Form 5500

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Annual Return/Report of Employee Benefit Plan

This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6047(e), 6057(b), and 6058(a) of the Internal Revenue Code (the Code).

▶ **Complete all entries in accordance with the instructions to the Form 5500.**

OMB Nos. 1210-0110
1210-0089

2011

This Form is Open to Public Inspection

Part I Annual Report Identification Information

For calendar plan year 2011 or fiscal plan year beginning 01/01/2011 and ending 12/31/2011

A This return/report is for:
- [ ] a multiemployer plan;
- [ ] a multiple-employer plan; or
- [X] a single-employer plan;
- [ ] a DFE (specify) ____

B This return/report is:
- [ ] the first return/report;
- [ ] the final return/report;
- [ ] an amended return/report;
- [ ] a short plan year return/report (less than 12 months).

C If the plan is a collectively-bargained plan, check here. . . . . ▶ [ ]

D Check box if filing under:
- [X] Form 5558;
- [ ] automatic extension;
- [ ] the DFVC program;
- [ ] special extension (enter description)

Part II Basic Plan Information—enter all requested information

1a Name of plan
UNITED TECHNOLOGIES CORPORATION EMPLOYEE RETIREMENT PLAN

1b Three-digit plan number (PN) ▶ 001

1c Effective date of plan 07/01/1941

2a Plan sponsor's name and address, including room or suite number (Employer, if for single-employer plan)

UNITED TECHNOLOGIES CORPORATION

UTC BUILDING
ONE FINANCIAL PLAZA
HARTFORD, CT 06101

2b Employer Identification Number (EIN)
06-0570975

2c Sponsor's telephone number
860-728-7000

2d Business code (see instructions)
336410

Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

SIGN HERE	Filed with authorized/valid electronic signature.	10/12/2012	PETER HOLOWESKO
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE			
	Signature of employer/plan sponsor	Date	Enter name of individual signing as employer or plan sponsor
SIGN HERE			
	Signature of DFE	Date	Enter name of individual signing as DFE

3a Plan administrator's name and address (if same as plan sponsor, enter "Same")
UNITED TECHNOLOGIES CORPORATION

UTC BUILDING
ONE FINANCIAL PLAZA
HARTFORD, CT 06101

3b Administrator's EIN
06-0570975

3c Administrator's telephone number
860-728-7000

4 If the name and/or EIN of the plan sponsor has changed since the last return/report filed for this plan, enter the name, EIN and the plan number from the last return/report:

a Sponsor's name

4b EIN

4c PN

5	Total number of participants at the beginning of the plan year	**5**	141454
6	Number of participants as of the end of the plan year (welfare plans complete only lines **6a, 6b, 6c,** and **6d**).		
a	Active participants	**6a**	40029
b	Retired or separated participants receiving benefits	**6b**	51175
c	Other retired or separated participants entitled to future benefits	**6c**	38656
d	Subtotal. Add lines **6a**, **6b**, and **6c**	**6d**	129860
e	Deceased participants whose beneficiaries are receiving or are entitled to receive benefits	**6e**	8106
f	Total. Add lines **6d** and **6e**	**6f**	137966
g	Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item)	**6g**	
h	Number of participants that terminated employment during the plan year with accrued benefits that were less than 100% vested	**6h**	289
7	Enter the total number of employers obligated to contribute to the plan (only multiemployer plans complete this item)	**7**	

8a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristic Codes in the instructions:
1A 1C 1G 3H

b If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristic Codes in the instructions:

9a Plan funding arrangement (check all that apply)

(1)	X	Insurance
(2)		Code section 412(e)(3) insurance contracts
(3)	X	Trust
(4)		General assets of the sponsor

9b Plan benefit arrangement (check all that apply)

(1)	X	Insurance
(2)		Code section 412(e)(3) insurance contracts
(3)	X	Trust
(4)		General assets of the sponsor

10 Check all applicable boxes in 10a and 10b to indicate which schedules are attached, and, where indicated, enter the number attached. (See instructions)

a Pension Schedules

(1)	X	**R** (Retirement Plan Information)
(2)		**MB** (Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information) - signed by the plan actuary
(3)	X	**SB** (Single-Employer Defined Benefit Plan Actuarial Information) - signed by the plan actuary

b General Schedules

(1)	X		**H** (Financial Information)
(2)			**I** (Financial Information – Small Plan)
(3)	X	4	**A** (Insurance Information)
(4)			**C** (Service Provider Information)
(5)	X		**D** (DFE/Participating Plan Information)
(6)			**G** (Financial Transaction Schedules)

SCHEDULE A (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Insurance Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA).

▶ **File as an attachment to Form 5500.**

▶ Insurance companies are required to provide the information pursuant to ERISA section 103(a)(2).

OMB No. 1210-0110

2011

This Form is Open to Public Inspection

For calendar plan year 2011 or fiscal plan year beginning 01/01/2011 and ending 12/31/2011

A Name of plan
UNITED TECHNOLOGIES CORPORATION EMPLOYEE RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
UNITED TECHNOLOGIES CORPORATION

D Employer Identification Number (EIN)
06-0570975

Part I Information Concerning Insurance Contract Coverage, Fees, and Commissions

Provide information for each contract on a separate Schedule A. Individual contracts grouped as a unit in Parts II and III can be reported on a single Schedule A.

1 Coverage Information:

(a) Name of insurance carrier

METLIFE INSURANCE COMPANY OF CONNECTICUT

(b) EIN	**(c)** NAIC code	**(d)** Contract or identification number	**(e)** Approximate number of persons covered at end of policy or contract year	Policy or contract year	
				(f) From	**(g)** To
06-0566090	87726	080070A		01/01/2011	12/31/2011

2 Insurance fee and commission information. Enter the total fees and total commissions paid. List in item 3 the agents, brokers, and other persons in descending order of the amount paid.

(a) Total amount of commissions paid	**(b)** Total amount of fees paid
0	0

3 Persons receiving commissions and fees. (Complete as many entries as needed to report all persons).

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

Part II Investment and Annuity Contract Information

Where individual contracts are provided, the entire group of such individual contracts with each carrier may be treated as a unit for purposes of this report.

4	Current value of plan's interest under this contract in the general account at year end	4	1882298
5	Current value of plan's interest under this contract in separate accounts at year end	5	

6 Contracts With Allocated Funds:

a State the basis of premium rates ▶

b	Premiums paid to carrier	6b	
c	Premiums due but unpaid at the end of the year	6c	
d	If the carrier, service, or other organization incurred any specific costs in connection with the acquisition or retention of the contract or policy, enter amount.	6d	

Specify nature of costs ▶

e Type of contract: (1) ☐ individual policies (2) ☐ group deferred annuity

(3) ☐ other (specify) ▶

f If contract purchased, in whole or in part, to distribute benefits from a terminating plan check here ▶ ☐

7 Contracts With Unallocated Funds (Do not include portions of these contracts maintained in separate accounts)

a Type of contract: (1) ☐ deposit administration (2) ☒ immediate participation guarantee

(3) ☐ guaranteed investment (4) ☐ other ▶

b	Balance at the end of the previous year			7b	2006488
c	Additions: (1) Contributions deposited during the year	7c(1)			
	(2) Dividends and credits	7c(2)			
	(3) Interest credited during the year	7c(3)	100341		
	(4) Transferred from separate account	7c(4)			
	(5) Other (specify below)	7c(5)			
	▶				
	(6) Total additions			7c(6)	100341
d	Total of balance and additions (add **b** and **c(6)**).			7d	2106829
e	Deductions:				
	(1) Disbursed from fund to pay benefits or purchase annuities during year	7e(1)	207494		
	(2) Administration charge made by carrier	7e(2)	17037		
	(3) Transferred to separate account	7e(3)			
	(4) Other (specify below)	7e(4)			
	▶				
	(5) Total deductions			7e(5)	224531
f	Balance at the end of the current year (subtract **e(5)** from **d**)			7f	1882298

Part III Welfare Benefit Contract Information

If more than one contract covers the same group of employees of the same employer(s) or members of the same employee organizations(s), the information may be combined for reporting purposes if such contracts are experience-rated as a unit. Where contracts cover individual employees, the entire group of such individual contracts with each carrier may be treated as a unit for purposes of this report.

8 Benefit and contract type (check all applicable boxes)

a ☐ Health (other than dental or vision) **b** ☐ Dental **c** ☐ Vision **d** ☐ Life insurance

e ☐ Temporary disability (accident and sickness) **f** ☐ Long-term disability **g** ☐ Supplemental unemployment **h** ☐ Prescription drug

i ☐ Stop loss (large deductible) **j** ☐ HMO contract **k** ☐ PPO contract **l** ☐ Indemnity contract

m ☐ Other (specify) ▶

9 Experience-rated contracts:				
a Premiums: (1) Amount received	**9a(1)**			
(2) Increase (decrease) in amount due but unpaid	**9a(2)**			
(3) Increase (decrease) in unearned premium reserve	**9a(3)**			
(4) Earned (**(1)** + **(2)** - **(3)**)			**9a(4)**	
b Benefit charges (1) Claims paid	**9b(1)**			
(2) Increase (decrease) in claim reserves	**9b(2)**			
(3) Incurred claims (add **(1)** and **(2)**)			**9b(3)**	
(4) Claims charged			**9b(4)**	
c Remainder of premium: (1) Retention charges (on an accrual basis) --				
(A) Commissions	**9c(1)(A)**			
(B) Administrative service or other fees	**9c(1)(B)**			
(C) Other specific acquisition costs	**9c(1)(C)**			
(D) Other expenses	**9c(1)(D)**			
(E) Taxes	**9c(1)(E)**			
(F) Charges for risks or other contingencies	**9c(1)(F)**			
(G) Other retention charges	**9c(1)(G)**			
(H) Total retention			**9c(1)(H)**	
(2) Dividends or retroactive rate refunds. (These amounts were ☐ paid in cash, or ☐ credited.)			**9c(2)**	
d Status of policyholder reserves at end of year: (1) Amount held to provide benefits after retirement			**9d(1)**	
(2) Claim reserves			**9d(2)**	
(3) Other reserves			**9d(3)**	
e Dividends or retroactive rate refunds due. (Do not include amount entered in **c(2)**.)			**9e**	
10 Nonexperience-rated contracts:				
a Total premiums or subscription charges paid to carrier			**10a**	
b If the carrier, service, or other organization incurred any specific costs in connection with the acquisition or retention of the contract or policy, other than reported in Part I, item 2 above, report amount.			**10b**	

Specify nature of costs ▶

Part IV Provision of Information

11 Did the insurance company fail to provide any information necessary to complete Schedule A? ☐ Yes ☒ No

12 If the answer to line 11 is "Yes," specify the information not provided. ▶

SCHEDULE A (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Insurance Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA).

▶ **File as an attachment to Form 5500.**

▶ Insurance companies are required to provide the information pursuant to ERISA section 103(a)(2).

OMB No. 1210-0110

2011

This Form is Open to Public Inspection

For calendar plan year 2011 or fiscal plan year beginning 01/01/2011 and ending 12/31/2011

A Name of plan
UNITED TECHNOLOGIES CORPORATION EMPLOYEE RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
UNITED TECHNOLOGIES CORPORATION

D Employer Identification Number (EIN)
06-0570975

Part I Information Concerning Insurance Contract Coverage, Fees, and Commissions

Provide information for each contract on a separate Schedule A. Individual contracts grouped as a unit in Parts II and III can be reported on a single Schedule A.

1 Coverage Information:

(a) Name of insurance carrier

METLIFE INSURANCE COMPANY OF CONNECTICUT

(b) EIN	**(c)** NAIC code	**(d)** Contract or identification number	**(e)** Approximate number of persons covered at end of policy or contract year	Policy or contract year	
				(f) From	**(g)** To
06-0566090	87726	080466		01/01/2011	12/31/2011

2 Insurance fee and commission information. Enter the total fees and total commissions paid. List in item 3 the agents, brokers, and other persons in descending order of the amount paid.

(a) Total amount of commissions paid	**(b)** Total amount of fees paid
0	0

3 Persons receiving commissions and fees. (Complete as many entries as needed to report all persons).

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

Part II Investment and Annuity Contract Information

Where individual contracts are provided, the entire group of such individual contracts with each carrier may be treated as a unit for purposes of this report.

