RESTRICTED STOCK UNIT AGREEMENT
FOR EMPLOYEES UNDER THE
CIRCOR INTERNATIONAL, INC.
2014 STOCK OPTION AND INCENTIVE PLAN**

Name of Awardee: Participant Name
Awardee Solium Number: XXXX
Target Number of Performance Based Restricted Stock Units: XXXX (the "Target Performance Based Award")
Award Date: March 5, 2018

Pursuant to the CIRCOR International, Inc. 2014 Stock Option and Incentive Plan (the "Plan"), CIRCOR International, Inc. (the "Company") hereby grants to the Awardee named above, who is an officer, director or employee of the Company or any of its Subsidiaries, an award (the "Award") of Performance Based Restricted Stock Units ("RSUs") subject to the terms and conditions set forth herein and in the Plan. Except as specifically provided below, an RSU shall only be settled for Stock (as defined below) if it has been earned under paragraph 1 and has become vested as provided in either paragraph 2 or paragraph 4 below.

1. Earned RSUs.

(a) One third of the Target Number of Performance Based RSUs may be earned during the 2018 fiscal year ("Tranche 1"), the twenty-four month period beginning on January 1, 2018 ("Tranche 2") and the thirty-six month period beginning on January 1, 2018 ("Tranche 3") (each, a "Tranche" and collective, the "Tranches").

(b) The number of RSUs earned during each Tranche shall be based fifty percent on the Company's Adjusted Return on Invested Capital ("Adjusted ROIC") and Adjusted Operating Margin ("Adjusted OM" or "AOM") for the period of time corresponding to that Tranche.

(i) "Return on Invested Capital" or "ROIC" with respect to a fiscal year is calculated by dividing the Company's operating profit by average invested capital for that year.

(ii) "Operating Margin" or "OM" with respect to a fiscal year is calculated by dividing the Company's income from operations by the Company's net sales for that year, where income from operations and net sales are each as set forth in the audited consolidated financial statements of the Company.

The Committee shall determine in its discretion Adjusted ROIC and AOM based on ROIC and OM, respectively after adjusting for events not considered in determining the initial performance targets. Such adjustments, include but are not limited to, restructuring and restructuring related charges; goodwill impairment charges, changes in the law or in accounting standards; the impact of significant acquisitions and divestitures of businesses; and other non-recurring financial statement impacts to net earnings from continuing operations, fixed assets and/or working capital disclosed in the Company's audited consolidated financial statements, and notes thereto, in order to keep the financial statements from being misleading.

(c) Subject to paragraph 4 below, the percentage of RSUs earned with respect to a Tranche based on Adjusted ROIC and AOM shall be determined pursuant to the chart set forth in Exhibit A to this Agreement. In no event shall an amount be earned for a Tranche.

2. Vesting Schedule. Unless otherwise set forth in this Award Agreement, no portion of this Award shall vest or be received until three (3) years from the Award Date set forth above (the "Vesting Date"). In the event of a Covered Transaction as defined in Section 3(c) of the Plan prior to the end of a Tranche, there shall be immediate vesting of that number of RSUs equaling the greater of (i) the portion of the Target

Performance Based Award attributable to that Tranche and (ii) that amount that is determined by applying paragraph1 above except that the period of time with respect to any such uncompleted Tranche shall be deemed to consist of those fiscal years or portions of fiscal years that have been completed most recently prior to the Covered Transaction. If the Covered Transaction occurs following the end of the last Tranche, there shall be immediate vesting of that number of earned RSUs determined in accordance with paragraph 1 above. RSUs that vested under this paragraph 2 shall be deemed to be earned under this Award Agreement, and shall be distributed as soon as reasonably practicable after a Covered Transaction except as provided under paragraph 6 below.

3. Deferral of Award.

a) Subject to paragraph 2 above (regarding Covered Transactions), each vested RSU entitles Awardee to receive one share of the Company's Common Stock (the "Stock") on the later of (i) the Vesting Date for such RSU or (ii) the end of the deferral period specified by Awardee. Any deferral period must be expressed as a number of whole years, not less than four (4), beginning on the Award Date. Such deferral election shall be made within 30 days of the Award Date. This deferral period will apply only to deferral elections made on the specific Deferral Election Form. In addition, any such deferral must apply to receipt of all shares of Stock underlying the entire vested Award that are eligible to be deferred under this paragraph 3; for example, a deferral period of seven (7) years would result in Awardee receiving shares of Stock underlying the entire vested Award seven (7) years from the Award Date regardless of the fact that the Earned RSUs may have vested at differing times. (If no deferral period is specified on the Deferral Election Form, Stock will be issued as soon as practicable upon vesting of the RSUs).

b) Shares of Stock underlying the RSUs shall be issued and delivered to Awardee in accordance with paragraph (a) and upon compliance to the satisfaction of the Committee with all requirements under applicable laws or regulations in connection with such issuance and with the requirements hereof and of the Plan, but in no event later than the end of the calendar year in which the Awardee earned a vested right to payment. The determination of the Committee as to such compliance shall be final and binding on Awardee.

