UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

(Mark one)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal quarter ended June 30, 2015

☐ 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: 001-35475

REXNORD CORPORATION

(Exact name of registrant as specified in its charter)

Delaware	**20-5197013**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)
247 Freshwater Way, Suite 300, Milwaukee, WI	**53204**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: (414) 643-3739

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

Indicate by checkmark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§229.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

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

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐

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

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at July 31, 2015
Rexnord Corporation Common Stock, $0.01 par value per share	100,348,016 shares

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Private Securities Litigation Reform Act Safe Harbor Statement

Our disclosure and analysis in this report concerning our operations, cash flows and financial position, including, in particular, the likelihood of our success in developing and expanding our business and the realization of sales from our backlog, include forward-looking statements. Statements that are predictive in nature, that depend upon or refer to future events or conditions, or that include words such as “expects,” “anticipates,” “intends,” “plans,” “believes,” “estimates” and similar expressions are forward-looking statements. Although these statements are based upon reasonable assumptions, including projections of orders, sales, operating margins, earnings, cash flows, research and development costs, working capital and capital expenditures, they are subject to risks and uncertainties that are described more fully in our Annual Report on Form 10-K for the year ended March 31, 2015 in Part I, Item 1A, “Risk Factors” and in Part I under the heading "Cautionary Notice Regarding Forward-Looking Statements." Accordingly, we can give no assurance that we will achieve the results anticipated or implied by our forward-looking statements. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise, except as required by law.

General

Our fiscal year is the year ending March 31 of the corresponding calendar year. For example, our fiscal year 2016, or fiscal 2016, means the period from April 1, 2015 to March 31, 2016 and the first quarters of fiscal 2016 and 2015 mean the fiscal quarters ended June 30, 2015 and June 30, 2014, respectively.

PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

Rexnord Corporation and Subsidiaries
Condensed Consolidated Balance Sheets
(in Millions, except share amounts)
(Unaudited)

	June 30, 2015	March 31, 2015
Assets		
Current assets:		
Cash and cash equivalents	$ 329.7	$ 370.3
Receivables, net	318.5	336.0
Inventories, net	372.6	367.7
Assets held for sale	2.6	2.6
Other current assets	49.5	49.7
Total current assets	1,072.9	1,126.3
Property, plant and equipment, net	412.8	417.6
Intangible assets, net	574.6	587.7
Goodwill	1,201.3	1,202.3
Insurance for asbestos claims	35.0	35.0
Other assets	32.5	33.1
Total assets	$ 3,329.1	$ 3,402.0
Liabilities and stockholders' equity		
Current liabilities:		
Current maturities of debt	$ 23.6	$ 24.3
Trade payables	192.6	234.1
Compensation and benefits	50.5	53.9
Current portion of pension and postretirement benefit obligations	5.0	5.0
Other current liabilities	120.9	127.3
Total current liabilities	392.6	444.6
Long-term debt	1,912.0	1,915.7
Pension and postretirement benefit obligations	201.3	203.0
Deferred income taxes	179.9	184.4
Reserve for asbestos claims	35.0	35.0
Other liabilities	67.4	66.6
Total liabilities	2,788.2	2,849.3
Stockholders' equity:		
Preferred stock, $0.01 par value; 10,000,000 shares authorized; none issued	—	—
Common stock, $0.01 par value; 200,000,000 shares authorized; shares issued: 100,348,016 at June 30, 2015 and 102,681,964 at March 31, 2015	1.0	1.0
Additional paid-in capital	842.5	885.9
Retained deficit	(176.2)	(197.5)
Accumulated other comprehensive loss	(126.1)	(130.2)
Treasury stock at cost; 0 and 900,904 shares at June 30, 2015 and March 31, 2015, respectively	—	(6.3)
Total Rexnord stockholders' equity	541.2	552.9
Non-controlling interest	(0.3)	(0.2)
Total stockholders' equity	540.9	552.7
Total liabilities and stockholders' equity	$ 3,329.1	$ 3,402.0

See notes to the condensed consolidated financial statements.

Rexnord Corporation and Subsidiaries
Condensed Consolidated Statements of Operations
(in Millions, except share and per share amounts)
(Unaudited)

	First Quarter Ended	
	June 30, 2015	June 30, 2014
Net sales	$ 485.1	$ 503.6
Cost of sales	315.3	325.4
Gross profit	169.8	178.2
Selling, general and administrative expenses	100.4	104.4
Restructuring and other similar charges	1.9	3.4
Amortization of intangible assets	14.3	13.5
Income from operations	53.2	56.9
Non-operating expense:		
Interest expense, net	(21.6)	(22.5)
Other expense, net	(0.4)	(1.3)
Income from continuing operations before income taxes	31.2	33.1
Provision for income taxes	10.0	21.5
Net income from continuing operations	21.2	11.6
Income from discontinued operations, net of tax	—	0.4
Net income	21.2	12.0
Non-controlling interest loss	(0.1)	(0.1)
Net income attributable to Rexnord	$ 21.3	$ 12.1
Net income from continuing operations per share:		
Basic	$ 0.21	$ 0.11
Diluted	$ 0.20	$ 0.11
Net loss per share from discontinued operations:		
Basic	$ —	$ —
Diluted	$ —	$ —
Net income per share attributable to Rexnord:		
Basic	$ 0.21	$ 0.12
Diluted	$ 0.20	$ 0.12
Weighted-average number of shares outstanding (in thousands):		
Basic	101,409	101,235
Effect of dilutive equity awards	2,958	3,294
Diluted	104,367	104,529

Rexnord Corporation and Subsidiaries
Condensed Consolidated Statements of Comprehensive Income
(in Millions)
(Unaudited)

	First Quarter Ended	
	June 30, 2015	June 30, 2014
Net income attributable to Rexnord	$ 21.3	$ 12.1
Other comprehensive (loss) income:		
Foreign currency translation adjustments	4.4	(1.7)
Unrealized income on interest rate derivatives, net of tax	—	(3.7)
Change in pension and other postretirement defined benefit plans, net of tax	(0.3)	(0.3)
Other comprehensive income (loss), net of tax	4.1	(5.7)
Non-controlling interest loss	(0.1)	(0.1)
Total comprehensive income	$ 25.3	$ 6.3

See notes to the condensed consolidated financial statements.

Rexnord Corporation and Subsidiaries
Condensed Consolidated Statements of Cash Flows
(in Millions)
(Unaudited)

	Three Months Ended	
	June 30, 2015	**June 30, 2014**
Operating activities		
Net income	$ 21.2	$ 12.0
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation	13.9	14.7
Amortization of intangible assets	14.3	13.5
Amortization of deferred financing costs	0.5	0.4
Gain on dispositions of property, plant and equipment	(0.1)	—
Deferred income taxes	(1.7)	14.4
Other non-cash charges	(1.6)	(0.1)
Stock-based compensation expense	1.9	1.6
Changes in operating assets and liabilities:		
Receivables	4.3	19.8
Inventories	(3.8)	(19.3)
Other assets	1.0	1.5
Accounts payable	(42.8)	(43.2)
Accruals and other	0.8	(8.9)
Cash provided by operating activities	7.9	6.4
Investing activities		
Expenditures for property, plant and equipment	(7.7)	(8.7)
Acquisitions, net of cash acquired	1.1	(27.7)
Proceeds from dispositions of long-lived assets	0.5	—
Cash used for investing activities	(6.1)	(36.4)
Financing activities		
Repayments of long-term debt	(4.9)	(4.9)
Proceeds from borrowings of short-term debt	—	4.6
Repayments of short-term debt	(0.7)	(0.1)
Proceeds from exercise of stock options	—	0.4
Repurchase of Company common stock	(40.0)	—
Excess tax benefit on exercise of stock options	1.0	1.6
Cash (used for) provided by financing activities	(44.6)	1.6
Effect of exchange rate changes on cash and cash equivalents	2.2	0.7
Decrease in cash and cash equivalents	(40.6)	(27.7)
Cash and cash equivalents at beginning of period	370.3	339.0
Cash and cash equivalents at end of period	$ 329.7	$ 311.3

See notes to the condensed consolidated financial statements.

Rexnord Corporation and Subsidiaries

Notes to Condensed Consolidated Financial Statements
June 30, 2015
(Unaudited)

1. Basis of Presentation and Significant Accounting Policies

The unaudited condensed consolidated financial statements included herein have been prepared by Rexnord Corporation ("Rexnord" or the "Company"), in accordance with accounting principles generally accepted in the United States ("U.S. GAAP") pursuant to the rules and regulations of the Securities and Exchange Commission. Certain information and footnote disclosures normally included in financial statements prepared in accordance with U.S. GAAP have been condensed or omitted pursuant to such rules and regulations, although the Company believes that the disclosures are adequate to make the information presented not misleading.

In the opinion of management, the condensed consolidated financial statements include all adjustments necessary for a fair presentation of the results of operations for the interim periods. Results for the interim periods are not necessarily indicative of results that may be expected for the fiscal year ending March 31, 2016. These condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and the notes thereto included in the Company's fiscal 2015 Annual Report on Form 10-K.

During fiscal 2015, the Company completed a plan to discontinue the operations and exit its non-core business that manufactured ring gears and pinions ("Mill Products") utilized for crushing machinery applications in the mining sector. Accordingly, the results of operations of the Mill Products business have been reported as discontinued operations in the condensed consolidated statements of operations for all periods presented. The corresponding assets and liabilities of the discontinued operations have been reclassified in accordance with authoritative literature and classified as assets held for sale for all periods presented in the condensed consolidated balance sheets. See Note 3 for further information regarding the discontinued operation.

The Company

Rexnord is a growth-oriented, multi-platform industrial company with what it believes are leading market shares and highly trusted brands that serve a diverse array of global end-markets. The Company's heritage of innovation and specification have allowed it to provide highly engineered, mission critical solutions to customers for decades and affords it the privilege of having long-term, valued relationships with market leaders. The Rexnord Innovation Center provides on-going, cross-platform support of these capabilities. The Company operates in a disciplined way and the Rexnord Business System ("RBS") is the operating philosophy. Grounded in the spirit of continuous improvement, RBS creates a scalable, process-based framework that focuses on driving superior customer satisfaction and financial results by targeting world-class operating performance throughout all aspects of the business.

The Process & Motion Control platform designs, manufactures, markets and services specified, highly-engineered mechanical components used within complex systems where the customers' reliability requirements and cost of failure or downtime is extremely high. The Process & Motion Control product portfolio includes gears and gear drives, couplings, industrial bearings, tabletop and engineered chain, aerospace bearings and seals, conveying equipment and specialty components, as well as repair and on-going service.

The Water Management platform designs, procures, manufactures and markets products that provide and enhance water quality, safety, flow control and conservation. The Water Management product portfolio includes specification drainage systems, sensor flush valves and faucets, point-source wastewater pretreatment devices, backflow prevention devices, pressure release valves, sluice and slide gates, butterfly and plug valves, control valves and actuation systems and PEX piping.

Recent Accounting Pronouncements

In April 2015 the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2015-03, *Interest—Imputation of Interest (Subtopic 835-30) Simplifying the Presentation of Debt Issuance Costs* ("ASU 2015-03"). The amendments in ASU 2015-03 require that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. The recognition and measurement of debt issuance costs is not affected by the amendments in this update. ASU 2015-03 is effective for fiscal years beginning after December 15, 2015 and is required to be applied retrospectively to all prior periods presented. As permitted by ASU 2015-03, the Company elected to early adopt this guidance beginning with the first quarter of fiscal 2016, which resulted in the reclassification of $10.0 million and $10.5 million of unamortized debt issuance costs from other assets to long-term debt on the condensed consolidated balance sheets as of June 30, 2015 and March 31, 2015, respectively. Refer to Note 12 for additional discussion regarding debt instruments and related classification.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers* ("ASU 2014-09") in order to develop a common revenue standard for U.S. GAAP and International Financial Reporting Standards. The guidance specifies revenue should be recognized in the amount that reflects the consideration the company expects to be entitled to in exchange for the transfer of promised goods or services to customers. ASU 2014-09 will be effective for the Company in the first quarter of fiscal 2019 and allows for full retrospective adoption applied to all periods presented or retrospective adoption with the cumulative effect of initially applying this update recognized at the date of initial application. The Company is currently evaluating the method of adoption and the potential impact adoption will have on its condensed consolidated financial statements.

In the first quarter of 2016, the Company adopted FASB ASU No. 2014-08, *Presentation of Financial Statements and Property, Plant, and Equipment: Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity* ("ASU 2014-08"), which changes the criteria for reporting discontinued operations. ASU 2014-08 allows only disposals representing a strategic shift in operations to be presented as discontinued operations. Those strategic shifts should have a major effect on the organization's operations and financial results. In addition, the new guidance requires expanded disclosures about discontinued operations, as well as pre-tax income attributable to a disposal of a significant part of an organization that does not qualify for discontinued operations reporting. As this guidance is a prospective change, the significance of ASU 2014-08 for the Company is dependent on any future dispositions or disposals.

2. Acquisitions

Fiscal Year 2015 Acquisitions

On January 12, 2015, the Company acquired Euroflex Transmissions (India) Private Limited ("Euroflex") for a preliminary cash purchase price of $76.0 million, excluding transaction costs and net of cash acquired. During the first quarter of fiscal 2016, the Company received $1.1 million in cash from the sellers in connection with finalizing the amount of acquisition date working capital. The preliminary purchase price was adjusted to reflect this change, which resulted in a $1.1 million decrease to goodwill. Euroflex, based in Hyderabad, India, is a supplier of high performance disc couplings used in power generation, gas compression and industrial process machinery applications. The acquisition of Euroflex added complementary product lines to the Company's existing Process & Motion Control platform.

On October 30, 2014, the Company acquired Tollok S.p.A. ("Tollok"), a supplier of highly engineered shaft locking devices for the power generation and process industries, as well as general industrial applications. The preliminary purchase price, excluding transaction costs and net of cash acquired, was $39.2 million. Under the terms of the agreement, the purchase price is comprised of $33.4 million that was paid at closing and $3.4 million to be paid in annual installments on October 30, 2015 and October 30, 2016. During the first quarter of fiscal 2016, the Company finalized the amount of acquisition date working capital which resulted in a $1.7 million decrease to the preliminary purchase price, which the Company will receive by reducing the amount of the first annual installment payment to the previous Tollok shareholders by $1.7 million. The preliminary purchase price allocation has been adjusted to reflect this change, which resulted in a $1.7 million decrease to goodwill. Pursuant to the terms of the agreement, the Company is also contingently obligated to make additional consideration payments, not to exceed $3.8 million, in two years to the sellers should Tollok's financial performance exceed certain thresholds during the two years following the acquisition. Cash payments made after the acquisition date will be made in Euros based on prevailing exchange rates at the time of payment. Tollok, based in Ferrara, Italy, added complementary product lines to the Company's existing Process & Motion Control platform.

On April 15, 2014, the Company acquired Green Turtle Technologies Ltd., Green Turtle Americas Ltd. and Filamat Composites Inc. (collectively "Green Turtle") for a total cash purchase price of $27.7 million, excluding transaction costs and net of cash acquired. Green Turtle, based in Toronto, Ontario, and Charlotte, North Carolina, is a manufacturer of branded fiberglass oil and grease separators and traps. This acquisition broadened the product portfolio of the Company's existing Water Management platform.