4	Current value of plan's interest under this contract in the general account at year end	4	3446172
5	Current value of plan's interest under this contract in separate accounts at year end	5	

6 Contracts With Allocated Funds:

a State the basis of premium rates ▶

b	Premiums paid to carrier	6b	
c	Premiums due but unpaid at the end of the year	6c	
d	If the carrier, service, or other organization incurred any specific costs in connection with the acquisition or retention of the contract or policy, enter amount.	6d	

Specify nature of costs ▶

e Type of contract: (1) ☐ individual policies (2) ☐ group deferred annuity

(3) ☐ other (specify) ▶

f If contract purchased, in whole or in part, to distribute benefits from a terminating plan check here ▶ ☐

7 Contracts With Unallocated Funds (Do not include portions of these contracts maintained in separate accounts)

a Type of contract: (1) ☐ deposit administration (2) ☒ immediate participation guarantee

(3) ☐ guaranteed investment (4) ☐ other ▶

b	Balance at the end of the previous year			7b	3330457
c	Additions: (1) Contributions deposited during the year	7c(1)			
	(2) Dividends and credits	7c(2)			
	(3) Interest credited during the year	7c(3)	166988		
	(4) Transferred from separate account	7c(4)			
	(5) Other (specify below)	7c(5)			
	▶				
	(6) Total additions			7c(6)	166988
d	Total of balance and additions (add **b** and **c(6)**).			7d	3497445
e	Deductions:				
	(1) Disbursed from fund to pay benefits or purchase annuities during year	7e(1)	33478		
	(2) Administration charge made by carrier	7e(2)	17795		
	(3) Transferred to separate account	7e(3)			
	(4) Other (specify below)	7e(4)			
	▶				
	(5) Total deductions			7e(5)	51273
f	Balance at the end of the current year (subtract **e(5)** from **d**)			7f	3446172

Part III Welfare Benefit Contract Information

If more than one contract covers the same group of employees of the same employer(s) or members of the same employee organizations(s), the information may be combined for reporting purposes if such contracts are experience-rated as a unit. Where contracts cover individual employees, the entire group of such individual contracts with each carrier may be treated as a unit for purposes of this report.

8 Benefit and contract type (check all applicable boxes)

a ☐ Health (other than dental or vision) **b** ☐ Dental **c** ☐ Vision **d** ☐ Life insurance

e ☐ Temporary disability (accident and sickness) **f** ☐ Long-term disability **g** ☐ Supplemental unemployment **h** ☐ Prescription drug

i ☐ Stop loss (large deductible) **j** ☐ HMO contract **k** ☐ PPO contract **l** ☐ Indemnity contract

m ☐ Other (specify) ▶

9 Experience-rated contracts:				
a Premiums: (1) Amount received	**9a(1)**			
(2) Increase (decrease) in amount due but unpaid	**9a(2)**			
(3) Increase (decrease) in unearned premium reserve	**9a(3)**			
(4) Earned (**(1)** + **(2)** - **(3)**)			**9a(4)**	
b Benefit charges (1) Claims paid	**9b(1)**			
(2) Increase (decrease) in claim reserves	**9b(2)**			
(3) Incurred claims (add **(1)** and **(2)**)			**9b(3)**	
(4) Claims charged			**9b(4)**	
c Remainder of premium: (1) Retention charges (on an accrual basis) --				
(A) Commissions	**9c(1)(A)**			
(B) Administrative service or other fees	**9c(1)(B)**			
(C) Other specific acquisition costs	**9c(1)(C)**			
(D) Other expenses	**9c(1)(D)**			
(E) Taxes	**9c(1)(E)**			
(F) Charges for risks or other contingencies	**9c(1)(F)**			
(G) Other retention charges	**9c(1)(G)**			
(H) Total retention			**9c(1)(H)**	
(2) Dividends or retroactive rate refunds. (These amounts were ☐ paid in cash, or ☐ credited.)			**9c(2)**	
d Status of policyholder reserves at end of year: (1) Amount held to provide benefits after retirement			**9d(1)**	
(2) Claim reserves			**9d(2)**	
(3) Other reserves			**9d(3)**	
e Dividends or retroactive rate refunds due. (Do not include amount entered in **c(2)**.)			**9e**	
10 Nonexperience-rated contracts:				
a Total premiums or subscription charges paid to carrier			**10a**	
b If the carrier, service, or other organization incurred any specific costs in connection with the acquisition or retention of the contract or policy, other than reported in Part I, item 2 above, report amount.			**10b**	

Specify nature of costs ▶

Part IV Provision of Information

11 Did the insurance company fail to provide any information necessary to complete Schedule A? ☐ Yes ☒ No

12 If the answer to line 11 is "Yes," specify the information not provided. ▶

SCHEDULE A (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Insurance Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA).

▶ **File as an attachment to Form 5500.**

▶ Insurance companies are required to provide the information pursuant to ERISA section 103(a)(2).

OMB No. 1210-0110

2011

This Form is Open to Public Inspection

For calendar plan year 2011 or fiscal plan year beginning 01/01/2011 and ending 12/31/2011

A Name of plan
UNITED TECHNOLOGIES CORPORATION EMPLOYEE RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
UNITED TECHNOLOGIES CORPORATION

D Employer Identification Number (EIN)
06-0570975

Part I Information Concerning Insurance Contract Coverage, Fees, and Commissions

Provide information for each contract on a separate Schedule A. Individual contracts grouped as a unit in Parts II and III can be reported on a single Schedule A.

1 Coverage Information:

(a) Name of insurance carrier

METROPOLITAN LIFE INSURANCE COMPANY

(b) EIN	**(c)** NAIC code	**(d)** Contract or identification number	**(e)** Approximate number of persons covered at end of policy or contract year	Policy or contract year	
				(f) From	**(g)** To
13-5581829	65978	GAC 243RP A-C		01/01/2011	12/31/2011

2 Insurance fee and commission information. Enter the total fees and total commissions paid. List in item 3 the agents, brokers, and other persons in descending order of the amount paid.

(a) Total amount of commissions paid	**(b)** Total amount of fees paid
0	0

3 Persons receiving commissions and fees. (Complete as many entries as needed to report all persons).

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

Part II Investment and Annuity Contract Information

Where individual contracts are provided, the entire group of such individual contracts with each carrier may be treated as a unit for purposes of this report.

4	Current value of plan's interest under this contract in the general account at year end	4	2105978
5	Current value of plan's interest under this contract in separate accounts at year end	5	16457797

6 Contracts With Allocated Funds:

a State the basis of premium rates ▶

b	Premiums paid to carrier	6b	
c	Premiums due but unpaid at the end of the year	6c	
d	If the carrier, service, or other organization incurred any specific costs in connection with the acquisition or retention of the contract or policy, enter amount.	6d	

Specify nature of costs ▶

e Type of contract: (1) ☐ individual policies (2) ☐ group deferred annuity

(3) ☐ other (specify) ▶

f If contract purchased, in whole or in part, to distribute benefits from a terminating plan check here ▶ ☐

7 Contracts With Unallocated Funds (Do not include portions of these contracts maintained in separate accounts)

a Type of contract: (1) ☐ deposit administration (2) ☒ immediate participation guarantee

(3) ☐ guaranteed investment (4) ☐ other ▶

b	Balance at the end of the previous year			7b	2104254
c	Additions: (1) Contributions deposited during the year	7c(1)			
	(2) Dividends and credits	7c(2)			
	(3) Interest credited during the year	7c(3)	1724		
	(4) Transferred from separate account	7c(4)	434220		
	(5) Other (specify below) ▶	7c(5)			
	(6) Total additions			7c(6)	435944
d	Total of balance and additions (add **b** and **c(6)**)			7d	2540198
e	Deductions:				
	(1) Disbursed from fund to pay benefits or purchase annuities during year	7e(1)	238043		
	(2) Administration charge made by carrier	7e(2)	29024		
	(3) Transferred to separate account	7e(3)	165566		
	(4) Other (specify below) ▶ RISK CHARGE	7e(4)	1587		
	(5) Total deductions			7e(5)	434220
f	Balance at the end of the current year (subtract **e(5)** from **d**)			7f	2105978

Part III Welfare Benefit Contract Information

If more than one contract covers the same group of employees of the same employer(s) or members of the same employee organizations(s), the information may be combined for reporting purposes if such contracts are experience-rated as a unit. Where contracts cover individual employees, the entire group of such individual contracts with each carrier may be treated as a unit for purposes of this report.

8 Benefit and contract type (check all applicable boxes)

a ☐ Health (other than dental or vision) **b** ☐ Dental **c** ☐ Vision **d** ☐ Life insurance

e ☐ Temporary disability (accident and sickness) **f** ☐ Long-term disability **g** ☐ Supplemental unemployment **h** ☐ Prescription drug

i ☐ Stop loss (large deductible) **j** ☐ HMO contract **k** ☐ PPO contract **l** ☐ Indemnity contract

m ☐ Other (specify) ▶

9 Experience-rated contracts:				
a Premiums: (1) Amount received	**9a(1)**			
(2) Increase (decrease) in amount due but unpaid	**9a(2)**			
(3) Increase (decrease) in unearned premium reserve	**9a(3)**			
(4) Earned (**(1)** + **(2)** - **(3)**)			**9a(4)**	
b Benefit charges (1) Claims paid	**9b(1)**			
(2) Increase (decrease) in claim reserves	**9b(2)**			
(3) Incurred claims (add **(1)** and **(2)**)			**9b(3)**	
(4) Claims charged			**9b(4)**	
c Remainder of premium: (1) Retention charges (on an accrual basis) --				
(A) Commissions	**9c(1)(A)**			
(B) Administrative service or other fees	**9c(1)(B)**			
(C) Other specific acquisition costs	**9c(1)(C)**			
(D) Other expenses	**9c(1)(D)**			
(E) Taxes	**9c(1)(E)**			
(F) Charges for risks or other contingencies	**9c(1)(F)**			
(G) Other retention charges	**9c(1)(G)**			
(H) Total retention			**9c(1)(H)**	
(2) Dividends or retroactive rate refunds. (These amounts were ☐ paid in cash, or ☐ credited.)			**9c(2)**	
d Status of policyholder reserves at end of year: (1) Amount held to provide benefits after retirement			**9d(1)**	
(2) Claim reserves			**9d(2)**	
(3) Other reserves			**9d(3)**	
e Dividends or retroactive rate refunds due. (Do not include amount entered in **c(2)**.)			**9e**	
10 Nonexperience-rated contracts:				
a Total premiums or subscription charges paid to carrier			**10a**	
b If the carrier, service, or other organization incurred any specific costs in connection with the acquisition or retention of the contract or policy, other than reported in Part I, item 2 above, report amount.			**10b**	

Specify nature of costs ▶

Part IV Provision of Information

11 Did the insurance company fail to provide any information necessary to complete Schedule A? ☐ Yes ☒ No

12 If the answer to line 11 is "Yes," specify the information not provided. ▶

SCHEDULE A (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Insurance Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA).

▶ **File as an attachment to Form 5500.**

▶ Insurance companies are required to provide the information pursuant to ERISA section 103(a)(2).

OMB No. 1210-0110

2011

This Form is Open to Public Inspection

For calendar plan year 2011 or fiscal plan year beginning 01/01/2011 and ending 12/31/2011

A Name of plan
UNITED TECHNOLOGIES CORPORATION EMPLOYEE RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
UNITED TECHNOLOGIES CORPORATION

D Employer Identification Number (EIN)
06-0570975

Part I Information Concerning Insurance Contract Coverage, Fees, and Commissions

Provide information for each contract on a separate Schedule A. Individual contracts grouped as a unit in Parts II and III can be reported on a single Schedule A.

1 Coverage Information:

(a) Name of insurance carrier

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY

(b) EIN	**(c)** NAIC code	**(d)** Contract or identification number	**(e)** Approximate number of persons covered at end of policy or contract year	Policy or contract year	
				(f) From	**(g)** To
06-1050034	93629	000105		01/01/2011	12/31/2011

2 Insurance fee and commission information. Enter the total fees and total commissions paid. List in item 3 the agents, brokers, and other persons in descending order of the amount paid.

(a) Total amount of commissions paid	**(b)** Total amount of fees paid
0	0

3 Persons receiving commissions and fees. (Complete as many entries as needed to report all persons).

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

Part II Investment and Annuity Contract Information

Where individual contracts are provided, the entire group of such individual contracts with each carrier may be treated as a unit for purposes of this report.

4	Current value of plan's interest under this contract in the general account at year end	4	117664384
5	Current value of plan's interest under this contract in separate accounts at year end	5	

6 Contracts With Allocated Funds:

a State the basis of premium rates ▶

b	Premiums paid to carrier	6b	
c	Premiums due but unpaid at the end of the year	6c	
d	If the carrier, service, or other organization incurred any specific costs in connection with the acquisition or retention of the contract or policy, enter amount.	6d	

Specify nature of costs ▶

e Type of contract: (1) ☐ individual policies (2) ☐ group deferred annuity

(3) ☐ other (specify) ▶

f If contract purchased, in whole or in part, to distribute benefits from a terminating plan check here ▶ ☐

7 Contracts With Unallocated Funds (Do not include portions of these contracts maintained in separate accounts)

a Type of contract: (1) ☐ deposit administration (2) ☐ immediate participation guarantee

(3) ☒ guaranteed investment (4) ☐ other ▶

b	Balance at the end of the previous year			7b	136239614
c	Additions: (1) Contributions deposited during the year	7c(1)			
	(2) Dividends and credits	7c(2)			
	(3) Interest credited during the year	7c(3)	7346116		
	(4) Transferred from separate account	7c(4)			
	(5) Other (specify below)	7c(5)	250544		
	▶ MARKET VALUE CREDIT				
	(6) Total additions			7c(6)	7596660
d	Total of balance and additions (add **b** and **c(6)**).			7d	143836274
e	Deductions:				
	(1) Disbursed from fund to pay benefits or purchase annuities during year	7e(1)	25668468		
	(2) Administration charge made by carrier	7e(2)			
	(3) Transferred to separate account	7e(3)			
	(4) Other (specify below)	7e(4)	503422		
	▶ ANNUITY GUARANTEE FEE				
	(5) Total deductions			7e(5)	26171890
f	Balance at the end of the current year (subtract **e(5)** from **d**)			7f	117664384

Part III Welfare Benefit Contract Information

If more than one contract covers the same group of employees of the same employer(s) or members of the same employee organizations(s), the information may be combined for reporting purposes if such contracts are experience-rated as a unit. Where contracts cover individual employees, the entire group of such individual contracts with each carrier may be treated as a unit for purposes of this report.