c) Until such time as shares of Stock have been issued to Awardee pursuant to paragraph 4 b) above, and except as set forth in paragraph d) below regarding dividends and dividend equivalents, Awardee shall not have any rights as a holder of the shares of Stock underlying this Award including but not limited to voting rights.

d) Until such time as RSUs have vested pursuant to the terms hereof, dividend equivalents shall be accrued with respect to each share of Stock underlying the RSUs such that, upon vesting of such RSUs, all dividend equivalents so accrued (without interest) with respect to Earned RSUs shall be paid in cash to Awardee. In addition, with respect to RSUs which have vested but have not been converted into shares of Stock pursuant to a valid deferral election by Awardee, dividends on the shares of Stock underlying such RSUs shall be paid in cash to Awardee upon declaration of such dividends as if Awardee were the owner of the underlying shares of Stock. Notwithstanding the foregoing, no dividends or dividend equivalents shall be accrued or paid for RSUs that are not earned under paragraph 1 above.

4. Termination of Employment or Other Business Relationship. If the Awardee's employment or other business relationship with the Company or a Subsidiary (as defined in the Plan) is terminated for any reason except as otherwise set forth in this paragraph 4, Awardee's right in any RSUs that are not vested, whether or not earned under paragraph 1 above, shall automatically terminate upon the effective date of such termination of employment or other business relationship with the Company and its Subsidiaries and such RSUs shall be cancelled as provided within the terms of the Plan and shall be of no further force and effect.

a) Termination Due to Death. If the Awardee's employment terminates by reason of the Awardee's death, (excluding death by suicide), the outstanding Target Number of Performance-Based RSUs with respect to any Tranche that is not completed within 60 days of such termination of employment shall be deemed earned and vested as of the Awardee's date of death and the Company, within 75 days following the effective date of such termination shall issue all outstanding shares of Stock with respect to such RSUs to Awardee's designated beneficiary or, if there is no designated beneficiary, the Awardee's estate executor. In the event, however, that within such 60 day period, a Tranche has been completed, then the number of Performance-Based RSUs to be settled with an issuance of Stock shall be based on the actual results for such Tranche as calculated in accordance with paragraph 1 and such distribution shall be made as soon as reasonably practicable after the end of such Tranche.

b) Termination Due to Disability. If the Awardee's employment terminates by reason of the Awardee's qualified disability, (an individual shall be considered disabled if such individual qualifies for receipt of long-term disability benefits under the long-term disability plan then in effect for the Company's employees), the outstanding Target Number of Performance-Based RSUs with respect to any Tranche that is not completed within 60 days of such termination of employment shall be deemed earned and vested as of the date of such qualifying disability and the Company, within 75 days following the effective date of such termination, shall issue all outstanding shares of Stock with respect to such RSUs to Awardee or, if applicable, the Awardee' s guardian. In the event, however, that within such 60 day period, a Tranche has been completed, then the number of Performance-Based RSUs to be settled with the issuance of Stock shall be based on the actual results for such Tranche as calculated in accordance with paragraph 1 and such distribution shall be made as soon as reasonably practicable after the end of such Tranche.

c) Termination Due to Retirement. If the Awardee's employment is terminated by reason of the Awardee's early or normal retirement, (as defined in the Company's Defined Benefit Pension Plan), Awardee will be entitled to that number of earned RSUs Awardee would have achieved under Paragraph 1 with respect to each Tranche but for such retirement, multiplied by a fraction (but not greater than 1) that is equal to the number of completed fiscal months that the Awardee was employed by the Company after the Award Date divided by the number of months in such Tranche. The shares underlying such RSUs will be distributed as contemplated under Paragraph 2 above as if the Awardee remained employed with the Company; provided, however, that Stock shall not be issued with respect to any vested RSUs for which valid deferral elections have been made until the deferral dates set forth in such deferral elections.

d) Termination for Cause. If the Awardee's employment terminates for Cause (as defined below), all unvested RSUs shall terminate immediately and be of no further force and effect. For purposes hereof, unless otherwise provided in an employment agreement between the Company and the Awardee, a termination of employment for "Cause" shall mean, the occurrence of one or more of the following: (i) the Awardee is convicted of, pleads guilty to, or confesses to any felony or any act of fraud, misappropriation or embezzlement which has an immediate and materially adverse effect on the Company or any Subsidiary, as determined by the Administrator (as defined by the Plan) in good faith in its sole discretion; (ii) the Awardee engages in a fraudulent act to the material damage or prejudice of the Company or any Subsidiary or in conduct or activities materially damaging to the property, business or reputation of the Company or any Subsidiary, all as determined by the Administrator in good faith in its sole discretion; (iii) any material act or omission by the Awardee involving malfeasance or negligence in the performance of the Awardee' s duties to the Company or any Subsidiary to the material detriment of the Company or any Subsidiary, as determined by the Administrator in good faith in its sole discretion, which has not been corrected by the Awardee within thirty (30) days after written notice from the Company of any such act or omission; (iv) failure by the Awardee to comply in any material respect with any written policies or directives of the Company as determined by the Administrator in good faith in its sole discretion, which has not been corrected by the Awardee within ten (10) days after written notice from the Company of such failure; or (v) material breach by the Awardee of any non-competition, non-solicitation, confidentiality or similar agreements between the Awardee and the Company as determined by the Administrator in good faith in its sole discretion.