The Company's results of operations include the acquired operations subsequent to the respective acquisition dates. The acquisitions of Green Turtle, Tollok and Euroflex were not material to the Company’s condensed consolidated financial statements. Pro-forma results of operations and certain other U.S. GAAP disclosures related to the acquisitions during the fiscal year ended March 31, 2015 have not been presented because they are not significant to the Company's condensed consolidated statements of operations and financial position.

The fiscal 2015 acquisitions were accounted for as business combinations and recorded by allocating the purchase price of the acquisitions to the fair value of the assets acquired and liabilities assumed at the respective acquisition date. The excess of the acquisition purchase price over the fair value assigned to the assets acquired and liabilities assumed was recorded as goodwill. The preliminary purchase price allocations for the fiscal 2015 acquisitions, after incorporating the changes described above, resulted in non-tax deductible goodwill of $71.9 million, other intangible assets of $67.2 million and other net assets of $3.8 million. The purchase price allocations of Tollok and Euroflex are preliminary and subject to final valuation related adjustments that will be completed within the one year period following the respective acquisition date.

3. Discontinued Operations

During the fourth quarter of fiscal 2015, the Company ceased all operations related to the Mill Products business, which conducted its operations in the United States and Australia and was a component of the Process & Motion Control segment. As a result, the Company met the criteria to present this business as a discontinued operation in accordance with the authoritative guidance. During the second half of fiscal 2015, the Company sold certain assets associated with the Mill Products business for aggregate cash consideration of approximately $9.2 million. The exit of the business resulted a net charge of $9.7 million, consisting of a $3.8 million impairment loss associated with property, plant and equipment, a $4.1 million impairment of goodwill allocated to the discontinued operation and other exit related costs of $1.8 million.

The condensed consolidated statement of operations for the first quarter ended June 30, 2015 does not include any activity for Mill Products as the operations were ceased. The following table summarizes the results of the Mill Products business for the first quarter ended June 30, 2014 included within income from discontinued operations, net of tax on the condensed consolidated statements of operations (in millions):

	Three Months Ended	
	June 30, 2014	
Net sales	$	6.2
Income from operations		0.7
Provision for income taxes		(0.3)
Net income	$	0.4
Net income per share from discontinued operations:		
Basic	$	—
Diluted	$	—

Included as assets held for sale on the condensed consolidated balance sheets as of each of June 30, 2015 and March 31, 2015 are long-lived assets of the Mill Products business of $2.6 million. As of June 30, 2015 and March 31, 2015, the long-lived assets were recorded at the estimated fair value. See Note 14 for additional detail on fair value measurements used by the Company to estimate fair value. The Company is actively engaged in the sale of remaining assets; however, given the nature of the assets involved, the expected timing of cash flows related to the sale is indeterminable. The Company has no continuing involvement in the Mill Products business.

4. Restructuring and Other Similar Charges

During the quarter ended June 30, 2015, the Company continued to execute various restructuring actions. These initiatives were implemented to drive efficiencies and reduce operating costs while also modifying the Company's footprint to reflect changes in the markets it serves, the impact of acquisitions on the Company's overall manufacturing capacity and the refinement of its overall product portfolio. These restructuring actions primarily resulted in workforce reductions, lease termination costs, and other facility rationalization costs. Management expects to continue executing initiatives to optimize its operating margin and manufacturing footprint as well as select product-line rationalizations. As such, the Company expects further expenses related to workforce reductions, impairment of assets, lease termination costs, and other facility rationalization costs. The Company's restructuring plans are preliminary and related expenses are not yet estimable.

The following table summarizes the Company's restructuring and other similar charges during the three months ended June 30, 2015 and June 30, 2014 by classification of operating segment (in millions):

	Restructuring and Other Similar Charges Three Months Ended June 30, 2015							
	Process & Motion Control		Water Management		Corporate		Consolidated	
Severance costs	$	1.1	$	0.5	$	—	$	1.6
Lease termination and other costs		0.2		0.1		—		0.3
Total restructuring and other similar costs	$	1.3	$	0.6	$	—	$	1.9

	Restructuring and Other Similar Charges Three Months Ended June 30, 2014			
	Process & Motion Control	Water Management	Corporate	Consolidated
Severance costs	$ 1.5	$ 0.7	$ —	$ 2.2
Lease termination and other costs	0.4	0.8	—	1.2
Total restructuring and other similar costs	$ 1.9	$ 1.5	$ —	$ 3.4

The following table summarizes the activity in the Company's restructuring accrual for the three months ended June 30, 2015 (in millions):

	Severance Costs	Lease Termination and Other Costs	Total
Restructuring accrual, March 31, 2015 (1)	$ 6.7	$ 0.3	$ 7.0
Charges	1.6	0.3	1.9
Cash payments	(4.1)	(0.3)	(4.4)
Restructuring accrual, June 30, 2015 (1)	$ 4.2	$ 0.3	$ 4.5

(1) The restructuring accrual is included in other current liabilities in the condensed consolidated balance sheets.

5. Income Taxes

The provision for income taxes for all periods presented is based on an estimated effective income tax rate for the respective full fiscal years. The estimated annual effective income tax rate is determined excluding the effect of significant discrete items or items that are reported net of their related tax effects. The tax effect of significant discrete items is reflected in the period in which they occur. The Company's income tax expense is impacted by a number of factors, including the amount of taxable earnings derived in foreign jurisdictions with tax rates that are generally lower than the U.S. federal statutory rate, state tax rates in the jurisdictions where the Company does business and the Company's ability to utilize various tax credits and net operating loss (“NOL”) carryforwards.

The Company regularly reviews its deferred tax assets for recoverability and establishes valuation allowances based on historical losses, projected future taxable income and the expected timing of the reversals of existing temporary differences as deemed appropriate. In addition, all other available positive and negative evidence is taken into consideration for purposes of determining the proper balances of such valuation allowances. As a result of this review, the Company continues to maintain valuation allowances against the deferred tax assets relating to certain foreign and state net operating loss carryforwards. Future changes to the balances of these valuation allowances, as a result of this continued review and analysis by the Company, could result in a material impact to the financial statements for such period of change.

The income tax provision was $10.0 million in the first quarter of fiscal 2016 compared to an income tax provision of $21.5 million in the first quarter of fiscal 2015. The effective income tax rate for the first quarter of fiscal 2016 was 32.1% versus 65.0% in the first quarter of fiscal 2015. The effective income tax rate for the first quarter of fiscal 2016 was below the U.S. federal statutory rate of 35% primarily due to the accrual of foreign income taxes at rates which are generally below the U.S federal statutory rate, the recognition of certain foreign branch related losses for U.S. income tax purposes and the recognition of certain, previously unrecognized tax benefits due to the lapse of the applicable statutes of limitations. The effective income tax rate for the first quarter of fiscal 2015 was significantly higher than the U.S. federal statutory rate of 35% primarily due to certain one-time costs associated with a change to the U.S. income tax entity classification of a foreign subsidiary, partially offset by the recognition of certain foreign related branch losses for U.S. income tax purposes.

At June 30, 2015, the Company had a $26.5 million liability for unrecognized net income tax benefits. At March 31, 2015, the Company’s total liability for unrecognized net income tax benefits was $26.6 million. The Company recognizes accrued interest and penalties related to unrecognized income tax benefits in income tax expense. As of June 30, 2015 and March 31, 2015, the total amount of gross, unrecognized income tax benefits included $12.9 million and $12.4 million of accrued interest and penalties, respectively. The Company recognized $0.2 million of net interest and penalties as income tax expense during both the three months ended June 30, 2015, as well as, the three months ended June 30, 2014.

The Company conducts business in multiple locations within and outside the U.S. Consequently, the Company is subject to periodic income tax examinations by domestic and foreign income tax authorities. Currently, the Company is undergoing routine, periodic income tax examinations in both domestic and foreign jurisdictions. The Internal Revenue Service is currently conducting fieldwork relating an income tax examination of the Company’s U.S. federal income tax return for the tax year ended March 31, 2013. It appears reasonably possible that the amounts of unrecognized income tax benefits could change in the next twelve months as a result of such examinations; however, any potential payments of income tax, interest and penalties are not expected to be significant to the Company's consolidated financial statements. With certain exceptions, the Company is no longer subject to U.S. federal income tax examinations for tax years ending prior to March 31, 2012, state and local income tax examinations for years ending prior to fiscal 2011 or significant foreign income tax examinations for years ending prior to fiscal 2010. With respect to the Company's U.S. federal NOL carryforward, the short tax period from July 21, 2006 to March 31, 2007 (due to the change in control when Apollo Management, L.P. acquired the Company) and the tax years ended March 31, 2008, 2009, 2010 and 2011 are open under statutes of limitations; whereby, the Internal Revenue Service may not adjust the income tax liability for these years, but may reduce the NOL carryforward and any other tax attribute carryforwards to future, open tax years.

6. Earnings per Share

Basic net income per share is computed by dividing net income by the corresponding weighted average number of common shares outstanding for the period. Diluted net income per share is computed based on the weighted average number of common shares outstanding increased by the number of incremental shares that would have been outstanding if the potential dilutive shares were issued through the exercise of outstanding equity awards to purchase common shares, except when the effect would be anti-dilutive. The computation for diluted net income per share for the first quarter ended June 30, 2015 excludes equity awards to acquire 2,226,000 shares due to their anti-dilutive effect. The computation for diluted net income per share for the first quarter ended June 30, 2014 excludes options to purchase 86,909 shares due to their anti-dilutive effect.

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7. Stockholders' Equity

Stockholders' equity consists of the following (in millions):

	Preferred Stock	Common Stock	Additional Paid-In Capital	Retained Deficit	Accumulated Other Comprehensive Loss	Treasury Stock (1)	Non-controlling Interest (2)	Total Stockholders' Equity
Balance at March 31, 2015	$ —	$ 1.0	$ 885.9	$ (197.5)	$ (130.2)	$ (6.3)	$ (0.2)	$ 552.7
Total comprehensive income (loss)	—	—	—	21.3	4.1	—	(0.1)	25.3
Stock-based compensation expense	—	—	1.9	—	—	—	—	1.9
Common stock repurchased and canceled	—	—	(40.0)	—	—	—	—	(40.0)
Cancellation of treasury stock	—	—	(6.3)	—	—	6.3	—	—
Tax benefit on stock option exercises	—	—	1.0	—	—	—	—	1.0
Balance at June 30, 2015	$ —	$ 1.0	$ 842.5	$ (176.2)	$ (126.1)	$ —	$ (0.3)	$ 540.9

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(1) During the first quarter of fiscal 2016, the Company canceled all outstanding shares held in treasury stock and returned such shares to the status of authorized but unissued shares.

(2) Represents a 49% non-controlling interest in a Water Management joint venture.

Stock Repurchase Program

In February 2015, the Company's Board of Directors approved a stock repurchase program (the "Repurchase Program") authorizing the repurchase of up to $200.0 million of the Company's common stock from time-to-time on the open market or in privately negotiated transactions. The Repurchase Program does not require the Company to acquire any particular amount of common stock and does not specify the timing of purchases or the prices to be paid. During the first quarter of fiscal 2016, the Company repurchased 1,552,500 shares of common stock at a total cost of $40.0 million. The shares repurchased were canceled by the Company upon receipt. At June 30, 2015, approximately $160.0 million of repurchase authority remained.

8. Accumulated Other Comprehensive Loss

The changes in accumulated other comprehensive loss, net of tax, for the three months ended June 30, 2015 are as follows (in millions):

	Interest Rate Derivatives	Foreign Currency Translation	Pension and Postretirement Plans	Total
Balance at March 31, 2015	$ (12.6)	$ (76.5)	$ (41.1)	$ (130.2)
Other comprehensive income before reclassifications	—	4.4	—	4.4
Amounts reclassified from accumulated other comprehensive loss	—	—	(0.3)	(0.3)
Net current period other comprehensive loss	—	4.4	(0.3)	4.1
Balance at June 30, 2015	$ (12.6)	$ (72.1)	$ (41.4)	$ (126.1)

The following table summarizes the amounts reclassified from accumulated other comprehensive loss to net income during the three months ended June 30, 2015 (in millions):

	Three Months Ended June 30, 2015	Three Months Ended June 30, 2014	Income Statement Line
Pension and other postretirement plans			
Amortization of prior service credit	$ (0.5)	$ (0.5)	Selling, general and administrative expenses
Provision for income taxes	0.2	0.2	
Total net of tax	$ (0.3)	$ (0.3)	

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9. Inventories

The major classes of inventories are summarized as follows (in millions):

	June 30, 2015	March 31, 2015
Finished goods	$ 150.0	$ 146.0
Work in progress	63.1	69.6
Purchased components	91.1	85.2
Raw materials	62.6	61.1
Inventories at First-in, First-Out ("FIFO") cost	366.8	361.9
Adjustment to state inventories at Last-in, First-Out ("LIFO") cost	5.8	5.8
	$ 372.6	$ 367.7

10. Goodwill and Intangible Assets

The changes in the net carrying value of goodwill and identifiable intangible assets for the three months ended June 30, 2015 by operating segment, are presented below (in millions):

			Amortizable Intangible Assets			
	Goodwill	Indefinite Lived Intangible Assets (tradenames)	Tradenames	Customer Relationships	Patents	Total Identifiable Intangible Assets Excluding Goodwill
Process & Motion Control						
Net carrying amount as of March 31, 2015	$ 949.9	$ 192.9	$ 7.3	$ 113.0	$ 2.5	$ 315.7
Purchase price allocation adjustments (1)	(2.8)	—	—	—	—	—
Amortization	—	—	(0.3)	(8.3)	(0.3)	(8.9)
Currency translation adjustment	0.7	0.1	—	0.1	—	0.2
Net carrying amount as of June 30, 2015	$ 947.8	$ 193.0	$ 7.0	$ 104.8	$ 2.2	$ 307.0
Water Management						
Net carrying amount as of March 31, 2015	$ 252.4	$ 135.2	$ 1.4	$ 129.1	$ 6.3	$ 272.0
Amortization	—	—	—	(4.8)	(0.6)	(5.4)
Currency translation adjustment	1.1	0.4	—	0.3	0.3	1.0
Net carrying amount as of June 30, 2015	$ 253.5	$ 135.6	$ 1.4	$ 124.6	$ 6.0	$ 267.6
Consolidated						
Net carrying amount as of March 31, 2015	$ 1,202.3	$ 328.1	$ 8.7	$ 242.1	$ 8.8	$ 587.7
Purchase price allocation adjustments (1)	(2.8)	—	—	—	—	—
Amortization	—	—	(0.3)	(13.1)	(0.9)	(14.3)
Currency translation adjustment	1.8	0.5	—	0.4	0.3	1.2
Net carrying amount as of June 30, 2015	$ 1,201.3	$ 328.6	$ 8.4	$ 229.4	$ 8.2	$ 574.6

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(1) Refer to Note 2 for additional information regarding purchase price allocation adjustments.