8 Benefit and contract type (check all applicable boxes)

a ☐ Health (other than dental or vision) **b** ☐ Dental **c** ☐ Vision **d** ☐ Life insurance

e ☐ Temporary disability (accident and sickness) **f** ☐ Long-term disability **g** ☐ Supplemental unemployment **h** ☐ Prescription drug

i ☐ Stop loss (large deductible) **j** ☐ HMO contract **k** ☐ PPO contract **l** ☐ Indemnity contract

m ☐ Other (specify) ▶

9 Experience-rated contracts:				
a Premiums: (1) Amount received	**9a(1)**			
(2) Increase (decrease) in amount due but unpaid	**9a(2)**			
(3) Increase (decrease) in unearned premium reserve	**9a(3)**			
(4) Earned (**(1)** + **(2)** - **(3)**)			**9a(4)**	
b Benefit charges (1) Claims paid	**9b(1)**			
(2) Increase (decrease) in claim reserves	**9b(2)**			
(3) Incurred claims (add **(1)** and **(2)**)			**9b(3)**	
(4) Claims charged			**9b(4)**	
c Remainder of premium: (1) Retention charges (on an accrual basis) --				
(A) Commissions	**9c(1)(A)**			
(B) Administrative service or other fees	**9c(1)(B)**			
(C) Other specific acquisition costs	**9c(1)(C)**			
(D) Other expenses	**9c(1)(D)**			
(E) Taxes	**9c(1)(E)**			
(F) Charges for risks or other contingencies	**9c(1)(F)**			
(G) Other retention charges	**9c(1)(G)**			
(H) Total retention			**9c(1)(H)**	
(2) Dividends or retroactive rate refunds. (These amounts were ☐ paid in cash, or ☐ credited.)			**9c(2)**	
d Status of policyholder reserves at end of year: (1) Amount held to provide benefits after retirement			**9d(1)**	
(2) Claim reserves			**9d(2)**	
(3) Other reserves			**9d(3)**	
e Dividends or retroactive rate refunds due. (Do not include amount entered in **c(2)**.)			**9e**	
10 Nonexperience-rated contracts:				
a Total premiums or subscription charges paid to carrier			**10a**	
b If the carrier, service, or other organization incurred any specific costs in connection with the acquisition or retention of the contract or policy, other than reported in Part I, item 2 above, report amount.			**10b**	

Specify nature of costs ▶

Part IV Provision of Information

11 Did the insurance company fail to provide any information necessary to complete Schedule A? ☐ Yes ☒ No

12 If the answer to line 11 is "Yes," specify the information not provided. ▶

SCHEDULE SB (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Single-Employer Defined Benefit Plan Actuarial Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6059 of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500 or 5500-SF.**

OMB No. 1210-0110

2011

This Form is Open to Public Inspection

For calendar plan year 2011 or fiscal plan year beginning 01/01/2011 and ending 12/31/2011

▶ **Round off amounts to nearest dollar.**

▶ **Caution:** A penalty of $1,000 will be assessed for late filing of this report unless reasonable cause is established.

A Name of plan
UNITED TECHNOLOGIES CORPORATION EMPLOYEE RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF
UNITED TECHNOLOGIES CORPORATION

D Employer Identification Number (EIN)
06-0570975

E Type of plan: [X] Single [ ] Multiple-A [ ] Multiple-B

F Prior year plan size: [ ] 100 or fewer [ ] 101-500 [X] More than 500

Part I Basic Information

1 Enter the valuation date: Month 01 Day 01 Year 2011

2 Assets:

a	Market value	**2a**	13694591028
b	Actuarial value	**2b**	12630644810

3 Funding target/participant count breakdown:

			(1) Number of participants	**(2)** Funding Target
a	For retired participants and beneficiaries receiving payment	**3a**	59484	6772007265
b	For terminated vested participants	**3b**	38957	1359340432
c	For active participants:			
	(1) Non-vested benefits	**3c(1)**		410914883
	(2) Vested benefits	**3c(2)**		4087795999
	(3) Total active	**3c(3)**	43013	4498710882
d	Total	**3d**	141454	12630058579

4 If the plan is in at-risk status, check the box and complete lines (a) and (b) [ ]

a	Funding target disregarding prescribed at-risk assumptions	**4a**	
b	Funding target reflecting at-risk assumptions, but disregarding transition rule for plans that have been in at-risk status for fewer than five consecutive years and disregarding loading factor	**4b**	

5	Effective interest rate	**5**	6.27 %
6	Target normal cost	**6**	307190030

Statement by Enrolled Actuary

To the best of my knowledge, the information supplied in this schedule and accompanying schedules, statements and attachments, if any, is complete and accurate. Each prescribed assumption was applied in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer my best estimate of anticipated experience under the plan.

SIGN HERE

	10/04/2012
Signature of actuary	Date
JAY MITCHELL, F.S.A	11-05718
Type or print name of actuary	Most recent enrollment number
TOWERS WATSON PENNSYLVANIA, INC.	212-309-3400
Firm name	Telephone number (including area code)
335 MADISON AVENUE NEW YORK, NY 10017-4605	
Address of the firm	

If the actuary has not fully reflected any regulation or ruling promulgated under the statute in completing this schedule, check the box and see instructions [ ]

Part II Beginning of year carryover and prefunding balances

		(a) Carryover balance	(b) Prefunding balance
7	Balance at beginning of prior year after applicable adjustments (line 13 from prior year)	1402807522	0
8	Portion elected for use to offset prior year's funding requirement (line 35 from prior year)	141414274	0
9	Amount remaining (line 7 minus line 8)	1261393248	0
10	Interest on line 9 using prior year's actual return of 15.04%	189713544	
11	Prior year's excess contributions to be added to prefunding balance:		
a	Present value of excess contributions (line 38 from prior year)		578216054
b	Interest on (a) using prior year's effective rate of 6.57 % except as otherwise provided (see instructions)		49966584
c	Total available at beginning of current plan year to add to prefunding balance		628182638
d	Portion of (c) to be added to prefunding balance		0
12	Other reductions in balances due to elections or deemed elections	0	0
13	Balance at beginning of current year (line 9 + line 10 + line 11d – line 12)	1451106792	0

Part III Funding percentages

14	Funding target attainment percentage	14	88.51 %
15	Adjusted funding target attainment percentage	15	100.00 %
16	Prior year's funding percentage for purposes of determining whether carryover/prefunding balances may be used to reduce current year's funding requirement	16	105.76 %
17	If the current value of the assets of the plan is less than 70 percent of the funding target, enter such percentage	17	%

Part IV Contributions and liquidity shortfalls

18 Contributions made to the plan for the plan year by employer(s) and employees:

(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees	(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees
07/01/2011		67828			
			Totals ► 18(b)	0	18(c) 67828

19	Discounted employer contributions – see instructions for small plan with a valuation date after the beginning of the year:		
a	Contributions allocated toward unpaid minimum required contributions from prior years.	19a	0
b	Contributions made to avoid restrictions adjusted to valuation date	19b	0
c	Contributions allocated toward minimum required contribution for current year adjusted to valuation date	19c	0

20 Quarterly contributions and liquidity shortfalls:

a Did the plan have a "funding shortfall" for the prior year? [X] Yes [ ] No

b If 20a is "Yes," were required quarterly installments for the current year made in a timely manner? [X] Yes [ ] No

c If 20a is "Yes," see instructions and complete the following table as applicable:

Liquidity shortfall as of end of quarter of this plan year

(1) 1st	(2) 2nd	(3) 3rd	(4) 4th
0	0	0	0

Part V Assumptions used to determine funding target and target normal cost

21 Discount rate:

a Segment rates:

1st segment:	2nd segment:	3rd segment:	
3.78%	6.31%	6.57 %	☐ N/A, full yield curve used

b Applicable month (enter code)	**21b**	4
22 Weighted average retirement age	**22**	61

23 Mortality table(s) (see instructions) ☐ Prescribed - combined ☒ Prescribed - separate ☐ Substitute

Part VI Miscellaneous items

24 Has a change been made in the non-prescribed actuarial assumptions for the current plan year? If "Yes," see instructions regarding required attachment.	☒ Yes	☐ No
25 Has a method change been made for the current plan year? If "Yes," see instructions regarding required attachment.	☒ Yes	☐ No
26 Is the plan required to provide a Schedule of Active Participants? If "Yes," see instructions regarding required attachment.	☒ Yes	☐ No

27 If the plan is eligible for (and is using) alternative funding rules, enter applicable code and see instructions regarding attachment	**27**	

Part VII Reconciliation of unpaid minimum required contributions for prior years

28 Unpaid minimum required contributions for all prior years	**28**	0
29 Discounted employer contributions allocated toward unpaid minimum required contributions from prior years (line 19a)	**29**	0
30 Remaining amount of unpaid minimum required contributions (line 28 minus line 29)	**30**	0

Part VIII Minimum required contribution for current year

31 Target normal cost and excess assets (see instructions):

a Target normal cost (line 6)	**31a**	307190030
b Excess assets, if applicable, but not greater than 31a	**31b**	0

32 Amortization installments:

	Outstanding Balance	Installment
a Net shortfall amortization installment	0	0
b Waiver amortization installment	0	0

33 If a waiver has been approved for this plan year, enter the date of the ruling letter granting the approval (Month _____ Day _____ Year _____) and the waived amount	**33**	
34 Total funding requirement before reflecting carryover/prefunding balances (lines 31a - 31b + 32a + 32b - 33)	**34**	307190030

	Carryover balance	Prefunding balance	Total balance
35 Balances elected for use to offset funding requirement	307190030	0	307190030

36 Additional cash requirement (line 34 minus line 35)	**36**	0
37 Contributions allocated toward minimum required contribution for current year adjusted to valuation date (line 19c)	**37**	0

38 Present value of excess contributions for current year (see instructions)

a Total (excess, if any, of line 37 over line 36)	**38a**	0
b Portion included in line 38a attributable to use of prefunding and funding standard carryover balances	**38b**	0
39 Unpaid minimum required contribution for current year (excess, if any, of line 36 over line 37)	**39**	0
40 Unpaid minimum required contributions for all years	**40**	0

Part IX Pension funding relief under Pension Relief Act of 2010 (see instructions)

41 If a shortfall amortization base is being amortized pursuant to an alternative amortization schedule:

a Schedule elected ☐ 2 plus 7 years ☐ 15 years

b Eligible plan year(s) for which the election in line 41a was made ☐ 2008 ☐ 2009 ☐ 2010 ☐ 2011

42 Amount of acceleration adjustment	**42**	
43 Excess installment acceleration amount to be carried over to future plan years	**43**	

SCHEDULE D (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

DFE/Participating Plan Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

2011

This Form is Open to Public Inspection.

For calendar plan year 2011 or fiscal plan year beginning 01/01/2011 and ending 12/31/2011

A Name of plan
UNITED TECHNOLOGIES CORPORATION EMPLOYEE RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 001

C Plan or DFE sponsor's name as shown on line 2a of Form 5500
UNITED TECHNOLOGIES CORPORATION

D Employer Identification Number (EIN)
06-0570975

Part I Information on interests in MTIAs, CCTs, PSAs, and 103-12 IEs (to be completed by plans and DFEs)

(Complete as many entries as needed to report all interests in DFEs)

a Name of MTIA, CCT, PSA, or 103-12 IE: UTC MASTER RETIREMENT TRUST

b Name of sponsor of entity listed in (a): UNITED TECHNOLOGIES CORPORATION

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103 12 IE at end of year (see instructions)
13-3064404-001	M	13737213056

a Name of MTIA, CCT, PSA, or 103-12 IE: SEPARATE ACCOUNT 00041

b Name of sponsor of entity listed in (a): METROPOLITAN LIFE INSURANCE COMPANY

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103 12 IE at end of year (see instructions)
13-5581829-000	P	16457797

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103- 12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103- 12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103- 12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103- 12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103- 12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	**d** Entity code	**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

Part II Information on Participating Plans (to be completed by DFEs)

(Complete as many entries as needed to report all participating plans)

a Plan name	
b Name of plan sponsor	**c** EIN-PN
a Plan name	
b Name of plan sponsor	**c** EIN-PN
a Plan name	
b Name of plan sponsor	**c** EIN-PN
a Plan name	
b Name of plan sponsor	**c** EIN-PN
a Plan name	
b Name of plan sponsor	**c** EIN-PN
a Plan name	
b Name of plan sponsor	**c** EIN-PN
a Plan name	
b Name of plan sponsor	**c** EIN-PN
a Plan name	
b Name of plan sponsor	**c** EIN-PN
a Plan name	
b Name of plan sponsor	**c** EIN-PN
a Plan name	
b Name of plan sponsor	**c** EIN-PN
a Plan name	
b Name of plan sponsor	**c** EIN-PN
a Plan name	
b Name of plan sponsor	**c** EIN-PN

SCHEDULE H (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Financial Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA), and section 6058(a) of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

2011

This Form is Open to Public Inspection

For calendar plan year 2011 or fiscal plan year beginning 01/01/2011 and ending 12/31/2011

A Name of plan
UNITED TECHNOLOGIES CORPORATION EMPLOYEE RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
UNITED TECHNOLOGIES CORPORATION

D Employer Identification Number (EIN)
06-0570975

Part I Asset and Liability Statement

1 Current value of plan assets and liabilities at the beginning and end of the plan year. Combine the value of plan assets held in more than one trust. Report the value of the plan's interest in a commingled fund containing the assets of more than one plan on a line-by-line basis unless the value is reportable on lines 1c(9) through 1c(14). Do not enter the value of that portion of an insurance contract which guarantees, during this plan year, to pay a specific dollar benefit at a future date. **Round off amounts to the nearest dollar.** MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 1b(1), 1b(2), 1c(8), 1g, 1h, and 1i. CCTs, PSAs, and 103-12 IEs also do not complete lines 1d and 1e. See instructions.