e) Termination without Cause. If the Awardee's employment is terminated by the Company without Cause and unless otherwise determined by the Administrator, any portion of this Award that is not vested by time of such termination shall terminate immediately and be of no further force and effect.

f) Termination of Employment by Awardee. If the Awardee terminates his or her employment, this Award shall terminate immediately upon notice by the Awardee of such termination and be of no further force and effect.

g) Discretionary Vesting Acceleration. The Administrator, in its absolute discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested RSUs at any time; provided that, the time or schedule of any amount to be settled pursuant to the terms of this Agreement that provides for the deferral of compensation under Section 409A, may not be accelerated except as otherwise permitted under Section 409A. If so accelerated, such RSUs shall be considered as having vested as of the date specified by the Administrator.

h) Miscellaneous. The Administrator's determination of the reason for termination of the Awardee's employment shall be conclusive and binding on the Awardee and his or her representatives or legatees.

5. Clawback Provision. Anything in this Agreement to the contrary notwithstanding, the Awardee hereby acknowledges and agrees that any compensation payable under this Agreement is subject to any clawback policy of the Company currently in effect or adopted in the future providing for the recovery of erroneously awarded incentive compensation in the event the Company is required to prepare an accounting restatement ("Restatement") due to the material noncompliance of the Company with any financial reporting requirements under the securities laws, and the Awardee hereby agrees to repay the Company to the extent required by such clawback policy of the Company. Unless otherwise determined by the Company, in the event that any such Restatement with respect to a period of time within a Tranche becomes necessary, the amount of the Award shall be reduced as required under the Company's clawback policy as in effect from time to time and the Awardee shall be obligated to return to the Company (at Awardee's option) either (i) that number of shares of stock issued on account of such RSUs that would not have been earned after giving effect to such Restatement, or (ii) cash equaling the number of such shares times the closing price of the Company's common stock on the date immediately preceding the date such shares vested.

6. Section 409A.

a) RSUs under this Award are generally intended to be exempt from Section 409A of the Code as short-term deferrals and, accordingly, the terms of this Award Agreement shall be construed to preserve such exemption. To the extent that RSUs granted under this Award Agreement are subject to the requirements of Section 409A, this Award Agreement shall be interpreted and administered in accordance with the intent that the Awardee not be subject to tax under Section 409A. Neither the Company nor any of its affiliates, shall be liable to any Awardee (or any other individual claiming a benefit through the Awardee) for any tax, interest, or penalties the Awardee might owe as a result of participation in the Plan, and the Company and its affiliates shall have no obligation to indemnify or otherwise protect the Awardee from the obligation to pay any taxes pursuant to Section 409A, unless otherwise specified.

b) Anything in this Agreement to the contrary notwithstanding, (i) if at the time of the Awardee's "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), the Company determines that the Awardee is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Awardee becomes entitled to under this Agreement would be considered deferred compensation subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Awardee's separation from service, or (B) the Awardee's death, (ii) no amount shall be paid immediately upon a Covered Transaction unless it also qualifies as either a "change in the effective control of a corporation", a "change in the ownership of a corporation" or a "change in the ownership of a substantial portion of a corporation's assets" under Treas. Reg. § 1.409A-3(i)

(5)(v), and each Tranche of RSUs granted hereunder shall be treated as a separate payment for purposes of Section 409A of the Code.

7. **<u>Incorporation of Plan</u>**. Notwithstanding anything herein to the contrary, this Award shall be subject to and governed by all the terms and conditions of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

8. **<u>Transferability</u>**. This Agreement is personal to Awardee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution. This Award is available, during Awardee's lifetime, only to Awardee, and thereafter, only to Awardee's designated beneficiary or estate.

9. **<u>Tax Withholding</u>**. For Circor employees, the Company is authorized to satisfy the minimum tax withholding obligation by withholding from shares of Stock to be issued a number of shares of Stock with an aggregate Fair Market Value that would satisfy the minimum required tax withholding amount due or such higher amount as may be permitted by the directors from time to time. For Circor directors, the gross number of shares will be distributed and the director will be required to make necessary tax payments.