The gross carrying amount and accumulated amortization for each major class of identifiable intangible assets as of June 30, 2015 and March 31, 2015 are as follows (in millions):

		June 30, 2015		
	Weighted Average Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Intangible assets subject to amortization:				
Patents	10 years	$ 40.4	$ (32.2)	$ 8.2
Customer relationships (including distribution network)	13 years	635.8	(406.4)	229.4
Tradenames	8 years	10.0	(1.6)	8.4
Intangible assets not subject to amortization - tradenames		328.6	—	328.6
		$ 1,014.8	$ (440.2)	$ 574.6

		March 31, 2015		
	Weighted Average Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Intangible assets subject to amortization:				
Patents	10 years	$ 40.1	$ (31.3)	$ 8.8
Customer relationships (including distribution network)	13 years	635.4	(393.3)	242.1
Tradenames	8 years	10.0	(1.3)	8.7
Intangible assets not subject to amortization - tradenames		328.1	—	328.1
		$ 1,013.6	$ (425.9)	$ 587.7

Intangible asset amortization expense totaled $14.3 million for the three months ended June 30, 2015. Intangible asset amortization expense totaled $13.5 million for the three months ended June 30, 2014.

The Company expects to recognize amortization expense on the intangible assets subject to amortization of $57.0 million in fiscal year 2016 (inclusive of $14.3 million of amortization expense recognized in the three months ended June 30, 2015), $37.8 million in fiscal year 2017, $24.6 million in fiscal year 2018, $24.3 million in fiscal year 2019 and $24.1 million in fiscal year 2020.

11. Other Current Liabilities

Other current liabilities are summarized as follows (in millions):

	June 30, 2015	March 31, 2015
Customer advances	$ 7.1	$ 7.0
Sales rebates	19.0	25.4
Commissions	4.0	3.9
Restructuring and other similar charges (1)	4.5	7.0
Product warranty (2)	6.7	6.8
Risk management (3)	9.9	9.4
Legal and environmental	3.2	3.8
Deferred income taxes	15.9	12.9
Taxes, other than income taxes	6.5	8.0
Income tax payable	22.5	17.9
Interest payable	5.6	5.5
Other	16.0	19.7
	$ 120.9	$ 127.3

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(1) See more information related to the restructuring obligations within Note 4 Restructuring and Other Similar Charges.
(2) See more information related to the product warranty obligations within Note 15 Commitments and Contingencies.
(3) Includes projected liabilities related to losses arising from automobile, general and product liability claims.

12. Long-Term Debt

Long-term debt is summarized as follows (in millions):

	June 30, 2015	March 31, 2015
Term loan (1)	$ 1,892.1	$ 1,895.8
8.875% senior notes due 2016	1.3	1.3
New Market Tax Credit (2)	36.7	36.8
Other (3)	5.5	6.1
Total	1,935.6	1,940.0
Less current maturities	23.6	24.3
Long-term debt	$ 1,912.0	$ 1,915.7

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(1) Includes an unamortized original issue discount and debt issuance costs of $23.8 million and $25.0 million at June 30, 2015 and March 31, 2015, respectively.

(2) Includes unamortized debt issuance costs of $0.6 million at each of June 30, 2015 and March 31, 2015. In connection with the New Market Tax Credit incentive program, the Company also invested an aggregate $27.6 million in the form of a loan receivable. The aggregate loan receivable is presented within other assets on the condensed consolidated balance sheets as of June 30, 2015 and March 31, 2015.

(3) Includes additional debt at various wholly-owned subsidiaries, comprised primarily of borrowings at foreign subsidiaries, capital lease obligations and unamortized debt issuance costs of $0.2 million and $0.3 million at June 30, 2015 and March 31, 2015, respectively.

Senior Secured Credit Facility

The Company's Third Amended and Restated First Lien Credit Agreement ("the Credit Agreement") includes senior secured credit facilities funded by a syndicate of banks and other financial institutions and provide for (i) a $1,950.0 million term loan facility ("Term Loan"); and (ii) a $265.0 million revolving credit facility. At June 30, 2015, the borrowings under the Credit Agreement had an effective and average interest rate of 4.00%, determined as the London Interbank Offered Rate or LIBOR (subject to a 1% floor) plus an applicable margin of 3.00%. No amounts were borrowed under the revolving credit facility at June 30, 2015 or March 31, 2015; however, $22.4 million and $24.0 million of the revolving credit facility were considered utilized in connection with outstanding letters of credit at June 30, 2015 and March 31, 2015, respectively.

As of June 30, 2015, the Company was in compliance with all applicable covenants under its Credit Agreement, including compliance with a maximum permitted first lien leverage ratio (the Company's sole financial maintenance covenant under its revolver) of 7.75 to 1.0. The Company's first lien leverage ratio was 4.0 to 1.0 as of June 30, 2015.

Accounts Receivable Securitization Program

In fiscal 2012, the Company entered into a five-year Amended and Restated Receivables Funding and Administration Agreement (the "RFAA") by and among Rexnord Funding LLC ("Funding," a wholly-owned bankruptcy-remote special purpose subsidiary), the financial institutions from time to time party thereto, and General Electric Capital Corporation, as a lender, a swing line lender and administrative agent. The RFAA is the principal operative agreement under which certain subsidiaries continuously sell substantially all of their domestic trade accounts receivable to Funding for cash and subordinated notes (the "Program").

At June 30, 2015, the Company's available borrowing capacity under the Program was $100.0 million, based on the current accounts receivables balance subject to the Program. As of June 30, 2015, Funding was in compliance with all applicable covenants and performance ratios contained in the RFAA.

See Note 11 to the audited consolidated financial statements of the Company's fiscal 2015 Annual Report on Form 10-K for further information regarding long-term debt.

13. Derivative Financial Instruments

The Company is exposed to certain financial risks relating to fluctuations in foreign currency exchange rates. The Company currently selectively uses foreign currency forward exchange contracts to manage its foreign currency risk. All hedging transactions are authorized and executed pursuant to defined policies and procedures that prohibit the use of financial instruments for speculative purposes.

Foreign Exchange Contracts

The Company periodically enters into foreign currency forward contracts to mitigate the foreign currency volatility relative to certain intercompany and external cash flows expected to occur. These foreign currency forward contracts were not accounted for as effective cash flow hedges in accordance with ASC 815, *Derivatives and Hedging* (“ASC 815”) and as such were marked to market through earnings. See the amounts recorded on the condensed consolidated balance sheets and recognized within the condensed consolidated statements of operations related to the Company's foreign currency forward contracts within the tables below.

Interest Rate Derivatives

During fiscal 2014, the Company entered into three forward-starting interest rate swaps to hedge the variability in future cash flows associated with a portion of the Company’s variable-rate term loans. The forward-starting interest rate swaps convert $650.0 million of the Company’s variable-rate term loans to a weighted average fixed interest rate of 2.55% plus the applicable margin (inclusive of a 1% LIBOR floor). The interest rate swaps become effective beginning on September 28, 2015 with a maturity of September 27, 2018. The interest rate swaps have been designated as effective cash flow hedges in accordance with ASC 815.

During fiscal 2015, the Company entered into two interest rate caps in order to mitigate the Company's exposure to increasing interest rates on its variable-rate interest loans. Those interest rate caps were effective beginning as of October 24, 2014, with a maturity of October 24, 2018; they cap the interest on $750.0 million of the Company's variable-rate interest loans at 3%, plus the applicable margin. In executing the interest rate caps, the Company paid a premium of $5.8 million. The interest rate caps have been designated as effective cash flow hedges in accordance with ASC 815. When combined with the Company's existing interest rate swaps, the Company has effectively hedged approximately 74% of its outstanding variable rate term loans with a weighted average interest rate that cannot exceed 2.79% plus the applicable margin of 3%.

The fair values of the Company's interest rate derivatives are recorded on the condensed consolidated balance sheets with the corresponding offset recorded as a component of accumulated other comprehensive loss, net of tax. See the amounts recorded on the condensed consolidated balance sheets related to the Company's interest rate derivatives within the tables below.

The Company's derivatives are measured at fair value in accordance with ASC 820, *Fair Value Measurements and Disclosure* (“ASC 820”). See Note 14 for more information as it relates to the fair value measurement of the Company's derivative financial instruments.

The following tables indicate the location and the fair value of the Company's derivative instruments within the condensed consolidated balance sheets segregated between designated, qualifying ASC 815 hedging instruments and non-qualifying, non-designated hedging instruments.

Fair value of derivatives designated as hedging instruments under ASC 815 (in millions):

	June 30, 2015	March 31, 2015	Balance Sheet Classification
		Liability Derivatives	
Interest rate swaps	$ 17.2	$ 17.7	Other long-term liabilities
		Asset Derivatives	
Interest rate caps	$ 2.5	$ 3.0	Other long-term assets

Fair value of derivatives not designated as hedging instruments under ASC 815 (in millions):

	June 30, 2015	March 31, 2015	Balance Sheet Classification
	Asset Derivatives		
Foreign currency forward contracts	$ 0.2	$ 0.4	Other current assets

The following table indicates the location and the amount of gains or losses associated with the Company's derivative instruments, net of tax, within the condensed consolidated balance sheets (for qualifying ASC 815 instruments) and recognized within the condensed consolidated statements of operations. The information is segregated between designated, qualifying ASC 815 hedging instruments and non-qualifying, non-designated hedging instruments (in millions). As of June 30, 2015, there was no ineffectiveness on the Company's designated hedging instruments.

Derivative instruments designated as cash flow hedging relationships under ASC 815	Amount of loss recognized in accumulated other comprehensive loss on derivatives	
	June 30, 2015	March 31, 2015
Interest rate swaps	$ 10.7	$ 9.2
Interest rate caps	1.9	$ 1.7

The Company expects to reclassify approximately $7.7 million of losses related to its interest rate derivatives recorded within accumulated other comprehensive loss into earnings as interest expense during the next twelve months.

Derivative instruments not designated as hedging instruments under ASC 815	Condensed Consolidated Statements of Operations Classification	Amount recognized in other expense, net First Quarter Ended	
		June 30, 2015	June 30, 2014
Foreign currency forward contracts	Other income, net	$ 0.1	$ (0.4)

14. Fair Value Measurements

ASC 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants. ASC 820 also specifies a fair value hierarchy based upon the observability of inputs used in valuation techniques. Observable inputs (highest level) reflect market data obtained from independent sources, while unobservable inputs (lowest level) reflect internally developed assumptions about the assumptions a market participant would use.

In accordance with ASC 820, fair value measurements are classified under the following hierarchy:

- Level 1- Quoted prices for identical instruments in active markets.
- Level 2- Quoted prices for similar instruments; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations in which all significant inputs or significant value-drivers are observable.
- Level 3- Model-derived valuations in which one or more inputs or value-drivers are both significant to the fair value measurement and unobservable.

If applicable, the Company uses quoted market prices in active markets to determine fair value, and therefore classifies such measurements within Level 1. In some cases where market prices are not available, the Company makes use of observable market-based inputs to calculate fair value, in which case the measurements are classified within Level 2. If quoted or observable market prices are not available, fair value is based upon internally developed models that use, where possible, current market-based parameters. These measurements are classified within Level 3 if they use significant unobservable inputs.

Fair Value of Derivative Instruments

The Company transacts in foreign currency forward contracts, interest rate swaps, and interest rate caps. The fair value of foreign currency forward contracts is based on a pricing model that utilizes the differential between the contract price and the market-based forward rate as applied to fixed future deliveries of currency at pre-designated settlement dates. The fair value of interest rate swaps and interest rate caps is based on pricing models. These models use discounted cash flows that utilize the appropriate market-based forward swap curves and interest rates.

The Company endeavors to utilize the best available information in measuring fair value. As required by ASC 820, financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. Foreign currency forward contracts and interest rate swaps reside within Level 2 of the fair value hierarchy. There were no transfers of assets or liabilities between levels for the periods presented. The following table provides a summary of the Company's assets and liabilities recognized at fair value on a recurring basis as of June 30, 2015 and March 31, 2015 (in millions):

	Fair Value as of June 30, 2015			
	Level 1	Level 2	Level 3	Total
Assets:				
Interest rate caps	$ —	$ 2.5	$ —	$ 2.5
Foreign currency forward contracts	—	0.2	—	0.2
Total assets at fair value	$ —	$ 2.7	$ —	$ 2.7
Liabilities:				
Interest rate swaps	$ —	$ 17.2	$ —	$ 17.2
Total liabilities at fair value	$ —	$ 17.2	$ —	$ 17.2

	Fair Value as of March 31, 2015			
	Level 1	Level 2	Level 3	Total
Assets:				
Interest rate caps	$ —	$ 3.0	$ —	$ 3.0
Foreign currency forward contracts	—	0.4	—	0.4
Total assets at fair value	$ —	$ 3.4	$ —	$ 0.4
Liabilities:				
Interest rate swaps	$ —	$ 17.7	$ —	$ 17.7
Total liabilities at fair value	$ —	$ 17.7	$ —	$ 17.7

Fair Value of Non-Derivative Financial Instruments

The carrying amounts of cash, receivables, payables and accrued liabilities approximated fair value at June 30, 2015 and March 31, 2015 due to the short-term nature of those instruments. The fair value of long-term debt as of June 30, 2015 and March 31, 2015 was approximately $1,959.3 million and $1,970.6 million, respectively. The fair value is based on quoted market prices for the same issues.

Long-lived Assets and Intangible Assets

Long-lived assets (which includes property, plant and equipment and real estate) may be measured at fair value if such assets are held-for-sale or when there is a determination that the asset is impaired. Intangible assets (which include patents, tradenames, customer relationships, and non-compete agreements) also may be measured at fair value when there is a determination that the asset is impaired. The determination of fair value for these assets is based on the best information available that resides within Level 3 of the fair value hierarchy, including internal cash flow estimates discounted at an appropriate interest rate, quoted market prices when available, market prices for similar assets and independent appraisals, as appropriate. For real estate, cash flow estimates are based on current market estimates that reflect current and projected lease profiles and available industry information about expected trends in rental, occupancy and capitalization rates. As of June 30, 2015 and March 31, 2015, the remaining assets of the Mill Products business are classified as "held for sale" on the condensed consolidated balance sheet. These assets are recorded at their estimated net realizable value. The estimated fair value of the assets has been determined utilizing independent appraisals of the assets, classified as Level 3 inputs within the fair value hierarchy. See Note 3 for additional information.

15. Commitments and Contingencies

Warranties:

The Company offers warranties on the sales of certain products and records an accrual for estimated future claims. Such accruals are based upon historical experience and management's estimate of the level of future claims. The following table presents changes in the Company's product warranty liability (in millions):

	Period Ending	
	June 30, 2015	June 30, 2014
Balance at beginning of period	$ 6.8	$ 8.0
Charged to operations	0.6	0.1
Claims settled	(0.7)	(0.9)
Balance at end of period	$ 6.7	$ 7.2

Contingencies:

The Company's subsidiaries are involved in various unresolved legal actions, administrative proceedings and claims in the ordinary course of business involving, among other things, product liability, commercial, employment, workers' compensation, intellectual property claims and environmental matters. The Company establishes accruals in a manner that is consistent with accounting principles generally accepted in the United States for costs associated with such matters when liability is probable and those costs are capable of being reasonably estimated. Although it is not possible to predict with certainty the outcome of these unresolved legal actions or the range of possible loss or recovery, based upon current information, management believes the eventual outcome of these unresolved legal actions, either individually or in the aggregate, will not have a material adverse effect on the financial position, results of operations or cash flows of the Company.