Assets		(a) Beginning of Year	(b) End of Year
a Total noninterest-bearing cash	1a		
b Receivables (less allowance for doubtful accounts):			
(1) Employer contributions	1b(1)	329900000	0
(2) Participant contributions	1b(2)		
(3) Other	1b(3)		
c General investments:			
(1) Interest-bearing cash (include money market accounts & certificates of deposit)	1c(1)		
(2) U.S. Government securities	1c(2)		
(3) Corporate debt instruments (other than employer securities):			
(A) Preferred	1c(3)(A)		
(B) All other	1c(3)(B)		
(4) Corporate stocks (other than employer securities):			
(A) Preferred	1c(4)(A)		
(B) Common	1c(4)(B)		
(5) Partnership/joint venture interests	1c(5)		
(6) Real estate (other than employer real property)	1c(6)		
(7) Loans (other than to participants)	1c(7)		
(8) Participant loans	1c(8)		
(9) Value of interest in common/collective trusts	1c(9)		
(10) Value of interest in pooled separate accounts	1c(10)	15603523	16457797
(11) Value of interest in master trust investment accounts	1c(11)	13205156858	13737213056
(12) Value of interest in 103-12 investment entities	1c(12)		
(13) Value of interest in registered investment companies (e.g., mutual funds)	1c(13)		
(14) Value of funds held in insurance company general account (unallocated contracts)	1c(14)	145625488	125744805
(15) Other	1c(15)		

		(a) Beginning of Year	(b) End of Year
1d Employer-related investments:			
(1) Employer securities	1d(1)		
(2) Employer real property	1d(2)		
e Buildings and other property used in plan operation	1e		
f Total assets (add all amounts in lines 1a through 1e)	1f	13696285869	13879415658
Liabilities			
g Benefit claims payable	1g		
h Operating payables	1h		
i Acquisition indebtedness	1i		
j Other liabilities	1j		
k Total liabilities (add all amounts in lines 1g through1j)	1k	0	0
Net Assets			
l Net assets (subtract line 1k from line 1f)	1l	13696285869	13879415658

Part II Income and Expense Statement

2 Plan income, expenses, and changes in net assets for the year. Include all income and expenses of the plan, including any trust(s) or separately maintained fund(s) and any payments/receipts to/from insurance carriers. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 2a, 2b(1)(E), 2e, 2f, and 2g.

Income		(a) Amount	(b) Total
a Contributions:			
(1) Received or receivable in cash from: **(A)** Employers	2a(1)(A)		
(B) Participants	2a(1)(B)	67839	
(C) Others (including rollovers)	2a(1)(C)		
(2) Noncash contributions	2a(2)		
(3) Total contributions. Add lines **2a(1)(A), (B), (C),** and line **2a(2)**	2a(3)		67839
b Earnings on investments:			
(1) Interest:			
(A) Interest-bearing cash (including money market accounts and certificates of deposit)	2b(1)(A)		
(B) U.S. Government securities	2b(1)(B)		
(C) Corporate debt instruments	2b(1)(C)		
(D) Loans (other than to participants)	2b(1)(D)		
(E) Participant loans	2b(1)(E)		
(F) Other	2b(1)(F)		
(G) Total interest. Add lines **2b(1)(A)** through **(F)**	2b(1)(G)		0
(2) Dividends: **(A)** Preferred stock	2b(2)(A)		
(B) Common stock	2b(2)(B)		
(C) Registered investment company shares (e.g. mutual funds)	2b(2)(C)		
(D) Total dividends. Add lines **2b(2)(A)**, **(B)**, and **(C)**	2b(2)(D)		0
(3) Rents	2b(3)		
(4) Net gain (loss) on sale of assets: **(A)** Aggregate proceeds	2b(4)(A)		
(B) Aggregate carrying amount (see instructions)	2b(4)(B)		
(C) Subtract line **2b(4)(B)** from line **2b(4)(A)** and enter result	2b(4)(C)		0

		(a) Amount	(b) Total
2b (5) Unrealized appreciation (depreciation) of assets: (A) Real estate	2b(5)(A)		
(B) Other	2b(5)(B)	7648255	
(C) Total unrealized appreciation of assets. Add lines 2b(5)(A) and (B)	2b(5)(C)		7648255
(6) Net investment gain (loss) from common/collective trusts	2b(6)		
(7) Net investment gain (loss) from pooled separate accounts	2b(7)		1415414
(8) Net investment gain (loss) from master trust investment accounts	2b(8)		910636773
(9) Net investment gain (loss) from 103-12 investment entities	2b(9)		
(10) Net investment gain (loss) from registered investment companies (e.g., mutual funds)	2b(10)		
c Other income	2c		
d Total income. Add all **income** amounts in column (b) and enter total	2d		919768281
Expenses			
e Benefit payment and payments to provide benefits:			
(1) Directly to participants or beneficiaries, including direct rollovers	2e(1)	736638492	
(2) To insurance carriers for the provision of benefits	2e(2)		
(3) Other	2e(3)		
(4) Total benefit payments. Add lines 2e(1) through (3)	2e(4)		736638492
f Corrective distributions (see instructions)	2f		
g Certain deemed distributions of participant loans (see instructions)	2g		
h Interest expense	2h		
i Administrative expenses: (1) Professional fees	2i(1)		
(2) Contract administrator fees	2i(2)		
(3) Investment advisory and management fees	2i(3)		
(4) Other	2i(4)		
(5) Total administrative expenses. Add lines 2i(1) through (4)	2i(5)		0
j Total expenses. Add all **expense** amounts in column (b) and enter total	2j		736638492
Net Income and Reconciliation			
k Net income (loss). Subtract line 2j from line 2d	2k		183129789
l Transfers of assets:			
(1) To this plan	2l(1)		
(2) From this plan	2l(2)		

Part III Accountant's Opinion

3 Complete lines 3a through 3c if the opinion of an independent qualified public accountant is attached to this Form 5500. Complete line 3d if an opinion is not attached.

a The attached opinion of an independent qualified public accountant for this plan is (see instructions):

(1) [ ] Unqualified (2) [ ] Qualified (3) [X] Disclaimer (4) [ ] Adverse

b Did the accountant perform a limited scope audit pursuant to 29 CFR 2520.103-8 and/or 103-12(d)? [X] Yes [ ] No

c Enter the name and EIN of the accountant (or accounting firm) below:

(1) Name: KPMG LLP (2) EIN: 13-5565207

d The opinion of an independent qualified public accountant is **not attached** because:

(1) [ ] This form is filed for a CCT, PSA, or MTIA. (2) [ ] It will be attached to the next Form 5500 pursuant to 29 CFR 2520.104-50.

Part IV Compliance Questions

4 CCTs and PSAs do not complete Part IV. MTIAs, 103-12 IEs, and GIAs do not complete 4a, 4e, 4f, 4g, 4h, 4k, 4m, 4n, or 5. 103-12 IEs also do not complete 4j and 4l. MTIAs also do not complete 4l.

During the plan year:

		Yes	No	Amount
a	Was there a failure to transmit to the plan any participant contributions within the time period described in 29 CFR 2510.3-102? Continue to answer "Yes" for any prior year failures until fully corrected. (See instructions and DOL's Voluntary Fiduciary Correction Program.)	**4a**		X	
b	Were any loans by the plan or fixed income obligations due the plan in default as of the close of the plan year or classified during the year as uncollectible? Disregard participant loans secured by participant's account balance. (Attach Schedule G (Form 5500) Part I if "Yes" is checked.)	**4b**		X	
c	Were any leases to which the plan was a party in default or classified during the year as uncollectible? (Attach Schedule G (Form 5500) Part II if "Yes" is checked.)	**4c**		X	
d	Were there any nonexempt transactions with any party-in-interest? (Do not include transactions reported on line 4a. Attach Schedule G (Form 5500) Part III if "Yes" is checked.)	**4d**		X	
e	Was this plan covered by a fidelity bond?	**4e**	X		90000000
f	Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty?	**4f**		X	
g	Did the plan hold any assets whose current value was neither readily determinable on an established market nor set by an independent third party appraiser?	**4g**		X	
h	Did the plan receive any noncash contributions whose value was neither readily determinable on an established market nor set by an independent third party appraiser?	**4h**		X	
i	Did the plan have assets held for investment? (Attach schedule(s) of assets if "Yes" is checked, and see instructions for format requirements.)	**4i**	X		
j	Were any plan transactions or series of transactions in excess of 5% of the current value of plan assets? (Attach schedule of transactions if "Yes" is checked, and see instructions for format requirements.)	**4j**		X	
k	Were all the plan assets either distributed to participants or beneficiaries, transferred to another plan, or brought under the control of the PBGC?	**4k**		X	
l	Has the plan failed to provide any benefit when due under the plan?	**4l**		X	
m	If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.)	**4m**		X	
n	If 4m was answered "Yes," check the "Yes" box if you either provided the required notice or one of the exceptions to providing the notice applied under 29 CFR 2520.101-3.	**4n**		X	

5a Has a resolution to terminate the plan been adopted during the plan year or any prior plan year? ☐ **Yes** ☒ **No**

If "Yes," enter the amount of any plan assets that reverted to the employer this year **Amount:**

5b If, during this plan year, any assets or liabilities were transferred from this plan to another plan(s), identify the plan(s) to which assets or liabilities were transferred. (See instructions.)

5b(1) Name of plan(s)	**5b(2)** EIN(s)	**5b(3)** PN(s)

SCHEDULE R (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Retirement Plan Information

This schedule is required to be filed under section 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6058(a) of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

2011

This Form is Open to Public Inspection.

For calendar plan year 2011 or fiscal plan year beginning 01/01/2011 and ending 12/31/2011

A Name of plan
UNITED TECHNOLOGIES CORPORATION EMPLOYEE RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
UNITED TECHNOLOGIES CORPORATION

D Employer Identification Number (EIN)
06-0570975

Part I Distributions

All references to distributions relate only to payments of benefits during the plan year.

1 Total value of distributions paid in property other than in cash or the forms of property specified in the instructions **1** 0

2 Enter the EIN(s) of payor(s) who paid benefits on behalf of the plan to participants or beneficiaries during the year (if more than two, enter EINs of the two payors who paid the greatest dollar amounts of benefits):

EIN(s): 06-1050034

Profit-sharing plans, ESOPs, and stock bonus plans, skip line 3.

3 Number of participants (living or deceased) whose benefits were distributed in a single sum, during the plan year. **3** 967

Part II Funding Information (If the plan is not subject to the minimum funding requirements of section of 412 of the Internal Revenue Code or ERISA section 302, skip this Part)

4 Is the plan administrator making an election under Code section 412(d)(2) or ERISA section 302(d)(2)? ..... ☐ **Yes** ☒ **No** ☐ **N/A**

If the plan is a defined benefit plan, go to line 8.

5 If a waiver of the minimum funding standard for a prior year is being amortized in this plan year, see instructions and enter the date of the ruling letter granting the waiver. **Date:** Month _____ Day _____ Year _____

If you completed line 5, complete lines 3, 9, and 10 of Schedule MB and do not complete the remainder of this schedule.

6 **a** Enter the minimum required contribution for this plan year (include any prior year accumulated funding deficiency not waived) **6a**

b Enter the amount contributed by the employer to the plan for this plan year **6b**

c Subtract the amount in line 6b from the amount in line 6a. Enter the result (enter a minus sign to the left of a negative amount) **6c**

If you completed line 6c, skip lines 8 and 9.