10. **<u>Non-Compete/Non-Solicitation Agreement</u>**. Awardee is receiving the Award provided for herein in part because the Company has determined that Awardee is a key contributor to the continued success of the Company. As such, Awardee is privy to certain proprietary information which the Company considers to be competition sensitive. The Company, therefore, would be materially harmed were Awardee to leave the Company and perform services on behalf of a competitor or if the Awardee were to solicit (i) customers to do business with a competitor of the Company or (ii) employees of the Company to leave the Company. Accordingly, in consideration of Awardee’s receipt of the Award, Awardee covenants and agrees that, for a period of two (2) years following the termination of Awardee’s affiliation with the Company (whether as an employee or non-employee director), Awardee shall not, anywhere in the world, own, manage, operate, join, control, promote, invest or participate in or be connected with in any capacity (either as an employee, employer, trustee, consultant, agent, principal, partner, corporate officer, director, creditor, owner or shareholder or in any other individual or representative capacity) with any business individual, partnership, firm, corporation or other entity which is engaged wholly or partly in the design, manufacture, development, distribution, marketing or sales of any products which compete with the Company’s then current lines of business for which Awardee, during the two year period immediately preceding termination of affiliation with the Company, had managerial responsibility or otherwise provided regular services. Awardee agrees that this provision is reasonable in view of the relevant market for the Company’s products and services and that any breach hereof would result in continuing and irreparable harm to the Company. The foregoing, however, shall not prevent Awardee from making passive investments in a competitive enterprise whose shares are publicly traded if such investment constitutes less than five percent (5%) of such enterprise’s outstanding capital stock. In addition, Awardee, for a period of two years following the termination of Awardee’s affiliation with the Company shall not directly or indirectly (1) induce, solicit, request or advise any Customers (as defined below) to patronize any business which competes with any business of the Company for which Awardee either (a) has had any management responsibility, (b) has otherwise provided regular services during his affiliation with Company, or (c) has had access to confidential or proprietary information; or (2) entice, solicit, request or advise any employee of the Company to leave the Company’s employment or to otherwise accept employment (or other affiliation) with any person, firm or business with which Awardee has an employment or consulting relationship. As used above, “Customers” mean all customers of any such business of the Company. Notwithstanding the provisions of this paragraph 10, if Awardee is an employee or resident of a state in which non-compete provisions of the type set forth in this paragraph 10 are not enforceable, then the non-compete provisions of this paragraph 10 shall not apply; the non-solicitation provisions of this paragraph 10, however, shall continue to apply. In addition, in the event that a court of competent jurisdiction determines that any of the restrictions set forth in this paragraph 10 are impermissible in scope and/or duration, Awardee and the Company intend that such court shall revise such scope and/or duration as the court deems reasonable rather than invalidating any such restrictions.

11. **<u>Effect of Other Agreements</u>**. If Awardee is a party to any other agreement with the Company and any provisions set forth in such employment agreement conflict with the provisions set forth in this

Performance-Based Restricted Stock Unit Award Agreement, the provisions set forth in such employment agreement shall override such conflicting provisions set forth herein.

12. Miscellaneous.

(a) Notice hereunder shall be given to the Company at its principal place of business, and shall be given to Awardee at the address set forth below, or in either case at such other address as one party may subsequently furnish to the other party in writing.

(b) This Award does not confer upon Awardee any rights with respect to continuance of employment by the Company or any Subsidiary.

(c) Pursuant to Section 14 of the Plan, the Committee may at any time amend or cancel any outstanding portion of this Award, but no such action may be taken which adversely affects Awardee's rights under this Agreement without Awardee's consent.

CIRCOR INTERNATIONAL, INC.

By: /s/ Scott Buckhout

Scott Buckhout

Title: **President and CEO**

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned.

Date:

Name: Awardee

EXHIBIT A
TABLE FOR DETERMINING EARNED SHARES

ROIC Portion

The percentage of RSUs earned with respect to a Tranche based on Adjusted ROIC shall equal to (i) the Applicable ROIC Payout Percentage multiplied by (ii) the Target Number of RSUs multiplied by (iii) 50%. The Applicable ROIC Payout Percentage shall be determined using the following table:

Performance Level	Tranche 1 Adjusted ROIC	Tranche 2 Average Adjusted ROIC	Tranche 3 Average Adjusted ROIC	Applicable ROIC Payout Percentage
Threshold	3.8%	3.9%	4.1%	0.1%
Target	5.4%	5.6%	5.9%	100%
Maximum	7.0%	7.3%	7.7%	200%

Average Adjusted ROIC for a Tranche shall be determined by dividing the Adjusted ROIC for that Tranche by the number of fiscal years with respect to that Tranche (i.e., two years for Tranche 2 and three years for Tranche 3). No payout will be made in excess of 200% under any circumstances. The Applicable ROIC Payout Percentage at performance levels between threshold and target and between target and maximum will be interpolated on a straight-line basis.

AOM Portion

The percentage of RSUs earned with respect to a Tranche based on AOM shall equal to (i) the Applicable AOM Payout Percentage multiplied by (ii) the Target Number of RSUs multiplied by (iii) 50%. The Applicable AOM Payout Percentage shall be determined using the following table:

Performance Level	Tranche 1 AOM	Tranche 2 Average AOM	Tranche 3 Average AOM	AOM Payout Percentage
Threshold	6.2%	6.3%	6.5%	0.1%
Target	8.8%	9.1%	9.3%	100%
Maximum	11.4%	11.8%	12.1%	200%

Average AOM for a Tranche shall be determined by dividing the AOM for that Tranche by the number of fiscal years with respect to that Tranche (i.e., two years for Tranche 2 and three years for Tranche 3). No payout will be made in excess of 200% under any circumstances. The Applicable AOM Payout Percentage at performance levels between threshold and target and between target and maximum will be interpolated on a straight-line basis.