In connection with the Carlyle acquisition in November 2002, Invensys plc ("Invensys") has provided the Company with indemnification against certain contingent liabilities, including certain pre-closing environmental liabilities. The Company believes that, pursuant to such indemnity obligations, Invensys is obligated to defend and indemnify the Company with respect to the matters described below relating to the Ellsworth Industrial Park Site and to various asbestos claims. The indemnity obligations relating to the matters described below are subject, together with indemnity obligations relating to other matters, to an overall dollar cap equal to the purchase price, which is an amount in excess of $900 million. The following paragraphs summarize the most significant actions and proceedings:

- In 2002, Rexnord Industries, LLC (“Rexnord Industries”) was named as a potentially responsible party (“PRP”), together with at least ten other companies, at the Ellsworth Industrial Park Site, Downers Grove, DuPage County, Illinois (the “Site”), by the United States Environmental Protection Agency (“USEPA”), and the Illinois Environmental Protection Agency (“IEPA”). Rexnord Industries' Downers Grove property is situated within the Ellsworth Industrial Complex. The USEPA and IEPA allege there have been one or more releases or threatened releases of chlorinated solvents and other hazardous substances, pollutants or contaminants, allegedly including but not limited to a release or threatened release on or from the Company's property, at the Site. The relief sought by the USEPA and IEPA includes further investigation and potential remediation of the Site and reimbursement of USEPA's past costs. Rexnord Industries' allocated share of past and future costs related to the Site, including for investigation and/or remediation, could be significant. All previously pending property damage and personal injury lawsuits against the Company related to the Site have been settled or dismissed. Pursuant to its indemnity obligation, Invensys continues to defend the Company in known matters related to the Site and has paid 100% of the costs to date.
- Multiple lawsuits (with approximately 500 claimants) are pending in state or federal court in numerous jurisdictions relating to alleged personal injuries due to the alleged presence of asbestos in certain brakes and clutches previously manufactured by the Company's Stearns division and/or its predecessor owners. Invensys and FMC, prior owners of the Stearns business, have paid 100% of the costs to date related to the Stearns lawsuits. Similarly, the Company's Prager subsidiary is a defendant in two pending multi-defendant lawsuits relating to alleged personal injuries due to the alleged presence of asbestos in a product allegedly manufactured by Prager. Additionally, there are numerous individuals who have filed asbestos related claims against Prager; however, these claims are currently on the Texas Multi-district Litigation inactive docket. The ultimate outcome of these asbestos matters cannot presently be determined. To date, the Company's insurance providers have paid 100% of the costs related to the Prager asbestos matters. The Company believes that the combination of its insurance coverage and the Invensys indemnity obligations will cover any future costs of these matters.

In connection with the acquisition of The Falk Corporation (“Falk”), Hamilton Sundstrand has provided the Company with indemnification against certain products-related asbestos exposure liabilities. The Company believes that, pursuant to such indemnity obligations, Hamilton Sundstrand is obligated to defend and indemnify the Company with respect to the asbestos claims described below, and that, with respect to these claims, such indemnity obligations are not subject to any time or dollar limitations.

The following paragraph summarizes the most significant actions and proceedings for which Hamilton Sundstrand has accepted responsibility:

- Falk, through its successor entity, is a defendant in multiple lawsuits pending in state or federal court in numerous jurisdictions relating to alleged personal injuries due to the alleged presence of asbestos in certain clutches and drives previously manufactured by Falk. There are approximately 100 claimants in these suits. The ultimate outcome of these lawsuits cannot presently be determined. Hamilton Sundstrand is defending the Company in these lawsuits pursuant to its indemnity obligations and has paid 100% of the costs to date.

Certain Water Management subsidiaries are also subject to asbestos litigation. As of June 30, 2015, Zurn and numerous other unrelated companies were defendants in approximately 6,000 asbestos related lawsuits representing approximately 20,000 claims. Plaintiffs' claims allege personal injuries caused by exposure to asbestos used primarily in industrial boilers formerly manufactured by a segment of Zurn. Zurn did not manufacture asbestos or asbestos components. Instead, Zurn purchased them from suppliers. These claims are being handled pursuant to a defense strategy funded by insurers.

As of June 30, 2015, the Company estimates the potential liability for the asbestos-related claims described above, as well as the claims expected to be filed in the next ten years to be approximately $35.0 million, of which Zurn expects its insurance carriers to pay approximately $27.0 million in the next ten years on such claims, with the balance of the estimated liability being paid in subsequent years. The $35.0 million was developed based on an actuarial study and represents the projected indemnity payout for claims filed in the next ten years. However, there are inherent uncertainties involved in estimating the number of future asbestos claims, future settlement costs, and the effectiveness of defense strategies and settlement initiatives. As a result, actual liability could differ from the estimate described herein. Further, while this current asbestos liability is based on an estimate of claims through the next ten years, such liability may continue beyond that time frame, and such liability could be substantial.

Management estimates that its available insurance to cover this potential asbestos liability as of June 30, 2015, is approximately $247.4 million, and believes that all current claims are covered by insurance. However, principally as a result of the past insolvency of certain of the Company's insurance carriers, certain coverage gaps will exist if and after the Company's other carriers have paid the first $171.4 million of aggregate liabilities.

As of June 30, 2015, the Company had a recorded receivable from its insurance carriers of $35.0 million, which corresponds to the amount of this potential asbestos liability that is covered by available insurance and is currently determined to be probable of recovery. However, there is no assurance that $247.4 million of insurance coverage will ultimately be available or that this asbestos liability will not ultimately exceed $247.4 million. Factors that could cause a decrease in the amount of available coverage include: changes in law governing the policies, potential disputes with the carriers regarding the scope of coverage, and insolvencies of one or more of the Company's carriers.

The Company's subsidiaries, Zurn PEX, Inc. and Zurn Industries, LLC ("Zurn Industries"), were named as defendants in a number of individual and class action lawsuits in various United States courts. The plaintiffs in these suits claimed damages due to the alleged failure or anticipated failure of Zurn brass fittings on the PEX plumbing systems in homes and other structures.

In July 2012, the Company reached an agreement in principle to settle the liability underlying this litigation. The settlement is designed to resolve, on a national basis, the Company's overall exposure for both known and unknown claims related to the alleged failure or anticipated failure of Zurn brass fittings on PEX plumbing systems, subject to the right of eligible class members to opt-out of the settlement and pursue their claims independently. The settlement received final court approval in February 2013, and utilizes a seven year claims fund, which is capped at $20.0 million, and is funded in installments over the seven year period based on claim activity and minimum funding criteria. The settlement also covers class action plaintiffs' attorneys' fees and expenses totaling $8.5 million, which were paid in the first quarter of fiscal 2014.

Historically, the Company's insurance carrier had funded the Company's defense in the above referenced proceedings. The Company, however, reached a settlement agreement with its insurer, whereby the insurer paid the Company a lump sum in exchange for a release of future exposure related to this liability.

The Company has recorded an accrual related to this brass fittings liability, which takes into account, in pertinent part, the insurance carrier contribution, as well as exposure from the claims fund, opt-outs and the waiver of future insurance coverage.

16. Retirement Benefits

The components of net periodic benefit cost are as follows (in millions):

	Three Months Ended	
	June 30, 2015	June 30, 2014
Pension Benefits:		
Service cost	$ 0.6	$ 0.4
Interest cost	6.4	7.7
Expected return on plan assets	(7.2)	(7.7)
Net periodic benefit (credit) cost	$ (0.2)	$ 0.4
Other Postretirement Benefits:		
Interest cost	$ 0.3	$ 0.3
Amortization:		
Prior service credit	(0.5)	(0.5)
Net periodic benefit credit	$ (0.2)	$ (0.2)

During the first three months of fiscal 2016 and 2015, the Company made contributions of $1.3 million and $1.5 million, respectively, to its U.S. qualified pension plan trusts.

In accordance with the Company's accounting policy for defined benefit pension and other postretirement benefit plans, actuarial gains and losses above the corridor are immediately recognized in the Company's operating results. The corridor is 10% of the higher of the pension benefit obligation or the fair value of the plan assets. This adjustment is typically recorded annually in connection with the Company's required year-end re-measurement of plan assets and benefit obligations, or upon any off-cycle re-measurement event.

See Note 16 to the audited consolidated financial statements of the Company's fiscal 2015 Annual Report on Form 10-K for further information regarding retirement benefits.

17. Stock-Based Compensation

The Rexnord Corporation 2012 Performance Incentive Plan (the "Plan") is utilized to provide performance incentives to the Company's officers, employees, directors and certain others by permitting grants of equity awards, as well as performance-based cash awards, to such persons, to encourage them to maximize Rexnord's performance and create value for Rexnord's stockholders. ASC 718, *Compensation-Stock Compensation* (“ASC 718”), requires compensation costs related to share-based payment transactions to be recognized in the financial statements. Generally, compensation cost is measured based on the estimated grant-date fair value of the equity instruments issued and is recognized over the requisite service period of the equity instrument, which generally coincides with the vesting period of the award. See Note 15 to the audited consolidated financial statements of the Company's fiscal 2015 Annual Report on Form 10-K for further information regarding stock-based compensation and related plans.

For the three months ended June 30, 2015 and June 30, 2014, the Company recorded $1.9 million and $1.6 million, respectively, of stock-based compensation expense. As of June 30, 2015, there was $24.3 million of total unrecognized compensation cost related to non-vested equity awards that is expected to be recognized over a weighted-average period of 3.1 years.

Stock Options

During the three months ended June 30, 2015, the Company granted 872,590 stock options to certain of the Company's officers and employees which vest over a weighted-average term of three years. The fair value of each option granted under the Plan during the three months ended June 30, 2015 was estimated on the grant date using the Black-Scholes valuation model utilizing the following weighted-average assumptions:

	Three Months Ended June 30, 2015
Expected option term (in years)	6.5
Expected volatility factor	24%
Weighted-average risk-free interest rate	1.86%
Expected dividend rate	0.0%
Stock option fair value	$7.41

The Company estimates the expected life of stock options granted based on the midpoint between when the options vest and when they expire. The Company uses the simplified method to determine the expected term, as management does not have sufficient historical exercise data to provide a reasonable basis upon which to estimate the expected term due to the limited period of time its common stock shares has been publicly traded. The Company's expected volatility assumptions are based on the expected volatilities of publicly-traded companies within the Company's industry. The weighted-average risk-free interest rate is based on the U.S. Treasury yield curve in effect at the date of grant. Management also assumes expected dividends of zero.

The following table presents the Company's stock option activity during the first three months of fiscal 2016 and 2015, respectively:

	Period Ending			
	June 30, 2015		June 30, 2014	
	Shares	Weighted Avg. Exercise Price	Shares	Weighted Avg. Exercise Price
Number of shares under option:				
Outstanding at beginning of period	8,588,518	$ 13.06	8,652,834	$ 10.79
Granted	872,590	25.77	—	—
Exercised	(165,992)	7.25	(206,155)	7.19
Canceled/Forfeited	(98,536)	22.55	(104,148)	20.00
Outstanding at end of period (1)	9,196,580	14.27	8,342,531	10.76
Exercisable at end of period (2)	5,536,335	$ 7.95	5,039,432	$ 5.45

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(1) The weighted average remaining contractual life of options outstanding at June 30, 2015 is 5.2 years.
(2) The weighted average remaining contractual life of options exercisable at June 30, 2015 is 3.1 years.

Restricted Stock Units

During the three months ended June 30, 2015, the Company granted 66,622 restricted stock units ("RSUs") to certain of its officers, directors, and employees. RSUs granted during the three months ended June 30, 2015 vest ratably over three years and the fair value of each award is determined based on the Company's closing stock price on the date of grant. The weighted-average grant date fair value of the RSUs granted and outstanding under the Plan for the three months ended June 30, 2015 was $25.77 per unit. There was no RSU activity during the three months ended June 30, 2014. A summary of RSU activity during the three months ended June 30, 2015 is as follows:

	Period Ending	
	June 30, 2015	
	Shares	Weighted Avg. Exercise Price
Nonvested RSUs at beginning of period	53,813	$ 29.06
Granted	66,622	25.77
Vested	—	—
Canceled/Forfeited	(2,372)	28.46
Nonvested RSUs at end of period	118,063	$ 27.21

Performance Stock Units

During the three months ended June 30, 2015, the Company granted 50,711 performance stock units ("PSUs") to certain of its officers and employees at a weighted-average grant date fair value of $28.57 per PSU. Those PSUs have a three-year performance period, and are earned and vested based in part on the Company's performance relative to pre-defined goals for absolute free cash flow conversion and in part on relative total shareholder return ("TSR") as compared to companies in the S&P 1500 Industrial Index. Based on the Company's actual performance at the end of the three-year performance cycle period, the number of performance share awards earned, which can range between 0% and 200% of the target awards granted, will be satisfied with Rexnord common stock.

The fair value of the portion of PSUs with free cash flow vesting conditions is determined based on the Company's closing stock price on the date of grant. The fair value of the portion of PSUs based on TSR is determined utilizing the Monte Carlo simulation model. Assumptions used to determine the fair value of each PSU were based on historical data and standard industry valuation practices and methodology. The following weighted-average assumptions were used for the PSUs granted during the three months ended June 30, 2015:

	Three Months Ended June 30, 2015
Expected volatility factor	31%
Weighted-average risk-free interest rate	1.01%
Expected dividend rate	0.0%
Stock option fair value	$32.06

18. Business Segment Information

The results of operations are reported in two business segments, consisting of the Process & Motion Control platform and the Water Management platform. The Process & Motion Control platform designs, manufactures, markets and services specified, highly engineered mechanical components used within complex systems where our customers' reliability requirements and cost of failure or downtime is extremely high. The Process & Motion Control product portfolio includes gears, couplings, industrial bearings, aerospace bearings and seals, FlatTop™ chain, engineered chain and conveying equipment. This segment serves a diverse group of end markets, including mining, general industrial applications, cement and aggregates, agriculture, forest and wood products, petrochemical, energy, food & beverage, aerospace and wind energy. The Water Management platform designs, procures, manufactures and markets products that provide and enhance water quality, safety, flow control and conservation. The Water Management product portfolio includes professional grade specification drainage products, flush valves and faucet products, backflow prevention pressure release valves and PEX piping used in non-residential construction end-markets and engineered valves and gates for the water and wastewater treatment market. The financial information of the Company's segments is regularly evaluated by the chief operating decision maker in determining resource allocation and assessing performance. Management evaluates the performance of each business segment based on its operating results. The same accounting policies are used throughout the organization (see Note 1).