7 Will the minimum funding amount reported on line 6c be met by the funding deadline? ..... ☐ **Yes** ☐ **No** ☐ **N/A**

8 If a change in actuarial cost method was made for this plan year pursuant to a revenue procedure or other authority providing automatic approval for the change or a class ruling letter, does the plan sponsor or plan administrator agree with the change? ..... ☐ **Yes** ☐ **No** ☒ **N/A**

Part III Amendments

9 If this is a defined benefit pension plan, were any amendments adopted during this plan year that increased or decreased the value of benefits? If yes, check the appropriate box. If no, check the "No" box. ..... ☐ **Increase** ☐ **Decrease** ☐ **Both** ☒ **No**

Part IV ESOPs (see instructions). If this is not a plan described under Section 409(a) or 4975(e)(7) of the Internal Revenue Code, skip this Part.

10 Were unallocated employer securities or proceeds from the sale of unallocated securities used to repay any exempt loan? ..... ☐ **Yes** ☐ **No**

11 **a** Does the ESOP hold any preferred stock? ..... ☐ **Yes** ☐ **No**

b If the ESOP has an outstanding exempt loan with the employer as lender, is such loan part of a "back-to-back" loan? (See instructions for definition of "back-to-back" loan.) ..... ☐ **Yes** ☐ **No**

12 Does the ESOP hold any stock that is not readily tradable on an established securities market? ..... ☐ **Yes** ☐ **No**

Part V Additional Information for Multiemployer Defined Benefit Pension Plans

13 Enter the following information for each employer that contributed more than 5% of total contributions to the plan during the plan year (measured in dollars). See instructions. *Complete as many entries as needed to report all applicable employers.*

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify):

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

14 Enter the number of participants on whose behalf no contributions were made by an employer as an employer of the participant for:

a The current year	**14a**	
b The plan year immediately preceding the current plan year	**14b**	
c The second preceding plan year	**14c**	

15 Enter the ratio of the number of participants under the plan on whose behalf no employer had an obligation to make an employer contribution during the current plan year to:

a The corresponding number for the plan year immediately preceding the current plan year	**15a**	
b The corresponding number for the second preceding plan year	**15b**	

16 Information with respect to any employers who withdrew from the plan during the preceding plan year:

a Enter the number of employers who withdrew during the preceding plan year	**16a**	
b If item 16a is greater than 0, enter the aggregate amount of withdrawal liability assessed or estimated to be assessed against such withdrawn employers	**16b**	

17 If assets and liabilities from another plan have been transferred to or merged with this plan during the plan year, check box and see instructions regarding supplemental information to be included as an attachment. ☐

Part VI Additional Information for Single-Employer and Multiemployer Defined Benefit Pension Plans

18 If any liabilities to participants or their beneficiaries under the plan as of the end of the plan year consist (in whole or in part) of liabilities to such participants and beneficiaries under two or more pension plans as of immediately before such plan year, check box and see instructions regarding supplemental information to be included as an attachment ☐

19 If the total number of participants is 1,000 or more, complete items (a) through (c)

a Enter the percentage of plan assets held as:
Stock: 48% Investment-Grade Debt: 34% High-Yield Debt: 0% Real Estate: 4% Other: 14%

b Provide the average duration of the combined investment-grade and high-yield debt:
☐ 0-3 years ☐ 3-6 years ☐ 6-9 years ☒ 9-12 years ☐ 12-15 years ☐ 15-18 years ☐ 18-21 years ☐ 21 years or more

c What duration measure was used to calculate item 19(b)?
☒ Effective duration ☐ Macaulay duration ☐ Modified duration ☐ Other (specify):

UNITED TECHNOLOGIES CORPORATION
EMPLOYEE RETIREMENT PLAN

Financial Statements and Supplemental Schedule

December 31, 2011 and 2010

(With Independent Auditors' Report Thereon)

UNITED TECHNOLOGIES CORPORATION
EMPLOYEE RETIREMENT PLAN

Financial Statements and Supplemental Schedule

December 31, 2011 and 2010

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Note: Certain supplemental schedules specified by the Employee Retirement Income Security Act of 1974 (ERISA) are not applicable and have been omitted.

KPMG LLP
One Financial Plaza
755 Main Street
Hartford, CT 06103

Independent Auditors' Report

The Participants and Administrator
United Technologies Corporation Employee Retirement Plan:

We were engaged to audit the accompanying statements of net assets available for plan benefits of United Technologies Corporation Employee Retirement Plan (the Plan) as of December 31, 2011 and 2010 and the related statements of changes in net assets available for plan benefits for the years then ended, the statement of accumulated plan benefits as of December 31, 2010, and the related statement of changes in accumulated plan benefits for the year then ended, and the supplemental schedule H, Line 4i – Schedule of Assets (held at end of year) as of December 31, 2011. These financial statements and supplemental schedule are the responsibility of the Plan's management.

As permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974 (ERISA), the Plan Administrator instructed us not to perform, and we did not perform, any auditing procedures with respect to the information summarized in note 6, which was certified by Prudential Retirement Insurance and Annuity Company and Metropolitan Life Insurance Company (the Insurance Companies), and the information summarized in note 7, which was certified by The Bank of New York Mellon, N.A., the Trustee, (the Trustee), except for comparing such information with the related information included in the financial statements and supplemental schedule. We have been informed by the Plan Administrator that the Insurance Companies and Trustee hold the Plan's investment assets and execute investment transactions. The Plan Administrator has obtained certifications from the Insurance Companies and Trustee as of and for the years ended December 31, 2011 and 2010 that the information provided to the Plan Administrator by the Insurance Companies and Trustee is complete and accurate.

Because of the significance of the information that we did not audit, we are unable to, and do not, express an opinion on the accompanying financial statements and supplemental schedule taken as a whole. The supplemental schedule is presented for the purpose of additional analysis and is not a required part of the financial statements but is required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974. The form and content of the information included in the financial statements and supplemental schedule, other than that derived from the information certified by the Insurance Companies and Trustee, have been audited by us in accordance with auditing standards generally accepted in the United States of America and, in our opinion, are presented in compliance with the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA.

KPMG LLP

October 9, 2012

KPMG LLP is a Delaware limited liability partnership, the U.S. member firm of KPMG International Cooperative ("KPMG International"), a Swiss entity.

UNITED TECHNOLOGIES CORPORATION
EMPLOYEE RETIREMENT PLAN

Statements of Net Assets Available for Plan Benefits

December 31, 2011 and 2010

	2011	2010
Assets:		
Investments:		
Plan interest in Master Trust, at fair value, as certified by Trustee (note 7)	$ 13,737,213,056	13,205,156,858
Investment contracts with Insurance Companies, at contract value, as certified by Insurance Companies (note 6)	125,744,805	145,625,488
Investment in pooled separate accounts, at fair value, as certified by Metropolitan Life Insurance Company (note 6)	16,457,797	15,603,523
Total investments	13,879,415,658	13,366,385,869
Employer contributions receivable	—	329,900,000
Net assets available for plan benefits	$ 13,879,415,658	13,696,285,869

See accompanying notes to financial statements.

UNITED TECHNOLOGIES CORPORATION
EMPLOYEE RETIREMENT PLAN

Statements of Changes in Net Assets Available for Plan Benefits

Years ended December 31, 2011 and 2010

	2011	2010
Additions:		
Investment income:		
Investment income – plan interest in net appreciation, investment advisors' and trustee's fees, and investment income of Master Trust, as certified by Trustee (note 7)	$ 926,855,778	1,683,589,253
Interest income – investment contracts, as certified by Insurance Companies (note 6)	7,648,255	9,522,576
Net appreciation in pooled separate accounts, as certified by Metropolitan Life Insurance Company (note 6)	1,415,414	1,063,046
Total investment income	935,919,447	1,694,174,875
Employee contributions	67,839	72,865
Employer contributions	—	809,900,000
Total contributions	67,839	809,972,865
Total additions	935,987,286	2,504,147,740
Deductions:		
Benefit payments	(736,638,492)	(714,439,932)
Administrative expenses	(16,219,005)	(16,085,591)
Total deductions	(752,857,497)	(730,525,523)
Net increase	183,129,789	1,773,622,217
Net assets available for plan benefits:		
Beginning of year	13,696,285,869	11,922,663,652
End of year	$ 13,879,415,658	13,696,285,869

See accompanying notes to financial statements.

UNITED TECHNOLOGIES CORPORATION
EMPLOYEE RETIREMENT PLAN

Statement of Accumulated Plan Benefits

December 31, 2010

Actuarial present value of accumulated plan benefits:	
Vested benefits:	
Participants currently receiving payments	$ 7,110,701,542
Other participants	6,355,604,680
	13,466,306,222
Nonvested benefits	415,216,904
Total actuarial present value of accumulated plan benefits	$ 13,881,523,126

See accompanying notes to financial statements.

UNITED TECHNOLOGIES CORPORATION
EMPLOYEE RETIREMENT PLAN

Statement of Changes in Accumulated Plan Benefits

Year ended December 31, 2010

Actuarial present value of accumulated plan benefits at beginning of year	$ 12,532,114,279
Increase (decrease) during the year attributable to:	
Benefits accumulated	389,334,681
Increase for interest due to the decrease in the discount period	730,798,693
Benefits paid	(714,439,932)
Plan amendments (note 3)	942,435
Change in actuarial assumptions (note 3)	942,772,970
Net increase	1,349,408,847
Actuarial present value of accumulated plan benefits at end of year	$ 13,881,523,126

See accompanying notes to financial statements.

(1) Description of the Plan

(a) General

The United Technologies Corporation Employee Retirement Plan (the Plan) is a defined benefit retirement plan and, except for former participants of the Sundstrand Electric Power Systems Retirement Plan and certain former participants of the Kidde (US) Pension Plan, is noncontributory. The Plan covers certain domestic salaried employees of United Technologies Corporation and its subsidiaries (UTC). The Plan also covers the hourly paid employees at certain of UTC's factory locations, which are not covered by a collective bargaining agreement. Employees are eligible to participate after completing 1,000 hours of eligible service and the earlier of attaining (i) age 21 after January 1 or (ii) age 20½ after July 1 and six months of continuous service. The Plan is administered by UTC (the Plan Administrator) and is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA).

Effective July 1, 2002, a hypothetical account is to be maintained for each new salaried participant in which contributions are credited for the benefit of the individual and for all active salaried participants as of June 30, 2002 who selected the Cash Balance formula for future benefits. Participants who chose the Cash Balance formula for future benefits will receive benefits under a final average earnings formula for service through the date of election and under the cash balance formula for service subsequent to the date of election. Active participants as of June 30, 2002 who did not select the Cash Balance formula will continue to accrue benefits under the Final Average Earnings formula until December 31, 2014. All benefits under the Final Average Earnings formula will be frozen effective December 31, 2014. Affected participants will be eligible to continue to participate in the Plan under the Cash Balance formula beginning January 1, 2015.

All UTC salaried employees hired after December 31, 2009 will not be eligible to participate in the Plan with the exception of certain excluded employees.

The following brief description of the Plan is provided for general information purposes only. More complete information is provided by the Summary Plan Description and Plan Document, which are available from the Plan Administrator.

(b) Vesting and Benefit Provisions

Final Average Earnings

Under the terms of the Plan, participants eligible for the Final Average Earnings formula are fully vested after 5 years of service and are eligible for pension benefits upon retirement. Generally, participants are eligible for retirement at age 65. Employees may elect to receive their pension benefits in the form of a joint and survivor annuity, they may elect to receive the value of their accumulated plan benefits as a lump-sum distribution upon retirement or termination, or they may elect to receive their benefits as a life annuity payable monthly from retirement. Under the final average earnings formula, at retirement, eligible employees are entitled to monthly pension benefits based on either a percentage of final average earnings multiplied by years of credited service, subject to reductions determined by applying a specified percentage to the participant's social security amount, or a fixed benefit multiplied by the years of credited service. Eligible participants will receive early retirement benefits, reduced in a manner set forth in the plan document, based upon age

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and service at termination. If, upon termination, the present value of the pension benefit as of the participant's normal retirement age is equal to or less than $5,000, the vested portion of the benefit will be transferred to an IRA account if the participant does not elect otherwise. The Plan also provides for disability and pre-retirement death benefits for certain groups of employees. As noted above, all benefits under the Final Average Earnings formula will be frozen effective December 31, 2014.

Cash Balance

Under the terms of the Plan, participants eligible under the Cash Balance formula are fully vested after three years of service and are eligible for pension benefits upon the earlier of termination after vesting and retirement. Under the cash balance formula, for each calendar month, a pay credit will be added to the participant's cash balance account in an amount equal to the pay credit rate for the plan year times the earnings paid to the participant during the month. For each calendar month, an interest credit will be added to a participant's cash balance account in an amount equal to his or her cash balance account as of the last day of the immediately preceding calendar month times the monthly applicable interest rate for the calendar month. Under the cash balance formula of the Plan, certain participants may elect single lump-sum payments, rollover their single lump sum payment, or receive monthly annuity payments. Other participants may only choose to receive monthly benefit payments from the Plan upon retirement. If, upon termination, the present value of the pension benefit as of the participant's normal retirement age is equal to or less than $5,000, the vested portion of the benefit will be transferred to an IRA account if the participant does not elect otherwise. The Plan also provides for disability and pre-retirement death benefits.