EXHIBIT B
RESTRICTED STOCK UNIT AWARD AGREEMENT
DEFERRAL ELECTION FORM

This Restricted Stock Unit ("RSU") Award Agreement Deferral Election Form ("Deferral Election Form") is entered into by and between CIRCOR International, Inc. (the "Company") and Awardee, who is an eligible employee of the Company or any of its subsidiaries in the CIRCOR International, Inc. 2014 Stock Option and Incentive Plan (the "Plan"). The Plan provisions are incorporated herein by reference in their entirety and supersede any conflicting provisions contained in this Deferral Election Form. Neither this Deferral Election Form nor the Plan shall be construed as giving Awardee any right to continue to be employed by or perform services for the Company or any subsidiary or affiliate thereof. This deferral election is effective for this award only.

1. **Deferral of Performance-Based Restricted Stock Units**

Awardee will be fully vested in each RSU as defined by the vesting schedule in the Performance-Based Restricted Stock Unit Agreement. Each vested RSU entitles Awardee to receive one share of the Company's Common Stock (the "Stock") on the later of (i) the vesting date for such RSU or (ii) the end of the deferral period specified by Awardee. Any deferral period must be expressed as a number of whole years, not less than Four (4), beginning on the Award Date. Such deferral election shall be made within 30 days of the Award Date. This deferral period will apply only to deferral elections made on the specific Deferral Election Form. In addition, any such deferral must apply to receipt of all shares of Stock underlying the entire Award; for example, a deferral period of seven (7) years would result in Awardee receiving shares of Stock underlying the entire Award seven (7) years from the Award Date regardless of the fact that the RSUs may have vested at differing times. (If no deferral period is specified on the Deferral Election Form, Stock will be issued as soon as practicable upon vesting of the RSUs).

I wish to defer receipt of all shares until ______ years (minimum of 4) after the Award Date.

This deferral election does not apply in the case of an Awardee's death, qualifying disability or a Covered Transaction that qualifies as a change in control under applicable tax rules.

2. **Designation of Beneficiary (Optional)**

Awardee may designate a beneficiary to receive payments or shares of Stock in the event of Awardee's death. Awardee may designate his or her beneficiaries on line within their Solium account under the "Personal Profiles and Passwords" tab.

NOTE: This beneficiary designation will apply to Awardee's entire interest in the Plan, revoking any prior beneficiary designation. However, if Awardee does not designate a beneficiary, Awardee's prior beneficiary designation (if any) will remain in effect. An Awardee may change or revoke his or her beneficiary designation at any time within their Solium account as noted above.

3. **Effective Date of Election**

This Deferral Election Form must be received by the Company no later than **April 5, 2018** and will become irrevocable on such date. Awardee may revise this Restricted Stock Unit Award Agreement with respect to the deferral period no later than such due date, by contacting the Corporate Treasurer of the Company.

CIRCOR INTERNATIONAL, INC.	**AWARDEE**
By: /s/ Scott Buckhout	By:
Name: Scott Buckhout Date: **President and CEO**	**Name: Awardee** Date:

Exhibit 10.2

PHANTOM STOCK UNIT AGREEMENT
FOR INTERNATIONAL EMPLOYEES
CIRCOR INTERNATIONAL, INC.

Name of Awardee: Participant Name
Awardee Solium Number: XXX
Number of Phantom Stock Units: XXXX
Award Date: March 5, 2018

Pursuant to the CIRCOR International, Inc. 2014 Stock Option and Incentive Plan (the "Plan"), CIRCOR International, Inc. and its subsidiaries (the "Company") is granting to the Awardee named above, who is an officer, director or employee of the Company or any of its Subsidiaries, an award (the "Award") of Phantom Stock Units ("PSUs") subject to the terms and conditions set forth herein and in the Plan.

1. Vesting Schedule. No portion of this Award may be received until such portion shall have vested. Except as otherwise set forth in this Agreement or in the Plan, the PSUs will vest over a three-year period (the "Vesting Period") in tranches on the dates set forth in the table below (each, a "Vesting Date") , subject to employment with the Company on each Vesting Date:

Number of Phantom Stock Units		Vesting Date
(XXX)	one-third	March 5, 2019
(XXX)	one-third	March 5, 2020
(XXX)	one-third	March 5, 2021

In the event of a Change of Control as defined in Section 14.3 of the Plan, this Award shall become immediately vested whether or not this Award or any portion thereof is vested at such time.

2. Payment of PSUs; Rights as Stockholder.

(a) Subject to Section 3 of this Agreement, upon a Vesting Date, the Awardee shall receive a gross cash amount equal to the number of PSUs that have become vested on such date multiplied by the closing price of the Company's Common Stock (the "Stock") on the last trading day prior to the date of vesting, reduced by any amount required for withholding taxes.

(b) Awardee shall not have any rights as a holder of the shares of Stock underlying this Award including but not limited to voting rights and dividends.