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Business Segment Information:
(in Millions)

	First Quarter Ended	
	June 30, 2015	June 30, 2014
Net sales by product		
Process & Motion Control:		
Original equipment manufacturers/ end-users	$ 152.3	$ 160.1
Aftermarket	119.3	138.3
Total Process & Motion Control	271.6	298.4
Water Management:		
Water safety, quality, flow control and conservation	136.5	131.8
Water infrastructure	77.0	73.4
Total Water Management	213.5	205.2
Consolidated net sales	$ 485.1	$ 503.6
Income (loss) from operations		
Process & Motion Control	$ 35.6	$ 47.6
Water Management	27.4	18.5
Corporate	(9.8)	(9.2)
Consolidated income from operations	$ 53.2	$ 56.9
Non-operating expense:		
Interest expense, net	$ (21.6)	$ (22.5)
Other expense, net	(0.4)	(1.3)
Income from continuing operations before income taxes	31.2	33.1
Provision for income taxes	10.0	21.5
Net income from continuing operations	21.2	11.6
Income from discontinued operations, net of tax	—	0.4
Net income	21.2	12.0
Non-controlling interest loss	(0.1)	(0.1)
Net income attributable to Rexnord	$ 21.3	$ 12.1
Depreciation and amortization		
Process & Motion Control	$ 19.2	$ 18.6
Water Management	9.0	9.6
Consolidated	$ 28.2	$ 28.2
Capital expenditures		
Process & Motion Control	$ 6.3	$ 7.7
Water Management	1.4	1.0
Consolidated	$ 7.7	$ 8.7

	June 30, 2015	March 31, 2015
Total assets		
Process & Motion Control	$ 2,346.6	$ 2,412.8
Water Management	981.9	980.8
Corporate	0.6	8.4
Consolidated	$ 3,329.1	$ 3,402.0

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

Critical Accounting Policies and Estimates

The condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("U.S. GAAP") which require us to make estimates and assumptions that affect the reported amounts of assets and liabilities on the date of the financial statements and revenues and expenses during the periods reported. Actual results could differ from those estimates. Refer to Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A"), of our Annual Report on Form 10-K for the fiscal year ended March 31, 2015 for information with respect to our critical accounting policies, which we believe could have the most significant effect on our reported results and require subjective or complex judgments by management. Except for the items reported below, management believes that as of June 30, 2015 and during the period from April 1, 2015 through June 30, 2015, there has been no material change to this information.

Recent Accounting Pronouncements

In April 2015 the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2015-03, *Interest—Imputation of Interest (Subtopic 835-30) Simplifying the Presentation of Debt Issuance Costs* ("ASU 2015-03"). The amendments in ASU 2015-03 require that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. The recognition and measurement of debt issuance costs is not affected by the amendments in this update. ASU 2015-03 is effective for fiscal years beginning after December 15, 2015 and is required to be applied retrospectively to all prior periods presented. As permitted by ASU 2015-03, we elected to early adopt this guidance beginning with the first quarter of fiscal 2016, which resulted in the reclassification of $10.0 million and $10.5 million of unamortized debt issuance costs from other assets to long-term debt on the condensed consolidated balance sheets as of June 30, 2015 and March 31, 2015, respectively. Refer to Note 12 for additional information.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers* ("ASU 2014-09") in order to develop a common revenue standard for U.S. GAAP and International Financial Reporting Standards. The guidance specifies revenue should be recognized in the amount that reflects the consideration the company expects to be entitled to in exchange for the transfer of promised goods or services to customers. ASU 2014-09 will be effective in the first quarter of fiscal 2019 and allows for full retrospective adoption applied to all periods presented or retrospective adoption with the cumulative effect of initially applying this update recognized at the date of initial application. We are currently evaluating the method of adoption and the potential impact adoption will have on its condensed consolidated financial statements.

In the first quarter of 2016, we adopted FASB ASU No. 2014-08, *Presentation of Financial Statements and Property, Plant, and Equipment: Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity* ("ASU 2014-08"), which changes the criteria for reporting discontinued operations. ASU 2014-08 allows only disposals representing a strategic shift in operations to be presented as discontinued operations. Those strategic shifts should have a major effect on the organization's operations and financial results. In addition, the new guidance requires expanded disclosures about discontinued operations, as well as pre-tax income attributable to a disposal of a significant part of an organization that does not qualify for discontinued operations reporting. As this guidance is a prospective change, the significance of ASU 2014-08 is dependent on any future dispositions or disposals.

Acquisition of Euroflex Transmissions (India) Private Limited

On January 12, 2015, we acquired Euroflex Transmissions (India) Private Limited ("Euroflex") for a preliminary cash purchase price of $76.0 million, excluding transaction costs and net of cash acquired. During the first quarter of fiscal 2016, we received $1.1 million in cash from the previous owners of Euroflex in connection with finalizing the amount of acquisition date working capital. The preliminary purchase allocation was adjusted to reflect this change, which resulted in a $1.1 million decrease to goodwill. Euroflex, based in Hyderabad, India, is a supplier of high performance disc couplings used in power generation, gas compression and industrial process machinery applications. The acquisition of Euroflex added complementary product lines to our existing Process & Motion Control platform.

Acquisition of Tollok S.p.A

On October 30, 2014, we acquired Tollok S.p.A. ("Tollok"), a supplier of highly engineered shaft locking devices for the power generation and process industries, as well as general industrial applications. The preliminary purchase price, excluding transaction costs and net of cash acquired, was $39.2 million. Under the terms of the agreement, the purchase price is comprised of $33.4 million that was paid at closing and $3.4 million to be paid in annual installments on October 30, 2015 and October 30, 2016. During the first quarter of fiscal 2016, we finalized the amount of acquisition date working capital which resulted in a $1.7 million decrease to the preliminary purchase price, which we will receive by reducing the amount of the first annual installment payment to the previous Tollok shareholders by $1.7 million. The preliminary purchase price allocation has been adjusted to reflect this change, which resulted in a $1.7 million decrease to goodwill. Pursuant to the terms of the agreement, we are also contingently obligated to make additional consideration payments, not to exceed $3.8 million, in two years to the sellers should Tollok's financial performance exceed certain thresholds during the two years following the acquisition. Cash payments made after the acquisition date will be made in Euros based on prevailing exchange rates at the time of payment. Tollok, based in Ferrara, Italy, added complementary product lines to our existing Process & Motion Control platform.

Acquisition of Green Turtle

On April 15, 2014, we acquired Green Turtle Technologies Ltd., Green Turtle Americas Ltd. and Filamat Composites Inc. (collectively "Green Turtle") for a total cash purchase price of $27.7 million, excluding transaction costs and net of cash acquired. Green Turtle, based in Toronto, Ontario, and Charlotte, North Carolina, is a manufacturer of branded fiberglass oil and grease separators and traps. This acquisition broadened the product portfolio of our existing Water Management platform.

Divestiture of Mill Products

During the fourth quarter of fiscal 2015, we ceased all operations related to the our non-core business that manufactured ring gears and pinions ("Mill Products") utilized for crushing machinery applications in the mining sector business, which conducted its operations in the United States and Australia and was a component of the Process & Motion Control segment. As a result, we met the criteria to present this business as a discontinued operation in accordance with the authoritative guidance. During fiscal 2015, we sold certain assets associated with the Mill Products business for aggregate cash consideration of approximately $9.2 million. The exit of Mill Products resulted a net charge of $9.7 million, consisting of a $3.8 million impairment loss associated with property, plant and equipment, $4.1 million impairment of goodwill allocated to the discontinued operation and other exit related costs of $1.8 million.

Fiscal Year

Our fiscal year ends on March 31. Throughout this MD&A, we refer to the period from April 1, 2015 through June 30, 2015 as the “first quarter of fiscal 2016” or the “first quarter ended June 30, 2015.” Similarly, we refer to the period from April 1, 2014 through June 30, 2014 as the “first quarter of fiscal 2015” or the “first quarter ended June 30, 2014.”

Results of Operations

General

Rexnord is a growth-oriented, multi-platform industrial company with what we believe are leading market shares and highly trusted brands that serve a diverse array of global end-markets. Our heritage of innovation and specification have allowed us to provide highly engineered, mission critical solutions to customers for decades and affords us the privilege of having long-term, valued relationships with market leaders. We operate our Company in a disciplined way and the Rexnord Business System (“RBS”) is our operating philosophy. Grounded in the spirit of continuous improvement, RBS creates a scalable, process-based framework that focuses on driving superior customer satisfaction and financial results by targeting world-class operating performance throughout all aspects of our business.

The following information should be read in conjunction with the audited consolidated financial statements and notes thereto, along with Item 7 “MD&A” in our Annual Report on Form 10-K for the fiscal year ended March 31, 2015.

First Quarter Ended June 30, 2015 Compared with the First Quarter Ended June 30, 2014:

Net sales
(Dollars in Millions)

	Quarter Ended			
	June 30, 2015	June 30, 2014	Change	% Change
Process & Motion Control	$ 271.6	$ 298.4	$ (26.8)	(9.0)%
Water Management	213.5	205.2	8.3	4.0 %
Consolidated	$ 485.1	$ 503.6	$ (18.5)	(3.7)%

Process & Motion Control

Process & Motion Control net sales were $271.6 million in the first quarter of fiscal 2016. Core net sales declined 7%, acquisitions contributed 3%, and foreign currency translation had a 5% adverse impact. The decrease in year-over-year core net sales was driven primarily by adverse demand across several of our industrial process end markets coupled with the related de-stocking within our corresponding distribution channels.

Water Management

Water Management net sales increased 4.0% year-over-year to $213.5 million in the first quarter of fiscal 2016. Excluding a 5% unfavorable impact from foreign currency translation, core net sales increased 9% year-over-year as a result of favorable demand trends across the majority of our end markets as well as relatively higher project shipments to our water and wastewater infrastructure end markets.

Income from operations
(Dollars in Millions)

	Quarter Ended			
	June 30, 2015	June 30, 2014	Change	% Change
Process & Motion Control	$ 35.6	$ 47.6	$ (12.0)	(25.2)%
% of net sales	*13.1%*	*16.0%*	*(2.9)%*	
Water Management	27.4	18.5	8.9	48.1 %
% of net sales	*12.8%*	*9.0%*	*3.8 %*	
Corporate	(9.8)	(9.2)	(0.6)	(6.5)%
Consolidated	$ 53.2	$ 56.9	$ (3.7)	(6.5)%
% of net sales	*11.0%*	*11.3%*	*(0.3)%*	

Process & Motion Control

Process & Motion Control income from operations for the first quarter of fiscal 2016 was $35.6 million, or 13.1% of net sales. Year-over-year income from operations as a percentage of net sales decreased by 290 basis points in the first quarter of fiscal 2016 as a result of the adverse product mix associated with lower sales to our U.S. general industrial end markets and the incremental investments in market expansion and footprint repositioning initiatives.

Water Management

Water Management income from operations was $27.4 million for the first quarter of fiscal 2016. Operating margin was 12.8% of net sales, an increase of 380 basis points year-over-year which reflects the benefit of volume growth and on-going cost reduction initiatives, lower year-over-year restructuring costs, and RBS-driven productivity gains and efficiencies.

Corporate

Corporate expenses were $9.8 million and $9.2 million in the first quarter of fiscal 2016 and 2015, respectively. Corporate expenses increased year-over year as a result of the timing of incurred professional services.

Interest expense, net

Interest expense, net was $21.6 million in the first quarter of fiscal 2016 compared to $22.5 million in the first quarter of fiscal 2015. The year-over-year decrease in interest expense was primarily due to lower outstanding debt in the current quarter.

Other expense, net

Other expense, net for the first quarter of fiscal 2016, consisted of foreign currency transaction losses of $0.2 million , a $0.1 million gain on the sale of property, plant and equipment and other miscellaneous expenses of $0.3 million. Other expense, net for the first quarter of fiscal 2015, consisted of foreign currency losses of $0.5 million and other miscellaneous expenses of $0.8 million.

Provision for income taxes

The income tax provision was $10.0 million in the first quarter of fiscal 2016 compared to an income tax provision of $21.5 million in the first quarter of fiscal 2015. The effective income tax rate for the first quarter of fiscal 2016 was 32.1% versus 65.0% in the first quarter of fiscal 2015. The effective income tax rate for the first quarter of fiscal 2016 was below the U.S. federal statutory rate of 35% primarily due to the accrual of foreign income taxes at rates which are generally below the U.S. federal statutory rate, the recognition of certain foreign branch related losses for U.S. income tax purposes and the recognition of certain, previously unrecognized tax benefits due to the lapse of the applicable statutes of limitations. The effective income tax rate for the first quarter of fiscal 2015 was significantly higher than the U.S. federal statutory rate of 35% primarily due to certain one-time costs associated with a change to the U.S. income tax entity classification of a foreign subsidiary, partially offset by the recognition of certain foreign related branch losses for U.S. income tax purposes.

On a quarterly basis, we review and analyze our valuation allowances associated with deferred tax assets relating to certain foreign and state net operating loss carryforwards as well as foreign tax credit carryforwards. In conjunction with this analysis, we weigh both positive and negative evidence for purposes of determining the proper balances of such valuation allowances. Future changes to the balances of these valuation allowances, as a result of our continued review and analysis, could result in a material impact to the financial statements for such period of change.

Net income from continuing operations

Our net income from continuing operations for the first quarter of fiscal 2016 was $21.2 million, compared to net income of $11.6 million in the first quarter of fiscal 2015, as a result of the factors described above. Diluted net income per share from continuing operations was $0.20 in the first quarter of fiscal 2016, as compared to $0.11 in the first quarter of fiscal 2015.

Non-GAAP Financial Measures

Core sales

Core sales excludes the impact of acquisitions, divestitures and foreign currency translation. Management believes that core sales facilitates easier comparisons of our net sales performance with prior and future periods and to our peers. We exclude the effect of acquisitions because the nature, size and number of acquisitions can vary dramatically from period to period and between us and our peers, and can also obscure underlying business trends and make comparisons of long-term performance difficult. We exclude the effect of foreign currency translation from this measure because the volatility of currency translation is not under management's control.

EBITDA

EBITDA represents earnings before interest, taxes, depreciation and amortization. EBITDA is presented because it is an important supplemental measure of performance and it is frequently used by analysts, investors and other interested parties in the evaluation of companies in our industry. EBITDA is also presented and compared by analysts and investors in evaluating our ability to meet debt service obligations. Other companies in our industry may calculate EBITDA differently. EBITDA is not a measurement of financial performance under U.S. GAAP and should not be considered as an alternative to cash flow from operating activities or as a measure of liquidity or an alternative to net income as indicators of operating performance or any other measures of performance derived in accordance with U.S. GAAP. Because EBITDA is calculated before recurring cash charges, including interest expense and taxes, and is not adjusted for capital expenditures or other recurring cash requirements of the business, it should not be considered as a measure of discretionary cash available to invest in the growth of the business.

Adjusted EBITDA

Adjusted EBITDA (as described below in "Covenant Compliance") is an important measure because, under our credit agreement, our ability to incur certain types of acquisition debt and certain types of subordinated debt, make certain types of acquisitions or asset exchanges, operate our business and make dividends or other distributions, all of which will impact our financial performance, is impacted by our Adjusted EBITDA, as our lenders measure our performance with a net first lien leverage ratio by comparing our senior secured bank indebtedness to our Adjusted EBITDA (see "Covenant Compliance" for additional discussion of this ratio, including a reconciliation to our net income). We reported Adjusted EBITDA in the three months ended June 30, 2015 of $85.2 million and net income for the same period of $21.2 million.

Covenant Compliance

Our credit agreement, which governs our senior secured credit facilities, contains, among other provisions, restrictive covenants regarding indebtedness, payments and distributions, mergers and acquisitions, asset sales, affiliate transactions, capital expenditures and the maintenance of certain financial ratios. Payment of borrowings under the credit agreement may be accelerated if there is an event of default. Events of default include the failure to pay principal and interest when due, a material breach of a representation or warranty, certain non-payments or defaults under other indebtedness, covenant defaults, events of bankruptcy and a change of control. Certain covenants contained in the credit agreement restrict our ability to take certain actions, such as incurring additional debt or making acquisitions, if we are unable to meet certain maximum net first lien leverage ratios and, with respect to our revolving facility, also require us to remain at or below a maximum net first lien leverage ratio of 7.75 to 1.0 as of the end of each fiscal quarter (4.0 to 1.0 at June 30, 2015). Failure to comply with this covenant could limit our long-term growth prospects by hindering our ability to obtain future debt or make acquisitions.