(2) Summary of Accounting and Reporting Policies

The significant accounting and reporting policies followed by the Plan are summarized below:

(a) Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting.

(b) Payment of Benefits

Benefits are recorded when paid.

(c) Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of net assets available for plan benefits at the dates of the financial statements and the changes in net assets available for plan benefits during the reporting periods. The actuarial present value of accumulated plan benefits and contributions to the Plan are estimates which are based upon the actuarial methods and assumptions selected regarding salary rates, employee termination rates, mortality rates and other factors. Actual results could differ from those estimates.

(Continued)

(d) Contributions

Employer contributions are determined on an actuarial basis and are recorded during the plan year to which they pertain. Participants of the Plan who were former Sundstrand Electric Power Systems Retirement Plan participants may elect to contribute annually 1.5% of their total compensation. Participants of the Plan who were former employees of Kidde Dual Spectrum and were former Kidde (US) Pension Plan participants may elect to contribute annually 3% of their total compensation. Other participants are not eligible to contribute to the Plan.

(e) Administrative Expenses/Related Party Transactions

Expenses incurred in the administration of the Plan including fees paid to third-party administrators and other expenses, primarily actuarial fees, and Pension Benefit Guaranty Corporation (PBGC) premiums, are paid from the Plan's assets.

Certain plan investments are managed by the Trustee and Insurance Companies. These transactions qualify as party-in-interest transactions. For the years ended December 31, 2011 and 2010, fees paid by the Plan or allocated to the Plan in the Master Trust for investment advisory services and trustee services to the Trustee amounted to $40,760,007 and $42,401,934, respectively. For the years ended December 31, 2011 and 2010, fees paid by the Plan or allocated to the Plan in the Master Trust for investment advisory services, trustee and administrative expenses to the Insurance Companies amounted to $1,854,993 and $1,946,628, respectively.

(f) Investments in Insurance Contracts and Pooled Separate Accounts

The Plan's investments in insurance contracts are reported based upon unaudited statements certified by Prudential Retirement Insurance and Annuity Company (Prudential) and Metropolitan Life Insurance Company (the Insurance Companies) (see note 6). Under these contracts a portion of the investments are held in Immediate Participation Guarantee (IPG) Funds held by the Insurance Companies, and pooled separate accounts held by Metropolitan Life Insurance Company. The IPG Funds are reported at contract value based on the deposited assets plus interest on such assets less costs of administration and payment of benefits. Contract value approximates fair value. Interest is credited to the IPG Funds in accordance with the estimated allocation procedures of the Insurance Companies. Investments in pooled separate accounts are valued at fair value. The Insurance Companies have discretionary authority concerning investment of such deposits. The investments held in the IPG Funds were established prior to March 20, 1992 and therefore are reported at contract values as permitted by Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 960, *Plan Accounting – Defined Benefit Pension Plans*.

(g) Master Trust

The Plan's interest in the UTC Master Trust (Master Trust) is based upon the value of units of participation as certified by the Master Trust Trustee (see note 7). Master Trust investments are reported at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

The fair value of the Plan's interest in investment income (loss) and realized and unrealized appreciation (depreciation) in the market value of the invested assets of the Master Trust, net of

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investment advisory and trustee fees, is allocated to the Plan by the Trustee based on the Plan's proportionate interest in the Master Trust.

Purchases and sales of securities are recorded on a trade-date basis. Dividends are recorded on the ex-dividend date. Interest income is recorded as earned.

(h) Risks and Uncertainties

The investment managers retained by the Plan Administrator have discretion to invest Master Trust assets in derivative financial instruments to manage risk as well as to enhance yields. These derivatives are primarily in the form of forward foreign exchange contracts, and various equity and interest rate futures. Such derivative instruments are reported at fair value within the Master Trust, and the changes in fair value are reported currently in the net appreciation (depreciation) of the Master Trust and not deferred. The future foreign exchange contracts represent an obligation to receive or disburse the change in the market value of the index. A portion of the Master Trust's assets are invested in international securities. As a result, the Master Trust assets are exposed to risk from fluctuations in foreign exchange rates.

By nature, all financial instruments involve risk, generally market risk, arising from changes in stock and bond prices, interest rates or currency exchange rates, credit risk, and the risk that an issuer or counter party will default on an agreed-upon transaction.

Plan contributions are made and the actuarial present value of accumulated plan benefits are reported based on certain assumptions pertaining to interest rates, inflation rates and employee demographics, all of which are subject to change.

Due to uncertainties inherent in the estimations and assumptions process, it is at least reasonably possible that changes in these estimates and assumptions in the near term would be material to the financial statements.

(i) Fair Value Measurement

ASC Topic 820, *Fair Value Measurements*, provides the framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under ASC Topic 820 are described as follows:

- **Level 1** – The types of instruments classified as Level 1 are valued based on quoted market prices in active markets.

- **Level 2** – The types of instruments classified as Level 2 are valued based on inputs other than quoted prices that are observable for the asset, such as quoted prices for similar instruments in active markets or similar instruments in markets that are not active and model-based valuations for which all significant assumptions are observable or can be corroborated by observable market data.

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- **Level 3** – Investments classified as Level 3 have inputs based on unobservable price data. They typically trade infrequently and therefore have little or no price transparency. Fair value pricing is developed based on the best information available which can include the reporting entity's own data.

The preceding methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Plan Administrator believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Transfers between levels, if any, are recorded as of the date the transfer occurred.

The asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used maximize the use of observable inputs and minimize the use of unobservable inputs.

(j) Recent Accounting Pronouncements

In January 2010, the FASB issued Accounting Standards Update (ASU) No. 2010-06, *Fair Value Measurements and Disclosures (Topic 820), Improving Disclosures about Fair Value Measurements.* ASU No. 2010-06 outlines certain new disclosures and clarifies some existing disclosure requirements about fair value measurement as set forth in ASC Topic 820-10. ASU No. 2010-06 amends ASC Topic 820-10 to now require that (a) a reporting entity disclose separately the amounts of significant transfers in and out of Level 1 and Level 2 fair value measurements and describe the reasons for the transfers; and (b) in the reconciliation for fair value measurements using significant unobservable inputs, a reporting entity should present separately information about purchases, sales, issuances, and settlements. In addition, ASU No. 2010-06 clarifies existing disclosures on (a) how a reporting entity should provide fair value measurement disclosures for each class of assets and liabilities, and (b) how a reporting entity should provide disclosures about the valuation techniques and inputs used to measure fair value for both recurring and nonrecurring fair value measurements. ASU No. 2010-06 was effective for the Plan in 2010, except for the disclosures about purchases, sales, issuances and settlements in the roll forward activity in Level 3 fair value measurements. These disclosures became effective for the Plan in 2011. The adoption of the guidance did not have a material impact on the Plan's financial statements.

In May 2011, the FASB issued ASU No. 2011-04, *Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and International Financial Reporting Standards.* ASU No. 2011-04 provides a consistent definition of fair value and ensures that the fair value measurement and disclosure requirements are similar between U.S. GAAP and International Financial Reporting Standards. ASU No. 2011-04 specifies that in the absence of a Level 1 input for a fair value measure, a reporting entity should apply premiums or discounts when market participants would take them into account when pricing the asset or liability. In addition, the guidance enhances the disclosure requirements that reporting entities must provide quantitative information about inputs used within Level 3 of the fair value hierarchy. This pronouncement is effective for reporting periods beginning on or after December 15, 2011, with early adoption prohibited. The new guidance will

(Continued)

require prospective application. The Plan is currently evaluating the effect, if any, the provisions of this pronouncement will have on its financial statements.

(k) Reclassifications

Certain reclassifications have been made to the prior period financial statement and notes to conform with current period presentation.

(3) Actuarial Present Value of Accumulated Plan Benefits

Accumulated plan benefits are those future periodic payments, including lump sum distributions, that are attributable under the Plan's provisions to the service employees have rendered as of the actuarial valuation date. Accumulated plan benefits include benefits expected to be paid to (a) retired or terminated employees or their beneficiaries, (b) beneficiaries of employees who have died, and (c) present employees or their beneficiaries.

The actuarial present value of accumulated plan benefits is determined by the Plan's actuary and is that amount that results from applying actuarial assumptions to adjust the accumulated plan benefits to reflect the time value of money (through discounts for interest) and the probability of payment (by means of decrements such as for death, disability, withdrawal, or retirement) between the valuation date and the expected date of payment.

The significant actuarial assumptions used in the valuation to determine benefit obligations as of December 31, 2010 were:

	2010
a. Discount rate	5.40% per year
b. Mortality	RP-2000
c. Retirement age	Decrements averaging at age 61

The present value of accumulated plan benefits as of December 31, 2010 increased $942,435 mainly as a result of plan amendment benefit changes for various employee groups.

The present value of accumulated plan benefits as of December 31, 2010 increased by $942,772,970 due to changes in actuarial assumptions mainly as a result of the decrease in the discount rate assumption from 6.00% at December 31, 2009 to 5.40% at December 31, 2010.

The foregoing actuarial assumptions are based on the presumption that the Plan will continue. Were the Plan to terminate, different actuarial assumptions and other factors might be applicable in determining the actuarial present value of accumulated plan benefits.

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(4) Funding Policy

UTC's funding policy is to make periodic contributions to the Plan in amounts computed by the Plan's actuary using the Present Value of Accrued Benefits Method. This method and the actuarial assumptions have been designed to provide sufficient funds to pay benefits as they become payable under the Plan. UTC's contributions, if any, for the years ended December 31, 2011 and 2010 have met the minimum funding requirements of ERISA.

(5) Plan Termination

Although UTC has not expressed any intent to terminate the Plan, it may do so at any time. In the event the Plan terminates, the net assets generally will not be available on a pro rata basis to provide for participant's benefits. The maximum amount of PBGC guaranteed benefits for terminations in 2012 is $4,653 per month. In addition, liberalizations of benefits are phased into the PBGC guarantee at a rate of 20% per year from the date of certain amendments. Therefore, the incremental vested benefits due to certain amendments put into effect during the five years preceding the Plan termination would not be fully guaranteed by the PBGC. Whether all plan participants receive their full plan benefits, should the Plan terminate at some future time, would depend on the priority of these benefits and the sufficiency, at that time, of the Plan's net assets to provide those benefits and may also depend on the financial condition of the Plan Sponsor and the level of benefits guaranteed by the PBGC. Some benefits may be fully or partially provided for by the existing plan assets and the PBGC guarantee while other benefits may not be provided for at all.

Upon termination, UTC shall give notice to the PBGC and shall comply with its procedures and lawful orders. As soon as it may do so, UTC thereupon shall cause all amounts in the hands of the Trustee and Insurance Companies to be allocated and distributed in the manner and order set forth in Section 4044 of ERISA to the extent of the sufficiency of the Plan's assets.

Additional information concerning the priority order of participants' claims to the assets of the Plan upon termination can be obtained from the Summary Plan Description, which is available from the Plan Administrator.

(6) Immediate Participation Guarantee (IPG) Funds and Pooled Separate Accounts (Unaudited)

A portion of the Plan's assets are held in IPG Funds with the Insurance Companies and separate accounts with Metropolitan Life Insurance Company. Amounts invested in IPG Funds are primarily invested in Prudential's General Account under a contract established on January 1, 1978 and earn the same rate of return that Prudential's general fund achieves. The remaining assets in IPG Funds and pooled separate accounts are held by the Insurance Companies under various contracts. These contracts continue in perpetuity and may be terminated by either party. Under the terms of the IPG Funds' contracts, the Insurance Companies maintain separate accounting of investment income and expenses.

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The following is a summarization of the unaudited amounts held under the contracts certified by the Insurance Companies in accordance with Section 2520.103-5 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA:

	December 31	
	2011	2010
Immediate participation guarantee funds (contract value)	$ 125,744,805	145,625,488
Separate accounts held by Metropolitan Life Insurance Company (fair value)	16,457,797	15,603,523
Total investment contracts with insurance companies	$ 142,202,602	161,229,011

	Years ended December 31	
	2011	2010
Interest income	$ 7,648,255	9,522,576
Net appreciation in separate accounts	1,415,414	1,063,046
	$ 9,063,669	10,585,622

The following tables set forth by level, within the fair value hierarchy, the plan's assets in separate accounts held at fair value as of December 31, 2011 and 2010. The following tables do not include the plan's interest in the Master Trust because that information is presented in a separate table (See note 7).

	Fair value measurements as of December 31, 2011			
	Level 1	Level 2	Level 3	Fair value
Separate accounts (fixed income)	$ —	16,457,797	—	16,457,797
Total at fair value	$ —	16,457,797	—	16,457,797

	Fair value measurements as of December 31, 2010			
	Level 1	Level 2	Level 3	Fair value
Separate accounts (fixed income)	$ —	15,603,523	—	15,603,523
Total at fair value	$ —	15,603,523	—	15,603,523

(Continued)

Separate Accounts are valued at fair value based on underlying fixed income securities that are generally valued using current yields of similar instruments with comparable durations considering the credit-worthiness of the issuer. There have been no changes in the methodologies used at December 31, 2011 and 2010, and there were no transfers between levels for the year ended December 31, 2011.