3. Termination of Employment or Other Business Relationship. If the Awardee's employment or other business relationship with the Company or a Subsidiary is terminated for any reason except as otherwise set forth in this Section 3, Awardee's right in any PSUs that are not vested shall automatically terminate upon the effective date of such termination of employment or other business relationship with the Company and its Subsidiaries and such PSUs shall be cancelled as provided within the terms of the Plan and shall be of no further force and effect. Amounts that are become vested as provided under this Section 3 on account a termination of employment due to death, disability or retirement as defined below (each, a "Qualifying Termination") shall be paid as soon as administratively practicable following such Qualifying Termination.

a) Termination Due to Death. If the Awardee's employment terminates by reason of the Awardee's death, (excluding death by suicide), all outstanding awards shall become vested as of the date of death and the Company shall issue payment to Awardee's designated beneficiary or estate executor. This gross payment will be reduced by any amount required for withholding taxes.

b) Termination Due to Disability. If the Awardee's employment terminates by reason of the Awardee's permanent disability (as recognized under the laws of the jurisdiction where the Awardee resides), all outstanding awards shall become vested as of the date of such termination and the Company shall issue payment to Awardee. This gross payment will be reduced by any amount required for withholding taxes.

c) Termination Due to Retirement. If the Awardee's employment is terminated by reason of the Awardee's qualified early or normal retirement under the laws of the jurisdiction where the Awardee resides, a pro rata portion of the Awardee's outstanding awards shall become vested as of the date of such termination, with such pro rata portion equal to the Awardee's PSUs that are scheduled to vest on the next Vesting Date following such termination multiplied by a fraction, the numerator of which is the number of days on which the Awardee was employed by the Company or a Subsidiary during the Vesting Year (as defined in this Section 3(c)) in which such termination occurs, and the denominator of which is three hundred sixty-five (365). The Awardee shall receive a gross cash payment equal to the resulting number of such vested PSUs multiplied by the average closing price of the Stock for the 30 days prior to the last trading day before the termination date. This gross payment will be reduced by any amount required for withholding taxes. The term "Vesting Year" as used in this Agreement means each of the twelve (12) month periods that ends on a Vesting Date, as set forth in Section 1 of this Agreement.

d) Termination for Cause. If the Awardee's employment terminates for Cause (as defined below), all outstanding awards (whether vested or unvested) shall terminate immediately and be of no further force and effect. For purposes hereof, unless otherwise provided in an employment agreement between the Company and the Awardee, a termination of employment for "Cause" shall mean, the occurrence of one or more of the following: (i) the Awardee is convicted of, pleads guilty to, or confesses to any felony or any act of fraud, misappropriation or embezzlement which has an immediate and materially adverse effect on the Company or any Subsidiary, as determined by the Administrator in good faith in its sole discretion; (ii) the Awardee engages in a fraudulent act to the material damage or prejudice of the Company or any Subsidiary or in conduct or activities materially damaging to the property, business or reputation of the Company or any Subsidiary, all as determined by the Administrator in good faith in its sole discretion; (iii) any material act or omission by the Awardee involving malfeasance or negligence in the performance of the Awardee' s duties to the Company or any Subsidiary to the material detriment of the Company or any Subsidiary, as determined by the Administrator in good faith in its sole discretion, which has not been corrected by the Awardee within thirty (30) days after written notice from the Company of any such act or omission; (iv) failure by the Awardee to comply in any material respect with any written policies or directives of the Company as determined by the Administrator in good faith in its sole discretion, which has not been corrected by the Awardee within ten (10) days after written notice from the Company of such failure; or (v) material breach by the Awardee of any non-competition, confidentiality or similar agreements between the Awardee and the Company as determined by the Administrator in good faith in its sole discretion.

e) Termination without Cause. If the Awardee's employment is terminated by the Company without Cause and unless otherwise determined by the Administrator, any portion of the Award that is not vested by time of such termination shall terminate immediately and be of no further force and effect.

f) Termination of Employment by Awardee. If the Awardee voluntarily terminates his or her employment with the Company for reasons other than death, permanent disability or retirement (in each case as described in this Section 3), except as otherwise provided in any employment agreement between the Awardee and the Company, the Awardee's unvested PSUs shall be canceled.

g) Miscellaneous. The Administrator’s determination of the reason for termination of the Awardee’s employment shall be conclusive and binding on the Awardee and his or her representatives or legatees. Any portion of this Award that is unvested after the application of this Section 3 shall be cancelled immediately upon any termination of employment and the Awardee shall not receive any payment in respect of such cancelled portion of this Award.

4. **Incorporation of Plan**. Notwithstanding anything herein to the contrary, this Award shall be subject to and governed by all the terms and conditions of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

5. **Section 409A.** Anything in this Agreement to the contrary notwithstanding, if at the time of the Awardee’s “separation from service” within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), the Company determines that the Awardee is a “specified employee” within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Awardee becomes entitled to under this Agreement would be considered deferred compensation subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided any earlier than the date that is the earlier of (A) six months and one day after the Awardee’s separation from service, or (B) the Awardee’s death.

6. **Transferability**. This Agreement is personal to Awardee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution. This Award is available, during Awardee's lifetime, only to Awardee, and thereafter, only to Awardee's designated beneficiary or estate.