"Adjusted EBITDA" is the term we use to describe EBITDA as defined and adjusted in our credit agreement, which is net income, adjusted for the items summarized in the table below. Adjusted EBITDA is intended to show our unleveraged, pre-tax operating results and therefore reflects our financial performance based on operational factors, excluding non-operational, non-cash or non-recurring losses or gains. Adjusted EBITDA is not a presentation made in accordance with GAAP, and our use of the term Adjusted EBITDA varies from others in our industry. This measure should not be considered as an alternative to net income, income from operations or any other performance measures derived in accordance with GAAP. Adjusted EBITDA has important limitations as an analytical tool, and you should not consider it in isolation, or as a substitute for analysis of our results as reported under GAAP. For example, Adjusted EBITDA does not reflect: (a) our capital expenditures, future requirements for capital expenditures or contractual commitments; (b) changes in, or cash requirements for, our working capital needs; (c) the significant interest expenses, or the cash requirements necessary to service interest or principal payments, on our debt; (d) tax payments that represent a reduction in cash available to us; (e) any cash requirements for the assets being depreciated and amortized that may have to be replaced in the future; or (f) the impact of earnings or charges resulting from matters that we and the lenders under our credit agreement may not consider indicative of our ongoing operations. In particular, our definition of Adjusted EBITDA allows us to add back certain non-cash, non-operating or non-recurring charges that are deducted in calculating net income, even though these are expenses that may recur, vary greatly and are difficult to predict and can represent the effect of long-term strategies as opposed to short-term results.

In addition, certain of these expenses can represent the reduction of cash that could be used for other corporate purposes. Further, although not included in the calculation of Adjusted EBITDA below, the measure may at times allow us to add estimated cost savings and operating synergies related to operational changes ranging from acquisitions or dispositions to restructurings, and/or exclude one-time transition expenditures that we anticipate we will need to incur to realize cost savings before such savings have occurred.

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The calculation of Adjusted EBITDA under our credit agreement as of June 30, 2015 is presented in the table below. However, the results of such calculation could differ in the future based on the different types of adjustments that may be included in such respective calculations at the time.

Set forth below is a reconciliation of net income to Adjusted EBITDA for the periods indicated below.

(in millions)	Three months ended June 30, 2014	Year ended March 31, 2015	Three months ended June 30, 2015	Twelve months ended June 30, 2015
Net income	$ 12.0	$ 83.8	$ 21.2	$ 93.0
Interest expense, net	22.5	87.9	21.6	87.0
Income tax provision	21.5	16.8	10.0	5.3
Depreciation and amortization	28.2	112.2	28.2	112.2
EBITDA	**$ 84.2**	**$ 300.7**	**$ 81.0**	**$ 297.5**
Adjustments to EBITDA:				
(Income) loss from discontinued operations, net of tax (1)	(0.4)	8.0	—	8.4
Restructuring and other similar charges (2)	3.4	12.9	1.9	11.4
Stock-based compensation expense	1.6	6.4	1.9	6.7
LIFO expense (income) (3)	0.2	(1.7)	—	(1.9)
Impact of inventory fair value adjustment	1.4	3.2	—	1.8
Actuarial loss on pension and postretirement benefit obligations	—	59.4	—	59.4
Other expense, net (4)	1.3	7.2	0.4	6.3
Subtotal of adjustments to EBITDA	7.5	$ 95.4	4.2	$ 92.1
Adjusted EBITDA	**$ 91.7**	**$ 396.1**	**$ 85.2**	**$ 389.6**
Pro forma adjustment for acquisitions (5)				$ 7.3
Pro forma Adjusted EBITDA				**$ 396.9**
Senior secured bank indebtedness (6)				$ 1,588.1
Net first lien leverage ratio (7)				**4.0x**

(1) Represents the loss on discontinued operations related to our former Mill Products business utilized for crushing machinery applications in the mining sector. See Item 1, Note 3 Discontinued Operations for more information.

(2) Represents restructuring costs comprised of workforce reduction, lease termination, and other facility rationalization costs. See Item 1, Note 4 Restructuring and Other Similar Costs for more information.

(3) Last-in first-out (LIFO) inventory adjustments are excluded in calculating Adjusted EBITDA as defined in our credit agreement.

(4) Other expense, net for the periods indicated, consists of:

(in millions)	Three months ended June 30, 2014	Year ended March 31, 2015	Three months ended June 30, 2015	Twelve months ended June 30, 2015
(Gain) loss on sale of property, plant and equipment	$ —	$ 1.4	$ (0.1)	$ 1.3
Loss on foreign currency transactions	0.5	1.5	0.2	1.2
Other expense	0.8	4.3	0.3	3.8
Total	$ 1.3	$ 7.2	$ 0.4	$ 6.3

(5) Represents a pro forma adjustment to include the Adjusted EBITDA related to the acquisitions of Euroflex and Tollok as permitted by our credit agreement. The pro forma adjustment includes the period from July 1, 2014 through the date of each acquisition. See Item 1, Note 2 Acquisitions for more information.

(6) Our credit agreement defines our senior secured bank indebtedness (or other consolidated debt secured on a pari passu basis) as consolidated first lien indebtedness for borrowed money (other than letter of credit or bank guarantees), less unrestricted cash, which was $304.0 million (as defined by the credit agreement) at June 30, 2015. Senior secured indebtedness reflected in the table consists of borrowings under our credit agreement.

(7) Our credit agreement defines the net first lien leverage ratio as the ratio of senior secured indebtedness (as described above) to Adjusted EBITDA for the trailing four fiscal quarters.

Liquidity and Capital Resources

Our primary sources of liquidity are available cash and cash equivalents, cash flow from operations and borrowing availability under our $265.0 million revolving credit facility and availability of $100.0 million under our accounts receivable securitization program.

As of June 30, 2015, we had $329.7 million of cash and cash equivalents and $342.6 million of additional borrowing capacity ($242.6 million of available borrowings under our revolving credit facility and $100.0 million available under our accounts receivable securitization program). As of June 30, 2015, the available borrowings under our credit facility have been reduced by $22.4 million due to outstanding letters of credit. As of March 31, 2015, we had $370.3 million of cash and cash equivalents and approximately $341.0 million of additional borrowing capacity ($241.0 million of available borrowings under our revolving credit facility and $100.0 million available under our accounts receivable securitization program). Both our revolving credit facility and accounts receivable securitization program are available to fund our working capital requirements, capital expenditures and for other general corporate purposes.

Cash Flows

Net cash provided by operating activities was $7.9 million and $6.4 million in the first three months of fiscal 2016 and 2015, respectively. Operating cash flows in the current quarter were in-line with the prior year comparable period due to consistent levels of revenue and earnings between periods.

Cash used for investing activities was $6.1 million in the first three months of fiscal 2016 compared to $36.4 million in the first three months of fiscal 2015. We invested $7.7 million in capital expenditures in the first three months of fiscal 2016 compared to $8.7 million in the first three months of fiscal 2015. The first three months of fiscal 2016 investing activities also include the receipt of $1.1 million in cash associated with finalizing working capital related to the Euroflex acquisition while the first three months of fiscal 2015 include $27.7 million of net cash used to acquire Green Turtle.

Cash used for financing activities was $44.6 million in the first three months of fiscal 2016 compared to cash provided by financing activities of $1.6 million in the first three months of fiscal 2015. The cash used for financing activities in the first three months of fiscal 2016 consisted of a $4.9 million principal payment on our term loans and $0.7 million of other net debt payments. In addition, the first three months of fiscal 2016 includes $40.0 million of cash used to repurchase outstanding shares of our common stock under our board authorized stock repurchase program (see Item 1 Note 7 Stockholders' Equity for additional details) offset by $1.0 million related to the excess tax benefit on stock option exercises. The cash provided by financing activities in the first three months of fiscal 2015 consisted of a $4.9 million principal payment on our term loan, which was more than offset by other net debt receipts of $4.5 million, $1.6 million related to the excess tax benefit on stock option exercises and $0.4 million of proceeds on stock option exercises.

Indebtedness

As of June 30, 2015 we had $1,935.6 million of total indebtedness outstanding as follows (in millions):

	Total Debt at June 30, 2015	Short-term Debt and Current Maturities of Long-Term Debt	Long-term Portion
Term loan (1)	1,892.1	$ 19.5	$ 1,872.6
8.875% senior notes due 2016	1.3	—	$ 1.3
New Market Tax Credit (2)	36.7	—	$ 36.7
Other (3)	5.5	4.1	$ 1.4
Total	1,935.6	$ 23.6	$ 1,912.0

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(1) Includes an unamortized original issue discount and debt issuance costs of $23.8 million at June 30, 2015.

(2) Includes unamortized debt issuance costs of $0.6 million at June 30, 2015. In connection with the New Market Tax Credit incentive program, the Company also provided an aggregate $27.6 million in the form of a loan receivable. The aggregate loan receivable is presented within Other Assets on the condensed consolidated balance sheet.

(3) Includes additional debt at various wholly-owned subsidiaries, comprised primarily of borrowings at foreign subsidiaries, capital lease obligations and unamortized debt issuance costs of $0.2 million at June 30, 2015.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risk during the normal course of business from changes in foreign currency exchange rates and interest rates. The exposure to these risks is managed through a combination of normal operating and financing activities and derivative financial instruments in the form of foreign currency forward contracts, interest rate swaps and interest rate caps to cover certain known foreign currency transactional risks, as well as identified risks due to interest rate fluctuations.

Foreign Currency Exchange Rate Risk

Our exposure to foreign currency exchange rates relates primarily to our foreign operations. For our foreign operations, exchange rates impact the U.S. Dollar ("USD") value of our reported earnings, our investments in the subsidiaries and the intercompany transactions with the subsidiaries. See “Risk Factors-Our international operations are subject to uncertainties, which could adversely affect our business, financial condition, results of operations or cash flows”, in our Annual Report on Form
10-K for the fiscal year ended March 31, 2015.

Approximately 32% of our sales originated outside of the United States in the first quarter of fiscal 2016. As a result, fluctuations in the value of foreign currencies against the USD, particularly the Euro, may have a material impact on our reported results. Revenues and expenses denominated in foreign currencies are translated into USD at the end of the fiscal period using the average exchange rates in effect during the period. Consequently, as the value of the USD changes relative to the currencies of our major markets, our reported results vary.

Fluctuations in currency exchange rates also impact the USD amount of our stockholders' equity. The assets and liabilities of our non-U.S. subsidiaries are translated into USD at the exchange rates in effect at the end of the fiscal periods. As of June 30, 2015, stockholders' equity decreased by $4.4 million from March 31, 2015 as a result of foreign currency translation adjustments. If the USD had strengthened by 10% as of June 30, 2015, the result would have decreased stockholders' equity by approximately $52.5 million.

As we continue to expand our business globally, our success will depend, in large part, on our ability to anticipate and effectively manage these and other risks associated with our international operations. However, any of these factors could adversely affect our international operations and, consequently, our operating results.

At June 30, 2015, the Company had entered into certain foreign currency forward contracts. These foreign currency forward contracts were not accounted for as effective cash flow hedges in accordance with ASC 815, *Derivatives and Hedging* (“ASC 815”) and as such were marked to market through earnings. We believe that a hypothetical 10% adverse change in the foreign currency exchange rates would have resulted in a $1.0 million increase in the fair value of foreign exchange forward contracts as of June 30, 2015.

Interest Rate Risk

We utilize a combination of short-term and long-term debt to finance our operations and are exposed to interest rate risk on these debt obligations.

A substantial portion of our indebtedness, including indebtedness under the senior secured credit facilities bears interest at rates that fluctuate with changes in certain short-term prevailing interest rates. As of June 30, 2015, our outstanding borrowings under the term loan facility were $1,892.1 million (net of $23.8 million unamortized original issue discount and debt issuance costs) and bore an effective average interest rate of 4.00%, determined as the LIBO rate (subject to a 1% floor) plus 3.00%.

In fiscal 2014, we entered into three forward-starting interest rate swaps to hedge the variability in future cash flows associated with a portion of the variable-rate term loans. The forward-starting interest rate swaps convert $650.0 million of the variable-rate term loans to a weighted average fixed interest rate of 2.55% plus the applicable margin (and inclusive of a 1% LIBOR floor). Those interest rate swaps become effective beginning on September 28, 2015 with a maturity of September 27, 2018. In fiscal 2015, we entered into two interest rate caps in order to mitigate exposure to increasing interest rates on variable-rate interest loans. The interest rate caps were effective beginning as of October 24, 2014, with a maturity of October 24, 2018, and cap the interest on $750.0 million of our variable-rate interest loans at 3%, plus the applicable margin. The existing interest rate swaps and interest rate caps together have effectively hedged approximately 74% of our outstanding variable rate term loans with a weighted average interest rate that cannot exceed 2.79% plus the applicable margin of 3%.

Our net income would be affected by changes in market interest rates on our variable-rate obligations (which comprises approximately 98% of our total indebtedness). As discussed above, our term loan facilities are subject to a 1% LIBOR floor. Therefore, a 100 basis point increase in the June 30, 2015 market interest rate would increase interest expense under our term loan facility by approximately $3.6 million on an annual basis. An additional 100 basis point increase in the LIBOR rate would add approximately $23 million of annual interest expense under our term loan facility.

ITEM 4. CONTROLS AND PROCEDURES

We maintain a set of disclosure controls and procedures that are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms.

We carried out an evaluation, under the supervision and with the participation of management, including the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Rules 13a-15(f) and 15d-15(f) of the Exchange Act. Based on that evaluation as of June 30, 2015, the Chief Executive Officer and Chief Financial Officer concluded that, as of such date, the Company's disclosure controls and procedures are adequate and effective in recording, processing, summarizing and reporting, on a timely basis, information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act and that such information is accumulated and communicated to the Company's management, including the Chief Executive Officer and Chief Financial Officer, in a manner allowing timely decisions regarding required disclosure. As such, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of the period covered by this report.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of the changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

There have been no changes in our internal control over financial reporting that occurred during our last fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

See the information under the heading "Commitments and Contingencies" in Note 15 to the condensed consolidated financial statements contained in Part I, Item 1 of this report, which is incorporated in this Part II, Item 1 by reference.

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

In February 2015, the Company's Board of Directors approved a stock repurchase program (the "Repurchase Program") authorizing the repurchase of up to $200.0 million of the Company's common stock from time to time on the open market or in privately negotiated transactions. The Repurchase Program does not require the Company to acquire any particular amount of common stock and does not specify the timing of purchases or the prices to be paid; however, the program will continue until the maximum amount of dollars authorized have been expended or until it is modified or terminated by the Board. During the first quarter of fiscal 2016, the Company repurchased 1,552,500 shares of common stock at a total cost of $40.0 million at an average price of $25.76. The shares repurchased were canceled by the Company upon receipt. A total of approximately $160.0 million remained of the existing repurchase authority at June 30, 2015.