(7) Investment in Master Trust (Unaudited)

UTC has entered into a Master Trust agreement with Bank of New York Mellon, N.A. as Trustee. Under this agreement, certain pension plans of UTC and its subsidiaries combine certain of their investments in the Master Trust.

Participating plans receive units of participation in this pool of investments based on their contributions to the Master Trust. The plans redeem units of participation to meet plan requirements to pay pension benefits and administrative expenses.

UTC stock held in the Master Trust had a fair value of $887,279,000 and $587,004,000 at December 31, 2011 and 2010, respectively. UTC stock held in the Master Trust represents approximately 5% and 3% of the Master Trust's Net Assets at December 31, 2011 and 2010, respectively.

(Continued)

The following is a summarization of the unaudited financial information and data for the Master Trust and the portion applicable to the Plan, certified by the Trustee in accordance with Section 2520.103-5 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA:

	December 31	
	2011	2010
	(In thousands)	
Assets:		
Short-term instruments:		
Cash and equivalents	$ 571,085	392,468
Securities held as collateral for securities lending	1,445	1,867,426
Equity securities, including $887,279 at 2011 and $587,004 at 2010 of UTC stock	4,376,372	4,526,294
Debt securities:		
Corporate debt	4,147,766	4,645,355
U.S. government and related agency obligations	1,602,610	795,607
Derivatives	40,947	41,948
Common collective trust	2,577,339	2,379,797
Real estate	854,849	562,810
Limited partnerships	3,656,509	3,234,414
Other	17,400	256,184
Subtotal	17,846,322	18,702,303
Interest and dividends receivable	65,121	73,680
Other receivables	54,420	208,244
Total assets	17,965,863	18,984,227
Liabilities:		
Other payables	89,955	112,370
Obligation to return securities lending collateral	1,445	1,867,481
Total liabilities	91,400	1,979,851
Net assets	$ 17,874,463	17,004,376
Net assets of the Master Trust allocable to the Plan	$ 13,737,213	13,205,157
Percentage of Plan's interest in the Master Trust	77%	78%

(Continued)

Master Trust Statement of Changes in Net Assets

	Year ended December 31	
	2011	2010
	(In thousands)	
Additions:		
Interest income	$ 322,226	333,287
Dividend income	119,072	89,738
Net appreciation in value of invested assets	758,944	1,740,920
Other income	54,340	43,934
Total net additions	1,254,582	2,207,879
Deductions:		
Investment advisors' and trustee's fees	(52,788)	(54,081)
Total deductions	(52,788)	(54,081)
Net increase prior to transfers	1,201,794	2,153,798
Net transfers	(331,707)	385,079
Net increase in net assets	870,087	2,538,877
Net assets:		
Beginning of year	17,004,376	14,465,499
End of year	$ 17,874,463	17,004,376
Net increase prior to transfer allocable to the Plan	$ 926,856	1,683,589
Percentage of Plan's interest in net increase prior to transfer	77%	78%

(Continued)

During the years ended December 31, 2011 and 2010, the Master Trust's investments (including investments bought and sold, as well as investments held during the year) appreciated (depreciated) as follows:

	Net appreciation (depreciation) in fair value	
	2011	2010
	(In thousands)	
Equity securities	$ (384,444)	534,392
Common collective trust	(82,149)	138,492
Debt securities	734,371	292,791
Limited partnerships	331,404	363,371
Derivatives	78,343	361,171
Real estate	68,612	60,012
Other	12,807	(9,309)
	$ 758,944	1,740,920

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2011 and 2010, and there were no transfers between levels for the year ended December 31, 2011.

Quoted market prices are used to value equity, certain actively traded debt, and mutual fund investments when available. Investments in securities traded on national and foreign securities exchanges are valued using the pricing services' reported sale prices on the last business day of the year or, if no sales were reported on that date, at the last reported bid prices.

Forward currency contracts, futures and options are valued at the exchange rates and market prices prevailing on the last business day of the year. Both exchange rates and market prices are readily available from published sources. Temporary cash investments are stated at fair value.

The Plan's interest in certain common collective trusts and limited partnerships are reported at the net asset value (NAV) reported by the fund managers. NAV is used to estimate the fair value of the Plan's interest therein, unless it is probable that all or a portion of the investment will be sold for an amount different from NAV. As of December 31, 2011, the Plan had no specific plans or intentions to sell investments at amounts different than NAV.

For securities that have no quoted market price, including those valued using NAV, many factors are considered in arriving at that fair market value, which include the following:

Common collective trusts invest in other public or private individual assets as determined and managed by the fund. The Plan's interest in the common/collective trust funds are based on the fair values of the underlying investments. Investments in collective trust funds are valued at their respective NAV per share/unit on the valuation date. There are no unfunded commitments and investments can be redeemed monthly with 30-120 days notice.

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Limited partnerships, also valued at NAV, principally private equity investments, are valued quarterly by the general partner using various valuation methods such as discounted cash flows, earnings multiples and market multiples. Valuation adjustments occur which reflect changes in operating results, financial condition, or prospects of the applicable portfolio company. Since valuation estimates are typically lagged a quarter, a third quarter roll-forward valuation process is used for fund level partnerships. This process takes into account latest reported valuation, monthly capital calls, management fees, return of capital, income distributions, and realized gains/losses.

For fixed-income securities, the market approach pricing methodology is primarily used where observable prices are obtained by market transactions involving identical or comparable securities of issuers with similar credit ratings. Mortgages have been valued on the basis of their future principal and interest payments discounted at prevailing interest rates for similar investments.

Real estate investments are valued on a quarterly basis; principally, rental property subject to long-term leases has been estimated on the basis of future rental receipts and estimated residual values discounted at interest rates commensurate with the risks involved. These valuation estimates are supplemented by third-party appraisals on an annual basis.

(Continued)

Fair value information for investments that are measured at fair value on a recurring basis is as follows at December 31, 2011 and 2010 (in thousands):

	Fair value measurements as of December 31, 2011			
	Level 1	Level 2	Level 3	Total
Cash and equivalents	$ 571,085	—	—	571,085
Equity:				
Aerospace/Defense	919,888	—	—	919,888
Automotive	108,197	—	—	108,197
Banks	197,635	—	—	197,635
Food and beverage	155,238	—	—	155,238
Chemicals	99,506	—	—	99,506
Computers	153,448	—	—	153,448
Financial services	146,694	—	—	146,694
Electrical components	136,417	—	—	136,417
Oil and gas	358,274	—	—	358,274
Healthcare	111,978	—	—	111,978
Insurance	104,585	—	—	104,585
Telecommunications	224,937	—	—	224,937
Pharmaceuticals	195,012	—	—	195,012
Retail	156,885	—	—	156,885
Software	111,555	—	—	111,555
Other	1,164,108	32,015	—	1,196,123
Total equity	4,344,357	32,015	—	4,376,372
Common collective trusts:				
Equities	—	749,637	25,580	775,217
Cash equivalents	—	1,385,565	—	1,385,565
Other	—	247,793	168,764	416,557
Common collective trusts	—	2,382,995	194,344	2,577,339
Debt securities:				
Banking and finance	—	786,671	—	786,671
Utilities	—	787,600	—	787,600
Other	1,519,714	2,653,577	2,814	4,176,105
Total debt	1,519,714	4,227,848	2,814	5,750,376
Limited partnerships:				
Private equities	—	1,516,203 (a)	1,407,862 (b)	2,924,065
Other	—	556,661 (c)	175,783 (d)	732,444
Limited partnerships	—	2,072,864	1,583,645	3,656,509
Derivatives	37,838	3,109	—	40,947
Real estate	—	—	854,849	854,849
Other	—	17,400	—	17,400
Securities held as collateral	—	1,445	—	1,445
Total assets at fair value	$ 6,472,994	8,737,676	2,635,652	17,846,322

(a) Includes investment in domestic private equity funds with monthly redemption frequency and 30 days notice.

(Continued)

(b) Includes investment in private equity both domestically and internationally. These investments can never be redeemed during the life of the funds. The life of the funds range up to 5 years and 5 years to 10 years for approximately 69% and 31%, respectively. Unfunded commitments total approximately $563 million.

(c) Includes investment in commingled funds with monthly redemption frequency and 30 days notice.

(d) Primarily includes real estate funds with quarterly redemption frequency and 60 days notice.

(Continued)

	Fair value measurements as of December 31, 2010			
	Level 1	Level 2	Level 3	Total
Cash and equivalents	$ 392,468	—	—	392,468
Equity:				
Mutual Funds	18,721	—	—	18,721
Financial services	418,856	—	—	418,856
Healthcare	173,058	—	—	173,058
Consumer non-durables	134,135	—	—	134,135
Consumer services	211,335	—	—	211,335
Energy	180,246	—	—	180,246
Technology	230,564	—	—	230,564
Basic industries	135,089	—	—	135,089
Capital goods	191,005	—	—	191,005
Utilities	106,109	—	—	106,109
Aerospace/Defense	598,643	—	—	598,643
Banks	139,530	—	—	139,530
Computers	145,572	—	—	145,572
Oil and gas	173,886	—	—	173,886
Pharmaceuticals	112,332	—	—	112,332
Other	1,528,720	27,978	515	1,557,213
Total equity	4,497,801	27,978	515	4,526,294
Common collective trusts:				
Equities	—	868,306	—	868,306
Cash equivalents	—	1,494,232	—	1,494,232
Other	—	—	17,259	17,259
Common collective trusts	—	2,362,538	17,259	2,379,797
Debt securities:				
Banking and finance	—	1,265,103	—	1,265,103
Industrial	—	613,296	—	613,296
Utilities	—	789,642	—	789,642
Other	663,720	2,109,201	—	2,772,921
Total debt	663,720	4,777,242	—	5,440,962
Limited partnerships:				
Private equities	—	1,165,788 (a)	1,372,033 (b)	2,537,821
Other	—	512,419 (c)	184,174 (d)	696,593
Limited partnerships	—	1,678,207	1,556,207	3,234,414
Derivatives	53,089	(11,141)	—	41,948
Real estate	—	—	562,810	562,810
Other		256,184	—	256,184
Securities held as collateral	—	1,867,426	—	1,867,426
Total assets at fair value	$ 5,607,078	10,958,434	2,136,791	18,702,303

(a) Includes investment in domestic private equity funds with monthly redemption frequency and 30 days notice.

(b) Includes investment in private equity both domestically and internationally. These investments can never be redeemed during the life of the funds. The life of the funds range up to 5 years and 5 years to

(Continued)

10 years for approximately 63% and 37%, respectively. Unfunded commitments total approximately $540 million.

(c) Includes investment in commingled funds with monthly redemption frequency and 30 days notice.

(d) Primarily includes real estate funds with quarterly redemption frequency and 60 days notice.

In preparing its ASC Topic 820 disclosures, the Plan has considered the nature of the underlying investments in classifying its investments by type and valuation level. The classification of investments in the Master Trust statement of net assets reflects a classification based on the structure of the investment. As an example, real estate held within a limited partnership structure may be classified differently. The Plan believes the presentation of investments by ASC Topic 820 valuation levels is representative of the required disclosures.

Level 3 Gains and Losses

The following tables set forth a summary of changes in the fair value of the plan's Level 3 assets for the years ended December 31, 2011 and 2010 (in thousands):

	Level 3 Assets					
	Equity	Debt	Limited Partnerships	Common Collective Trusts	Real Estate	Total
Balance at December 31, 2010	$ 515	—	1,556,207	17,259	562,810	2,136,791
Realized gains (losses)	(92)	—	112,934	(2,173)	(4,995)	105,674
Unrealized gains (losses) relating to instruments still held at the reporting date	29	(60)	34,694	7,810	73,608	116,081
Purchases	—	2,874	210,701	172,561	242,948	629,084
Sales	(452)	—	(330,891)	(1,113)	(19,522)	(351,978)
Balance at December 31, 2011	$ —	2,814	1,583,645	194,344	854,849	2,635,652

	Level 3 Assets					
	Equity	Debt	Limited Partnerships	Common Collective Trusts	Real Estate	Total
Balance at December 31, 2009	$ —	—	1,122,388	14,210	466,818	1,603,416
Realized gains (losses)	—	—	149,227	(140)	(190)	148,897
Unrealized gains (losses) relating to instruments still held at the reporting date	(29)	—	72,361	(2,054)	60,819	131,097
Purchases, sales, issuances and settlements (net)	544	—	212,231	5,243	35,363	253,381
Balance at December 31, 2010	$ 515	—	1,556,207	17,259	562,810	2,136,791

(Continued)

Securities Lending Activities

The Master Trust participates in a fee-based securities lending program whereby certain securities in the separate investment accounts are loaned to third-party brokers. The Master Trust retains control over loaned securities, which remain assets of the Master Trust and are not removed from the accounting records. The Master Trust has the ability to sell the securities while on loan. Fees received for loaning the securities, net of direct expenses, are recorded as interest income under the Master Trust. To minimize lending risk, the Securities Lending Agreement requires cash-collateral loans maintain collateralization ratios of 100% to 102% while non-cash-collateral loans maintain collateralization ratios of 100% to 105%. Collateral is priced daily and re-balanced as required. Cash collateral is invested during the period securities are on loan. The value of reinvested collateral has been reduced to reflect unrealized losses as a result of declines in market value. At December 31, 2011 and 2010, Master Trust assets lent under this arrangement had a market value of $0 and $321,345,976, respectively.