7. **Non-Solicitation Agreement**. Awardee, for a period of two years following the termination of Awardee’s affiliation with the Company shall not directly or indirectly (1) induce, solicit, request or advise any Customers (as defined below) to patronize any business which competes with any business of the Company for which Awardee has had any management responsibility during his affiliation with Company; or (2) entice, solicit, request or advise any employee of the Company to leave the Company’s employment or to otherwise accept employment (or other affiliation) with any person, firm or business with which Awardee has an employment or consulting relationship. As used above, “Customers” means all customers of any business of the Company for which the Awardee had contact or management responsibility during the last two years of his affiliation with Company.

8. Miscellaneous.

(a) Notice hereunder shall be given to the Company at its principal place of business, and shall be given to Awardee at the address set forth in the Company's records for such Awardee, or in either case at such other address as one party may subsequently furnish to the other party in writing.

(b) This Award does not confer upon Awardee any rights with respect to continuance of employment by the Company or any Subsidiary.

(c) The Company may at any time amend or cancel any outstanding portion of this Award, but no such action may be taken which adversely affects Awardee's rights under this Agreement without Awardee's consent.

CIRCOR INTERNATIONAL, INC.

By: /s/ Scott Buckhout

Scott Buckhout

Title: **President and CEO**

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned.

Date:

Awardee:

Exhibit 10.3

May 15, 2018

Lane Walker

Dear Lane,

I am pleased to offer you the position of President, Energy Group at CIRCOR International, Inc. ("CIRCOR" or the "Company"). In this role, you will report directly to Scott Buckhout, President and CEO.

Your 'Total Rewards and Compensation' for this position will include the following components:

- Base salary: $410,000 annually, as earned, which is paid every two weeks (subject to all applicable federal, state, and local withholding).

- Short Term Incentive (STI): Beginning in 2018, you will be eligible to participate in the Company's Short-Term Incentive Plan ("STI Plan"). Your target bonus will be 60% of your base salary. For 2018, we will guarantee a minimum payout of your pro rated target bonus covering the period between your start date and end December 2018. More information about the STI Plan design will be provided to you separately.

- Long Term Incentive (LTI): Beginning in 2019, you will be eligible to participate in the Company's Long-Term Incentive Plan ("LTI Plan") initially targeted at $287,000. Under the LTl Plan, the Compensation Committee typically makes annual equity awards in the first quarter. Your actual grant can vary based on individual performance. The total LTl award value is comprised of 50% Performance-based Stock Units, 25% Restricted Stock Units ("RSUs") and 25% Stock Options. The vesting period for all equity awards is one third per year over a three-year period.

- Sign-On Equity Grant: Upon commencement of your employment, you will receive an LTl Award valued at $450,000 comprised 100% of RSUs.

- Sign-on Bonus: You will be eligible to receive a lump sum sign-on bonus of $170,000 to be paid in your first paycheck following 30 days of employment (subject to all applicable federal, state and local withholding). Should you voluntarily terminate from the Company prior to completion of two years of employment, you will be responsible to pay back all of this bonus upon your termination.

- Management Stock Purchase Plan (MSPP): You will be eligible to participate in the Company's Management Stock Purchase Plan ("MSPP"). Annually, you may pre select to defer up to 100% of the amount of your actual annual STI bonus into the receipt of RSUs. The number of RSUs granted is calculated based on the amount of bonus deferred divided by that number which represents a discount of 33% from the

  at the conclusion of two days from the date on which the Company releases its previous year's financial results). These RSUs vest at the end of a three-year period from the date of grant provided you are still employed by the Company at that time. In addition, you can elect to defer the receipt of the actual shares of CIRCOR stock until a future date.

- Car Allowance: You will be eligible to receive a car allowance of $12,000 per year which will be paid out every two weeks to compensate for using your personal vehicle for business purposes (subject to all applicable federal, state and local withholding).

- Relocation Expenses: Under CIRCOR's relocation benefits policy, you will be entitled to relocation benefits up to $125,000 (subject to all applicable federal, state, and local withholding). Specific policy guidelines are included in your relocation agreement which we will send to you upon acceptance. CIRCOR will provide you with the services of our premier relocation company. Should you voluntarily terminate from the Company prior to completion of two years of employment, you will be responsible to pay back these relocation expenses at a pro-rated amount, per the Relocation Policy.

- Vacation: You will be eligible for four weeks of annual vacation, accrued on a per pay period basis beginning immediately, with accrued balance available for use in accordance with provisions of the prevailing policy.

- Benefits: You will be eligible to participate in the CIRCOR benefit plans (medical, dental, vision) effective as of your date of hire. Please note for any benefits governed by formal plan documents and summary plan descriptions, the terms of those documents govern. To the extent that any information regarding benefits in this letter conflicts with the actual plan documents and summary plan descriptions, those documents control. The Company reserves the right to modify, amend, or terminate any benefit plan or its contributions to any benefit plan at any time.