ISSUER PURCHASES OF EQUITY SECURITIES

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Amount that may yet be Purchased Under the Plans or Programs
April 1 - April 30, 2015	—	$ —	—	$ 200,000,000
May 1 - May 31, 2015	591,000	$ 25.85	591,000	$ 184,722,650
June 1 - June 30, 2015	961,500	$ 25.71	961,500	$ 160,002,485

ITEM 6. EXHIBITS

See Exhibit Index following the Signature page, which is incorporated in this Item by reference.

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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, Rexnord Corporation has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

			REXNORD CORPORATION
Date:	August 4, 2015	By:	/s/ MARK W. PETERSON
		Name:	**Mark W. Peterson**
		Title:	**Senior Vice President and Chief Financial Officer**

EXHIBIT INDEX

Exhibit No.	Description	Included Herewith
10.1	Schedule of compensation for outside members of the board of directors *	X
10.2	Form of Non-Qualified Stock Option and Performance Stock Unit Agreement pursuant to the Rexnord Corporation 2012 Performance Incentive Plan **	X
10.3	Form of Restricted Stock Unit Agreement for Directors pursuant to the Rexnord Corporation 2012 Performance Incentive Plan **	X
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 and Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended.	X
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 and Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended.	X
32.1	Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350	X
101.INS	XBRL Instance Document	X
101.SCH	XBRL Taxonomy Extension Schema Document	X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document	X
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document	X
101.LAB	XBRL Taxonomy Extension Label Linkbase Document	X
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document	X

* Reflects non-material changes that were finalized in May 2015.

** Form of award consistent with the Rexnord Corporation 2012 Performance Incentive Plan.

Exhibit 10.1

REXNORD

Compensation for Outside Members of the Board of Directors

Compensation Element	Description
Initial Term	Directors will serve an initial three-year term.
Cash Compensation (1)	Directors will receive annual cash compensation of $60,000, inclusive of Board and committee meeting attendance fees. The Audit Committee and Compensation Committee Chair roles will receive an additional retainer of $10,000 for Audit and $6,000 for Compensation.
Equity Grant (1)	Directors will receive an annual equity grant with a value of $90,000. The equity grant will time vest annually over three years (i.e. 1/3, 1/3, 1/3).
Investment	Directors will hold a minimum of $250,000 in Rexnord stock within five years of appointment (including vested options).
Expenses	Rexnord will reimburse Directors for all reasonable out-of-pocket expenses related to their duties as a Director.
D&O Insurance	Rexnord will maintain D&O insurance of at least $50 million annually.
Indemnification	Rexnord will indemnify Directors to the fullest extent allowed by law.

(1) The cash compensation and equity grant will be prorated for partial year service (e.g., directors who join mid-fiscal year). Cash compensation is paid quarterly in arrears.

As of May 2015

Exhibit 10.2

NON-QUALIFIED STOCK OPTION AND
PERFORMANCE STOCK UNIT AGREEMENT
OF
REXNORD CORPORATION

THIS AGREEMENT (this "Agreement"), dated as of ____________________ is made by and between Rexnord Corporation, a Delaware corporation (the "Corporation"), and ______________, an employee of the Corporation or one of its Subsidiaries (the "Grantee").

WHEREAS, the Corporation wishes to afford the Grantee the opportunity to purchase and receive shares of its common stock ("Common Stock");

WHEREAS, the Corporation wishes to carry out the purpose of the Rexnord Corporation 2012 Performance Incentive Plan (as may be amended from time to time, the "Plan"), the terms of which are hereby incorporated by reference and made a part of this Agreement; and

WHEREAS, the Administrator, as defined in the Plan, (i) has determined that it would be to the advantage and in the best interests of the Corporation and its stockholders to grant the Non-Qualified Stock Option (the "Option") and performance stock units (the "Performance Stock Units") provided for herein to the Grantee as an inducement for the Grantee to enter into or remain in the employ of the Corporation or one of its Subsidiaries and as an incentive for increased efforts by the Grantee during such employment, and (ii) has instructed the officers of the Corporation to issue said Option and Performance Stock Units.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I
GRANT OF OPTION

Section 1.1 Grant of Option

In consideration of the Grantee's agreement to enter into or remain in the employ of the Corporation or one of its Subsidiaries and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on the date hereof the Corporation irrevocably grants to the Grantee the Option to purchase any part or all of an aggregate of ________ shares of Common Stock upon the terms and conditions set forth in the Plan and this Agreement.

Section 1.2 Option Price

The purchase price of the shares of Common Stock covered by the Option shall be $_________ per share (without commission or other charge).

Section 1.3 Option Subject to Plan

The Option granted hereunder is subject to the terms and provisions of the Plan, including without limitation, Sections 7.4 and 8.9 of the Plan. Capitalized terms used in this Agreement and not defined herein shall have the meaning given to such terms in the Plan.

ARTICLE II
EXERCISABILITY OF OPTION

Section 2.1 Commencement of Option Exercisability

(a) This Option shall become exercisable in accordance with the schedule established by the Administrator at the time of grant and set forth below:

- ________________;
- ________________;
- ________________.

(b) No portion of the Option which is unvested at the Grantee's termination of employment shall thereafter become vested.

Section 2.2 Duration of Option Exercisability

Any portion of the Option which becomes vested pursuant to Section 2.1 shall remain vested and may be exercised until the Option expires pursuant to Section 2.3.

Section 2.3 Expiration of Option

The Option may not be exercised to any extent by any person after the first to occur of any of the following events:

(a) The expiration of ten years from the date the Option was granted;

(b) If the Grantee's termination of employment is for any reason other than (i) by the Corporation or any Subsidiary of the Corporation for Cause, or (ii) on account of the Grantee's death or disability (as defined in Section 22(e)(3) of the Code), the ninetieth (90th) day following the date of the Grantee's termination of employment;

(c) The date of the Grantee's termination of employment by the Corporation or any Subsidiary of the Corporation for Cause; or

(d) If the Grantee's termination of employment is on account of the Grantee's death or disability (within the meaning of Section 22(e)(3) of the Code), the expiration of 12 months from the date of the Grantee's termination of employment.

Section 2.4 Definition of Cause

For purposes of this Agreement, "Cause" shall have the meaning ascribed to it in any employment agreement in effect between the Corporation or any of its Subsidiaries and the Grantee as of the date of the Grantee's termination of employment and, in the absence of any such employment agreement, "Cause" shall mean,

(a) the Board's determination that the Grantee failed to carry out, or comply with, in each case in any material respect, any lawful and reasonable directive of the Board or its designee consistent with the terms of the Grantee's employment, which is not remedied within 30 days after the receipt of written notice from the Corporation specifying such failure;

(b) the Grantee's conviction, plea of no contest, plea of *nolo contendere*, or imposition of unadjudicated probation for any felony;

(c) the Grantee's unlawful use (including being under the influence) or possession of illegal drugs;

(d) the Grantee's commission of an act of fraud, embezzlement, misappropriation, willful misconduct, or breach of fiduciary duty against the Corporation or any of its Subsidiaries; or

(e) the breach by the Grantee of any of the provisions contained in Article IV below or similar provisions contained in any other agreement with the Corporation or any of its Subsidiaries or other affiliates.

Section 2.5 Partial Exercise of Option

Any vested portion of the Option or the entire Option, if then wholly vested, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof expires; *provided*, *however*, that each partial exercise shall be for not less than 100 shares of Common Stock and shall be for whole shares of Common Stock only.

Section 2.6 Exercise of Option

This Option shall be exercised by Grantee delivering a written notice to the Corporation specifying the number of shares the Grantee desires to purchase, and by paying the Corporation the option price for the shares being acquired at the time. The option purchase price may be paid by means of any lawful consideration as determined by the Administrator and permitted by Section 5.5 of the Plan.

ARTICLE III
GRANT, EARNING AND VESTING OF PERFORMANCE STOCK UNITS AND ISSUANCE OF SHARES

Section 3.1 Grant of Performance Stock Units

(a) In consideration of the Grantee's agreement to enter into or remain in the employ of the Corporation or one of its Subsidiaries and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on the date hereof the Corporation irrevocably grants to the Grantee the number of Performance Stock Units (at target) as set forth in Section 3.1(b) and 3.1(c) hereof. The Performance Stock Units granted under this Agreement are units that will be reflected in a book account maintained by the Corporation until they become earned and vested or have been forfeited.

(b) The number of Performance Stock Units (at target) that will be earned and vested based on __________________________ is ________, as more fully described in Appendix A.

(c) The number of Performance Stock Units (at target) that will be earned and vested based on __________________________ is ________, as more fully described in Appendix A.

(d) The Performance Period for the Performance Stock Units will be the _______-year period beginning ________________ and ending ________________ (the "Performance Period").

Section 3.2 Satisfaction of Performance-Based Conditions and Vesting

(a) Subject to Section 3.2(b) and the satisfaction of the performance conditions set forth in Appendix A to this Agreement during the Performance Period, the Performance Stock Units will be earned and shall become vested on the last day of the Performance Period.

(b) All unearned Performance Stock Units will be forfeited upon the Grantee's termination of employment during the Performance Period for any reason.

(c) The Grantee will not have any right to vote the Performance Stock Units and will not be deemed a stockholder of the Corporation with respect to any of the Performance Stock Units.

Section 3.3 Issuance of Shares

Earned Performance Stock Units will be paid in shares of Common Stock as soon as administratively practicable following the close of the Performance Period and certification of the satisfaction of the performance conditions, but in no event later than the fifteenth (15th) day of the third month following the end of the Corporation's fiscal year in which the Performance Units are earned and vest.

Section 3.4 Performance Stock Units Subject to Plan

The Performance Stock Units granted hereunder are subject to the terms and provisions of the Plan, including without limitation, Sections 7.4 and 8.9 of the Plan. Capitalized terms used in this Agreement and not defined herein shall have the meaning given to such terms in the Plan.

Section 3.5 Corporate Transactions – Acceleration of Performance Stock Units

Upon the occurrence of any of the transactions stated in Section 7.2 of the Plan, the Performance Stock Units granted hereunder will be subject to accelerated vesting as set forth in Section 7.2 of the Plan and will be deemed earned at the "target" performance level set forth in Appendix A to this Agreement (i.e., 100% payout). In such case, the vested Performance Stock Units will be settled as soon as administratively practicable, but in no event later than the fifteenth (15th) day of the third month following the end of the Corporation's fiscal year in which the Performance Units vest.

ARTICLE IV
RESTRICTIVE COVENANTS

Section 4.1 Reasonableness of Restrictions

Grantee acknowledges that Grantee has had and will continue to have access to Confidential Information (as defined below), that such Confidential Information is of economic value to the Corporation and its Subsidiaries, that such Confidential Information would be of value to a competitor of the Corporation and/or one of its Subsidiaries in competing against the Corporation and/or one of its Subsidiaries, and that it would be unfair for Grantee to exploit such Confidential Information for Grantee's personal benefit or for the benefit of a competitor. Grantee further acknowledges that Grantee has had and/or will have an opportunity to learn about, and develop relationships with, customers of the Corporation and/or its Subsidiaries and that the Corporation and its Subsidiaries have a legitimate interest in protecting relationships with such customers, and that it would be unfair for Grantee to exploit information Grantee has learned about such customers and relationships which Grantee has developed with such customers for Grantee's personal benefit or for the benefit of a competitor. Grantee further acknowledges that the Corporation and its Subsidiaries currently market and sell products and services to customers throughout the United States and that Grantee's job duties have included and/or will include contact with products that are marketed throughout the entire United States and that the Confidential Information to which Grantee has had and/or and will have access to, and the Grantee's customer knowledge and contacts and relationships, would be of value to a competitor in competing against the Corporation and/or one of its Subsidiaries anywhere in the United States. Accordingly, Grantee acknowledges that the protections provided to the Corporation and its Subsidiaries in this Article IV are reasonable and necessary to protect the legitimate interests of the Corporation and its Subsidiaries and that abiding by Grantee's obligations under this Article IV will not impose an undue hardship on Grantee.

Section 4.2   Restricted Services Obligation

For a period of two years following the end, for whatever reason, of the Grantee's employment with the Corporation or any of its Subsidiaries, the Grantee agrees not to directly or indirectly provide Restricted Services to any Competitor respecting its operations in the United States. For purposes of this Section, (i) "Restricted Services" means services of any kind or character comparable to those the Grantee provided to the Corporation or any of its Subsidiaries during the one year period preceding the end of the Grantee's employment with the Corporation or any of its Subsidiaries, and (ii) "Competitor" means any business located in the United States which is engaged in the development and/or sale of any product line that is substantially similar to a product line sold by the Corporation or any of its United States Subsidiaries for which the Grantee had direct managerial responsibility during the last year of the term of the Grantee's employment with the Corporation or any of its United States Subsidiaries.

Section 4.3   Customer Non-Solicitation

For a period of two years following the end, for whatever reason, of the Grantee's employment with the Corporation or any of its Subsidiaries, the Grantee agrees not to directly or indirectly attempt to sell or otherwise provide to any Restricted Customer any goods, products or services of the type or substantially similar to the type sold or otherwise provided by the Corporation or any of its Subsidiaries for which the Grantee was employed during the twelve months prior to termination of Grantee's employment. For purposes of this Section 4.3, "Restricted Customer" means any individual or entity (i) for whom/which the Corporation or any of its Subsidiaries provided goods, products or services, and (ii) with whom/which the Grantee was the primary contact on behalf of the Corporation during Grantee's last twelve months of employment or about whom/which the Grantee acquired non-public information during Grantee's last twelve months of employment that would be of benefit to Grantee in selling or attempting to sell such goods, products or services in competition with the Corporation or any of its Subsidiaries.

Section 4.4   Non-Solicitation of Employees

During the term of the Grantee's employment with the Corporation or any of its Subsidiaries and for a period of one year thereafter, the Grantee shall not directly or indirectly encourage any employee of the Corporation or any of its United States Subsidiaries with whom the Grantee has worked to terminate his or her employment with the Corporation or any such Subsidiary or solicit such an individual for employment outside the Corporation or any of its Subsidiaries in a manner which would end or diminish that employee's services to the Corporation or any of its Subsidiaries.

Section 4.5 Non-Disparagement

During the term of the Grantee's employment with the Corporation or any of its Subsidiaries and thereafter in perpetuity, the Grantee shall not knowingly disparage, criticize, or otherwise make derogatory statements regarding the Corporation or any of its affiliates, Subsidiaries, successors, directors, officers, customers or suppliers. During the term of the Grantee's employment with the Corporation or any of its Subsidiaries and thereafter in perpetuity, none of the Corporation, Rexnord LLC, nor any of their respective officers shall knowingly disparage, criticize, or otherwise make derogatory statements regarding the Grantee. The restrictions of this Section 4.5 shall not apply to any statements that are made truthfully in response to a subpoena or other compulsory legal process.

Section 4.6 Non-Disclosure of Confidential Information

The Grantee shall maintain in confidence and shall not directly, indirectly or otherwise, use, disseminate, disclose or publish, or use for the Grantee's benefit or the benefit of any Person, or deliver to any Person any document, record, notebook, computer program or similar repository of or containing, any confidential or proprietary information or trade secrets of or relating to the Corporation or any of its Subsidiaries, including, without limitation, information with respect to the Corporation's or any of its Subsidiary's operations, processes, products, inventions, business practices, finances, principals, vendors, suppliers, customers, potential customers, marketing methods, costs, prices, contractual relationships, regulatory status, compensation paid to employees or other terms of employment (the "Confidential Information"). Confidential Information shall be defined to exclude information which is or becomes public knowledge through no fault of Grantee, or which was known to Grantee before the start of Grantee's earliest relationship with the Corporation or any of its Subsidiaries, or which is otherwise not subject to protection under applicable law. The Grantee's obligations under this Section 4.6 shall apply for so long as Grantee continues in the employment of the Corporation or any of its Subsidiaries. In addition, those obligations shall continue after Grantee's employment terminates with respect to each piece of Confidential Information for so long as that piece of Confidential Information continues to have economic value to the Corporation or any of its Subsidiaries and, accordingly, could be used by a competitor of the Corporation or one of its Subsidiaries to compete unfairly against the Corporation or one of its Subsidiaries.

Section 4.7 Return of Corporation Property

All correspondence, drawings, manuals, letters, notes, notebooks, reports, programs, plans, proposals, financial documents, or any other documents concerning the Corporation's or any of its Subsidiary's customers, business plans, marketing strategies, products or processes, whether confidential or not, is the property of the Corporation (the "Corporation Property"). Accordingly, upon Grantee's Termination of Employment for any reason, the Grantee shall promptly deliver to the Corporation all such Corporation Property, including any and all copies of any such Corporation Property, and shall not make any notes of or relating to any information contained in any such Corporation Property. The Grantee may respond to a lawful and valid subpoena or other legal process but shall give the Corporation the earliest possible notice thereof, shall, as much in advance of the return date as possible, make available to the Corporation and its counsel the documents and other information sought and shall assist such counsel in resisting or otherwise responding to such process.

Section 4.8 Injunctive Relief

The Grantee hereby acknowledges that a breach of the covenants contained in this Article IV will cause irreparable damage to the Corporation and its goodwill, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, the Grantee hereby agrees that, in the event of an actual or threatened breach of any of the covenants contained in this Article IV, in addition to any other remedy which may be available at law or in equity, the Corporation shall be entitled to specific performance and injunctive relief. The Corporation hereby acknowledges that a breach of the Corporation's covenant contained in Section 4.5 will cause irreparable damage to the Grantee, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, the Corporation hereby agrees that, in the event of an actual or threatened breach of the Corporation's covenant contained in Section 4.5, in addition to any other remedy which may be available at law or in equity, the Grantee shall be entitled to specific performance and injunctive relief.

ARTICLE V
OTHER PROVISIONS

Section 5.1 Not a Contract of Employment

Nothing in this Agreement or in the Plan shall (i) confer upon the Grantee any right to continue in the employ of the Corporation or any of its Subsidiaries, or (ii) interfere with or restrict in any way the rights of the Corporation or its Subsidiaries, which are hereby expressly reserved, to discharge the Grantee at any time for any reason whatsoever, with or without Cause, except pursuant to an employment agreement, if any, executed by and between the Corporation or any of its Subsidiaries, on the one hand, and the Grantee, on the other hand, and approved by the Board.

Section 5.2 Construction; Choice of Law

This Agreement shall be administered, interpreted and enforced under the laws of the state of Delaware, without regard to conflicts of laws provisions that would give effect to the laws of another jurisdiction.

Section 5.3 Conformity to Securities Laws

The Grantee acknowledges that the Plan is intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any and all regulations and rules promulgated thereunder by the Securities and Exchange Commission, including without limitation, Rule 16b-3. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Option and Performance Stock Units are granted and the Option may be exercised, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

Section 5.4 Entire Agreement

The parties hereto acknowledge that this Agreement and the Plan set forth the entire agreement and understanding of the parties and supersede all prior written or oral agreements or understandings with respect to the subject matter hereof, except that any provisions therein regarding confidentiality or non-competition remain in full force and effect in favor of the Corporation and its Subsidiaries as if the agreements containing such provisions were not so superseded. The obligations imposed by this Agreement are severable and should be construed independently of each other. The invalidity of one provision shall not affect the validity of any other provision. If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, or as applied to any circumstances, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed, to the extent allowed by the laws of such jurisdiction, to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed exercised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

Section 5.5 Amendment

The Administrator at any time, and from time to time, may amend the terms of this Agreement, *provided, however*, that the rights of the Grantee shall not be adversely impaired without the Grantee's written consent. The Corporation shall provide the Grantee with notice and a copy of any amendment made to this Agreement

Section 5.6 Disputes (Forum; Personal Jurisdiction; Waiver of Jury Trial)

Any dispute or controversy arising under, out of, or in connection with or in relation to this Agreement or the Plan shall be brought exclusively in the state, federal, or other courts of the state of Delaware, and the parties hereby consent and submit to the personal jurisdiction of those courts. In the event of dispute or litigation, each party shall pay its own attorney's fees and expenses, except that, should Grantee file suit in a forum other than the state, federal, or other courts of the state of Delaware, Corporation shall be entitled to recover from Grantee its attorney fees and expenses associated with seeking the dismissal or transfer of Grantee's suit. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY, IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING UNDER, OUT OF, IN CONNECTION WITH, OR IN RELATION TO THE PLAN OR THIS AGREEMENT.

Section 5.7 Notices

All notices, requests, consents and other communications hereunder to any party hereto shall be deemed to be sufficient if contained in a written instrument and shall be deemed to have been duly given when delivered in person, by telecopy, by nationally-recognized overnight courier, or by first class registered or certified mail, postage prepaid, addressed to such party at the address set forth below or such other address as may hereafter be designated in writing by the addressee to the addressor:

(i) if to the Corporation, to:

Rexnord Corporation
247 Freshwater Way, Suite 300
Milwaukee, WI 53204
Attention: General Counsel

(ii) if to the Grantee, to the Grantee's home address on file with the Corporation.

Section 5.8 Government and Other Regulations

The obligation to sell and deliver shares of stock under the Plan shall be subject to all applicable laws, rules and regulations and the obtaining of all such approvals by governmental agencies as may be deemed necessary or desirable by the Corporation, including (without limitation) the satisfaction of all applicable federal, state and local tax withholding requirements. The Corporation shall have the power and the right to deduct or withhold, or require Grantee to remit to the Corporation, an amount sufficient to satisfy federal, state, and local taxes (including the Grantee's FICA obligation) required by law to be withheld with respect to any taxable event arising or as a result of this Option or these Performance Stock Units.

Section 5.9 Counterparts

This Agreement may be executed in several counterparts, including via facsimile transmission, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto as of the day, month and year first set forth above.

THE CORPORATION:

Rexnord Corporation

By: ____________
Print Name: __________
Title: ____________

THE GRANTEE:

Signature: __________
Print Name: __________

Grantee's Address:

____

____

Grantee's Taxpayer Identification Number:

____

APPENDIX A

[PERFORMANCE METRICS]

* * * * *

RESTRICTED STOCK UNIT AGREEMENT
OF
REXNORD CORPORATION

THIS AGREEMENT (this "Agreement"), dated as of ___________ is made by and between Rexnord Corporation, a Delaware corporation (the "Corporation"), and _____________, a non-employee director of the Corporation (the "Grantee").

WHEREAS, the Corporation wishes to afford the Grantee the opportunity to receive shares of its common stock ("Common Stock");

WHEREAS, the Administrator, as defined in the Plan, (i) has determined that it would be to the advantage and in the best interests of the Corporation and its stockholders to grant the Restricted Stock Units (the "Restricted Stock Units") provided for herein to the Grantee in consideration for the Grantee's agreement to serve as a member of the Board of the Corporation, and (ii) has instructed the officers of the Corporation to issue said Restricted Stock Units.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

GRANT AND VESTING OF RESTRICTED STOCK UNITS AND ISSUANCE OF SHARES

Section 1.1 Grant of Restricted Stock Units

In consideration of the Grantee's service as a member of the Board, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on the date hereof the Corporation irrevocably grants to the Grantee __________ Restricted Stock Units. The Restricted Stock Units granted under this Agreement are units that will be reflected in a book account maintained by the Corporation until they become vested or have been forfeited.

Section 1.2 Vesting of Restricted Stock Units

(a) These Restricted Stock Units shall become vested in accordance with the schedule established by the Administrator at the time of grant and set forth below:

- _______________;
- _______________;
- _______________.

(b) No Restricted Stock Unit which is unvested at the Grantee's termination of service shall thereafter become vested.

(c) The Grantee will not have any right to vote the Restricted Stock Units and will not be deemed a stockholder of the Corporation with respect to any of the Restricted Stock Units.

Section 1.3 Issuance of Shares

Within forty-five (45) days of each vesting date set forth in Section 1.2, the Corporation shall issue the Grantee one share of Common Stock for each Restricted Stock Unit that becomes vested, subject to the terms and provisions of the Plan and this Agreement.

Section 1.4 Restricted Stock Units Subject to Plan

The Restricted Stock Units granted hereunder are subject to the terms and provisions of the Plan, including without limitation, Sections 7.4 and 8.9 of the Plan. Capitalized terms used in this Agreement and not defined herein shall have the meaning given to such terms in the Plan.

ARTICLE II
OTHER PROVISIONS

Section 2.1 Grantee's Service as a Director

Nothing in this Agreement or in the Plan shall confer upon the Grantee any right to continue in the service of the Corporation or any of its Subsidiaries (whether as a director or otherwise).

Section 2.2 Construction; Choice of Law

This Agreement shall be administered, interpreted and enforced under the laws of the state of Delaware, without regard to conflicts of laws provisions that would give effect to the laws of another jurisdiction.

Section 2.3 Conformity to Securities Laws

The Grantee acknowledges that the Plan is intended to conform to the extent necessary with all provisions of the U.S. Securities Act and the Exchange Act and any and all regulations and rules promulgated thereunder by the U.S. Securities and Exchange Commission, including without limitation, Rule 16b-3. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Restricted Stock Units are granted, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

Section 2.4 Entire Agreement

The parties hereto acknowledge that this Agreement and the Plan set forth the entire agreement and understanding of the parties and supersede all prior written or oral agreements or understandings with respect to the subject matter hereof, except that any provisions therein regarding confidentiality or non-competition remain in full force and effect in favor of the Corporation and its Subsidiaries as if the agreements containing such provisions were not so superseded. The obligations imposed by this Agreement are severable and should be construed independently of each other. The invalidity of one provision shall not affect the validity of any other provision. If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, or as applied to any circumstances, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed, to the extent allowed by the laws of such jurisdiction, to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed exercised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

Section 2.5 Amendment

The Administrator at any time, and from time to time, may amend the terms of this Agreement, *provided, however*, that the rights of the Grantee shall not be adversely impaired without the Grantee's written consent. The Corporation shall provide the Grantee with notice and a copy of any amendment made to this Agreement.

Section 2.6 Disputes (Forum; Personal Jurisdiction; Waiver of Jury Trial)

Any dispute or controversy arising under, out of, or in connection with or in relation to this Agreement or the Plan shall be brought exclusively in the state, federal, or other courts of the state of Delaware, and the parties hereby consent and submit to the personal jurisdiction of those courts. In the event of dispute or litigation, each party shall pay its own attorney's fees and expenses, except that, should Grantee file suit in a forum other than the state, federal, or other courts of the state of Delaware, Corporation shall be entitled to recover from Grantee its attorney fees and expenses associated with seeking the dismissal or transfer of Grantee's suit. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY, IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING UNDER, OUT OF, IN CONNECTION WITH, OR IN RELATION TO THE PLAN OR THIS AGREEMENT.

Section 2.7 Notices

All notices, requests, consents and other communications hereunder to any party hereto shall be deemed to be sufficient if contained in a written instrument and shall be deemed to have been duly given when delivered in person, by telecopy, by nationally-recognized overnight courier, or by first class registered or certified mail, postage prepaid, addressed to such party at the address set forth below or such other address as may hereafter be designated in writing by the addressee to the addressor:

(i) if to the Corporation, to:

Rexnord Corporation
247 Freshwater Way, Suite 300
Milwaukee, WI 53204
Attention: General Counsel

(ii) if to the Grantee, to the Grantee's home address on file with the Corporation.

Section 2.8 Government and Other Regulations

The obligation to deliver shares of Common Stock under the Plan shall be subject to all applicable laws, rules and regulations and the obtaining of all such approvals by governmental agencies as may be deemed necessary or desirable by the Corporation, including (without limitation) the satisfaction of all applicable federal, state and local tax withholding requirements. The Corporation shall have the power and the right to deduct or withhold, or require Grantee to remit to the Corporation, an amount sufficient to satisfy federal, state, and local taxes (including the Grantee's FICA obligation) required by law to be withheld with respect to any taxable event arising or as a result of these Restricted Stock Units.

Section 2.9 Counterparts

This Agreement may be executed in several counterparts, including via facsimile transmission, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto as of the day, month and year first set forth above.

THE CORPORATION:

Rexnord Corporation

By: _____________
Print Name: ___________
Title: _____________

THE GRANTEE:

Signature: ___________
Print Name: ___________

Grantee's Address:

____

Grantee's Taxpayer Identification Number:

____

* * * * *

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Todd A. Adams, President and Chief Executive Officer of **Rexnord Corporation**, certifies that:

1. I have reviewed this quarterly report on Form 10-Q of Rexnord Corporation;
2. Based on my knowledge, this quarterly 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 quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly 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 quarterly report;
4. The registrants' 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 registrants 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 registrants, including their consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly 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 registrants' 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 registrants' internal control over financial reporting that occurred during the registrants' most recent fiscal quarter (the registrants' fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrants' internal control over financial reporting; and
5. The registrants' other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrants' auditors and the audit committee of registrants' 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 registrants' 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 registrants' internal control over financial reporting.

Date: August 4, 2015

By:	/s/ TODD A. ADAMS
Name:	Todd A. Adams
Title:	President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Mark W. Peterson, Senior Vice President and Chief Financial Officer of **Rexnord Corporation**, certifies that:

1. I have reviewed this quarterly report on Form 10-Q of Rexnord Corporation;
2. Based on my knowledge, this quarterly 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 quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly 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 quarterly report;
4. The registrants' 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 registrants 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 registrants, including their consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly 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 registrants' 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 registrants' internal control over financial reporting that occurred during the registrants' most recent fiscal quarter (the registrants' fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrants' internal control over financial reporting; and
5. The registrants' other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrants' auditors and the audit committee of registrants' 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 registrants' 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 registrants' internal control over financial reporting.

Date: August 4, 2015

By:	/s/ MARK W. PETERSON
Name:	Mark W. Peterson
Title:	Senior Vice President and Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION

Pursuant to 18 United States Code § 1350

Each of the undersigned hereby certifies that the Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2015 of Rexnord Corporation filed with the Securities and Exchange Commission on or about the date hereof fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in such report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 4, 2015

By:	/s/ TODD A. ADAMS
Name:	Todd A. Adams
Title:	President and Chief Executive Officer

Date: August 4, 2015

By:	/s/ MARK W. PETERSON
Name:	Mark W. Peterson
Title:	Senior Vice President and Chief Financial Officer

This certification accompanies the Quarterly Report on Form 10-Q pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended. A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.