- Severance: The Company will enter into a Severance Agreement with you under which, in the event that your employment is terminated without "cause" or you resign for "good reason", you will be entitled to a severance payment equal to (1) times your annual base salary plus pro-rated short-term incentive bonus. The Severance Agreement would also provide for continued proportionate health and dental coverage contributions for a 12-month period if you elect COBRA benefits.

at the conclusion of two days from the date on which the Company releases its previous year's financial results). These RSUs vest at the end of a three-year period from the date of grant provided you are still employed by the Company at that time. In addition, you can elect to defer the receipt of the actual shares of CIRCOR stock until a future date.

- Car Allowance: You will be eligible to receive a car allowance of $12,000 per year which will be paid out every two weeks to compensate for using your personal vehicle for business purposes (subject to all applicable federal, state and local withholding).

- Relocation Expenses: Under CIRCOR's relocation benefits policy, you will be entitled to relocation benefits up to $125,000 (subject to all applicable federal, state, and local withholding). Specific policy guidelines are included in your relocation agreement which we will send to you upon acceptance. CIRCOR will p

rovide you with the services of our premier relocation company. Should you voluntarily terminate from the Company prior to completion of two years of employment, you will be responsible to pay back these relocation expenses at a pro-rated amount, per the Relocation Policy.

- Vacation: You will be eligible for four weeks of annual vacation, accrued on a per pay period basis beginning immediately, with accrued balance available for use in accordance with provisions of the prevailing policy.

- Benefits: You will be eligible to participate in the CIRCOR benefit plans (medical, dental, vision) effective as of your date of hire. Please note for any benefits governed by formal plan documents and summary plan descriptions, the terms of those documents govern. To the extent that any information regarding benefits in this letter conflicts with the actual plan documents and summary plan descriptions, those documents control. The Company reserves the right to modify, amend, or terminate any benefit plan or its contributions to any benefit plan at any time.

- Severance: The Company will enter into a Severance Agreement with you under which, in the event that your employment is terminated without "cause" or you resign for "good reason", you will be entitled to a severance payment equal to (1) times your annual base salary plus pro-rated short-term incentive bonus. The Severance Agreement would also provide for continued proportionate health and dental coverage contributions for a 12-month period if you elect COBRA benefits.

checks and screenings listed before you resign from your current employer. You will be required to sign the Code of Conduct and Business Ethics and the Invention and Trade Secret and the Insider Trading agreements. As an employee of CIRCOR, your employment will be on an "at will" basis. There is no expressed or implied contract for any specific or definite period of employment. You and the Company are free to terminate your employment for any or no reason, with or without cause or notice. Neither this offer letter nor any other written or verbal communications create a contract of employment or a promise of employment for any specific or definite duration. "At will" employment permits the Company to change the terms and conditions of employment at any time with or without cause or notice, including but not limited to termination, demotion, promotion, transfer, compensation, benefits, duties, and location of work. While supervisors and managers have certain hiring authority, no supervisor or manager of the Company except the Company's President and Chief Executive Officer has authority to alter the "at-will relationship" or to bind the Company to any employment contract for any specified period of time with any employee.

Lane, I am looking forward to having you join our team. You will be an asset as we move forward in the continued growth of the organization. The start date for this position will be on a mutually agreed upon date. Please confirm your acceptance of this offer by signing and returning one copy of this offer and your new hire paperwork, by scan and email to Marsha.Taylor@circor.com. This offer of employment is valid through 5 business days, unless other arrangements are made. Please do not hesitate to contact me if you have questions and/or points of clarification.

Very truly yours,

/s/ Andrew Farnsworth

Andrew Farnsworth
Chief Human Resources Officer

I accept your offer of employment based on the terms and conditions set forth above.

/s/ Lane Walker	May 15, 2018
Lane Walker	Date

Exhibit 31.1

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

I, Scott A. Buckhout, certify that:

1. I have reviewed this quarterly report on Form 10-Q of CIRCOR International, Inc.;

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

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

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

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

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

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

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

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

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

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

August 7, 2018	Signature:	/s/ Scott A. Buckhout
		Scott A. Buckhout
		President and Chief Executive Officer

Exhibit 31.2

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

I, Rajeev Bhalla, certify that:

1. I have reviewed this quarterly report on Form 10-Q of CIRCOR International, Inc.;

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

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

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

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

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

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

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

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

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

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

August 7, 2018 Signature: /s/ Rajeev Bhalla

Rajeev Bhalla

Executive Vice President, Chief Financial Officer

Exhibit 32

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

The undersigned officers, who are the Chief Executive Officer and Chief Financial Officer of CIRCOR International, Inc. (the "Company"), each hereby certifies to the best of his knowledge, that the Company's quarterly report on Form 10-Q to which this certification is attached (the "Report"), as filed with the Securities and Exchange Commission on the date hereof, fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended, and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Scott A. Buckhout	/s/ Rajeev Bhalla
Scott A. Buckhout	**Rajeev Bhalla**
President and Chief Executive Officer	**Executive Vice President, Chief Financial Officer**
Principal Executive Officer	***Principal Financial Officer***
August 7, 2018	August 7, 2018