Derivative Financial Instruments

At December 31, 2011 and 2010, the Master Trust had open foreign currency contracts to purchase approximately $259,000,000 and $328,000,000, respectively, and sell approximately $259,000,000 and $328,000,000, respectively, of various foreign currencies.

(8) Tax Status of the Plan

The Internal Revenue Service has determined and informed the Plan Administrator by a letter dated December 14, 2009 that the Plan and related trust are designed in accordance with applicable sections of the Internal Revenue Code (IRC). The Plan has been amended since receiving the determination letter. The Plan Administrator and the Plan's tax counsel believe that the Plan is designed and is currently being operated in compliance with the applicable requirements of the IRC. Therefore, no provision for income taxes has been included in the Plan's financial statements.

GAAP requires plan management to evaluate uncertain tax positions taken by the Plan. The financial statement effects of a tax position are recognized when the position is more likely than not, based on the technical merits, to be sustained upon examination by the IRS. The Plan Administrator has analyzed the tax positions taken by the Plan and has concluded that as of December 31, 2011 there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements.

The Plan is subject to routine audits by taxing authorities; however, there are currently no audits in progress for any tax periods.

(9) Subsequent Events

The Plan evaluated subsequent events through October 9, 2012, the date of issuance of its financial statements and to determined that there are no items to disclose.

UNITED TECHNOLOGIES CORPORATION
EMPLOYEE RETIREMENT PLAN

Schedule H, Line 4i – Schedule of Assets (Held at End of Year)

December 31, 2011

(a)	(b) Identity of issuer, borrower, lessor, or similar party	(c) Description of investment including maturity date, rate of interest, collateral, par, or maturity value	(d) Cost of asset	(e) Current
*	Prudential Retirement Insurance and Annuity Company	Immediate Participation Guarantee Fund	$ 117,664,384	117,664,384
*	Metropolitan Life Insurance Company	Immediate Participation Guarantee Fund	8,080,421	8,080,421
	Metropolitan Life Insurance Company	Separate Accounts-Blackrock Managed Broad Market Bond Fund	14,468,808	16,457,797
	Total		$ 140,213,613	142,202,602

* Denotes a party-in-interest to the Plan

The information in this schedule has been certified as to its completeness and accuracy by Prudential Retirement Insurance and Annuity Company and Metropolitan Life Insurance Company in accordance with Section 2520.103-5 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA.

See accompanying independent auditors' report.

Schedule SB - Statement by Enrolled Actuary

Plan Sponsor	United Technologies Corporation
EIN/PN	06-0570975 / 001
Plan Name	UTC Employee Retirement Plan
Valuation Date	January 1, 2011
Enrolled Actuary	Jay Mitchell, F.S.A
Enrollment Number	11-05718

The actuarial assumptions that are not mandated by IRC § 430 and regulations, represent the enrolled actuary's best estimate of anticipated experience under the plan, subject to the following conditions:

The actuarial valuation, on which the information in this Schedule SB is based, has been prepared in reliance upon the employee and financial data furnished by the plan administrator and the trustee. The enrolled actuary has not made a rigorous check of the accuracy of this information but has accepted it after reviewing it and concluding it is reasonable in relation to similar information furnished in previous years. The amounts of contributions and dates paid shown in Item 18 of the Schedule SB were listed in reliance on information provided by the plan administrator and/or trustee.

United Technologies Corporation
Employee Retirement Plan
EIN: 06-0570975 PN: 001
Schedule SB, line 11 - Explanation of Interest Adjustment for Excess Contributions as of January 1, 2011

11.	Prior Year's excess Contributions to be added to Prefunding Balance	
a.	Excess Contributions and Replenishment	
(i)	Excess contributions	436,801,780
(ii)	Portion of carryover balance used that is eligible to be replenished	141,414,274
(iii)	Total excess contributions and Replenishment (item 38 from prior year)	578,216,054
b.	Interest	
(i)	Interest on a(i) using prior year's effective rate of 6.57%	28,697,877
(ii)	Interest on a(ii) using prior year's actual return of 15.04%	21,268,707
(iii)	Total Interest	49,966,584
c.	Total available at beginning of current plan year to add to prefunding balance (Item 11a(iii) + Item 11b(iii))	628,182,638
d.	Portion of (c.) to be added to prefunding balance	0

United Technologies Corporation
Employee Retirement Plan
EIN: 06-0570975 PN: 001
Schedule SB, line 22 - Description of Weighted Average Retirement Age

(1)	(2)	(3)	(4)	(5)
Age	Retirement Qx	tPx	Number of Expected Retirements =(2)x(3)	Weighted Retirement Age =(1)x(4)
55	0.050	1.000	0.050	2.750
56	0.050	0.950	0.048	2.660
57	0.100	0.903	0.090	5.144
58	0.100	0.812	0.081	4.711
59	0.100	0.731	0.073	4.313
60	0.150	0.658	0.099	5.921
61	0.100	0.559	0.056	3.411
62	0.250	0.503	0.126	7.801
63	0.250	0.377	0.094	5.945
64	0.250	0.283	0.071	4.530
65	1.000	0.212	0.212	13.802

WEIGHTED AVERAGE RETIREMENT AGE 60.988

United Technologies Corporation
Employee Retirement Plan
EIN: 06-0570975 PN:001
Schedule SB, Part V – Assumptions and Methods

Actuarial Assumptions and Methods — Contributions

Economic Assumptions

	Non-Rep
Interest rate basis:	
► Applicable month	September 2010
► Yield curve basis	Segment rates
Interest rates:	
First segment rate	3.78%
Second segment rate	6.31%
Third segment rate	6.57%
► Effective interest rate	6.27%
Annual rates of increase	
► Compensation	4.50%
► Future Social Security wage bases	3.00%
► Statutory limits on compensation	2.50%
Crediting rate on cash balance accounts	5.00%*

* Crediting rate for Rocketdyne cash balance accounts is 5.25%.

United Technologies Corporation
Employee Retirement Plan
EIN: 06-0570975 PN:001
Schedule SB, Part V – Assumptions and Methods

Demographic Assumptions

Inclusion date	The valuation date coincident with or next following the date on which the employee becomes a participant.
New or rehired employees	It was assumed there will be no new or rehired employees.
Mortality	
► Healthy	Separate rates for non-annuitants (based on RP-2000 “Employees” table without collar or amount adjustments, projected to 2026 using Scale AA) and annuitants (based on RP-2000 “Healthy Annuitants” table without collar or amount adjustments, projected to 2018 using Scale AA).
► Disabled	Separate rates for non-annuitants (based on RP-2000 “Employees” table without collar or amount adjustments, projected to 2026 using Scale AA) and annuitants (based on RP-2000 “Healthy Annuitants” table without collar or amount adjustments, projected to 2018 using Scale AA).
Termination	Rates varying by age and service See Exhibit A
Disability	Rates varying by age See Exhibit B
Retirement	Rates varying by age. For certain subplans, rates were increased to anticipate the sunset of the Retiree Medical program. See Exhibit C
Unpredictable Contingent Event Benefit (UCEB) assumptions	For Non-Rep, 10% of termination rates are assumed to be layoffs eligible for an additional year of service under certain plan formulas. These assumptions have been selected by the plan sponsor, and evaluation of the assumption(s) was outside the scope of Towers Watson’s assignment and would have required substantial additional work.

United Technologies Corporation
Employee Retirement Plan
EIN: 06-0570975 PN:001
Schedule SB, Part V – Assumptions and Methods

Form of payment	50% life annuity and 50% CA benefit (equally split between option 50% and option 100% CA); For Non-Rep Rocketdyne: 30% life annuity and 70% CA benefit (option 50%); For Non-Rep cash balance participants (other than HMR cash balance): for retirement and death, immediate lump sum; for vested termination, 75% immediate lump sum and 25% deferred to age 55 lump sum;
Percent married	100% at age 55 for subplans with the 100% CA annuity that allows non-spouse beneficiaries; 81% for all others in Non-Rep
Spouse age	Females three years younger than males.
Covered pay	For current year hires, the maximum of pay rate and the prior year's pensionable earnings, annualized and increased by 3.00%. For participants on leave of absence, pay rate. For all other participants, prior year's pensionable earnings increased by 3.00%. For Non-Rep, a minimum of $25,000 is placed on valuation pay for new hires.
Administrative expenses	For Non-Rep: 0.2% of the fair value of assets.
Loads	For Non-Rep, the PPA liability is increased by 0.5% to estimate the impact of the optional forms.
At-risk assumptions	N/A
Timing of benefit payments	Annuity payments are payable monthly at the beginning of the month.

United Technologies Corporation
Employee Retirement Plan
EIN: 06-0570975 PN:001
Schedule SB, Part V – Assumptions and Methods

Methods

Valuation date	First day of plan year
Funding target	Present value of accrued benefits
Target normal cost	Present value of benefits expected to accrue during plan year plus plan-related expenses expected to be paid from plan assets during plan year
Actuarial value of assets	Average of the fair market value of assets on the valuation date and the two immediately preceding valuation dates, adjusted for contributions, benefits, administrative expenses and expected earnings (with such expected earnings limited as described in IRS Notice 2009-22) . The average asset value must be within 10% of market value, including discounted contributions receivable (discounted using the effective interest rate for the 2010 plan year.)
Benefits not valued	All benefits described in the Plan Provisions section of this report were valued. Towers Watson has reviewed the plan provisions with United Technologies Corporation and, based on that review, is not aware of any significant benefits required to be valued that were not. The plan pays small benefits (with a present value up to $5,000 in a single lump sum payment. Such lump sums are not explicitly valued as such; rather such participants benefits are valued using the benefit choice assumptions described above.

United Technologies Corporation
Employee Retirement Plan
EIN: 06-0570975 PN:001
Schedule SB, Part V – Assumptions and Methods

Exhibit A

Termination Assumptions

Annual Rates per 1,000 Participants

Plan: Non-Rep

	Years of Service	
Age	0-5	5 and up
25	147.4	94.0
30	137.6	89.0
35	129.4	75.0
40	118.6	58.6
45	110.0	49.0
50	105.0	44.0
55	98.5	38.9
60	0.0	0.0
65	0.0	0.0
70	0.0	0.0
75	0.0	0.0
80	0.0	0.0

Note: 10% of above termination rates are assumed to be layoffs eligible for an additional year of service (UCEBs) under certain plan formulas.

United Technologies Corporation
Employee Retirement Plan
EIN: 06-0570975 PN:001
Schedule SB, Part V – Assumptions and Methods

Exhibit B

Disability Assumptions

Annual Rates per 1,000 Participants

Plan:	Non-Rep	
Age	Male	Female
25	0.5	0.6
30	0.6	0.9
35	0.9	1.5
40	1.4	2.0
45	2.6	3.3
50	5.1	5.5
55	9.6	8.5
60	14.7	10.9
65	0.0	0.0
70	0.0	0.0
75	0.0	0.0
80	0.0	0.0

United Technologies Corporation
Employee Retirement Plan
EIN: 06-0570975 PN:001
Schedule SB, Part V – Assumptions and Methods

Exhibit C

Retirement Assumptions

Age	Non-Rep
55	0.05
56	0.05
57	0.10
58	0.10
59	0.10
60	0.15
61	0.10
62	0.25
63	0.25
64	0.25
65	1.00

United Technologies Corporation
Employee Retirement Plan
EIN: 06-0570975 PN:001
Schedule SB, Part V – Summary of Plan Provisions

Plan	Changes	Effective Date
Non-Rep:		
All Subplans	All final average earnings related benefits under the Non-Rep Plan will be frozen effective December 31, 2014. Affected participants will be eligible to continue to participate in the Plan under the UTC 3% - 8% Cash Balance Plan beginning January 1, 2015. This change will first be reflected in the 2015 ERISA PPA valuation.	01/01/2015
Carrier SEC Taylor (HMR)	Monthly benefit level increased to $27.50 for up to 10 years of service, $30.00 for 10 to 20 years of service and $32.00 for over 20 years of service * Future increases also effective as of 7/1/2012 and 7/1/2013 (ultimate benefit levels of $31.50 / $34.00 / $36.00). Not reflected for 2011 ERISA valuation.	07/01/2011*
Fire & Security	Certain GE Security employees were added to the UTC 3% - 8% Cash Balance Plan with an opening balance.	01/01/2011

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
All Salaried Employees

Effective January 1, 2010, UTC salaried employees hired after December 31, 2009 will not be eligible to participate in the pension plan and will receive an company automatic fixed contribution in the UTC savings plan instead. Newly hired hourly management represented and Puerto Rico exempt employees will continue to be eligible to participate in the Non-Rep Pension Plan.

Effective January 1, 2015, all final average earnings related benefits under the Non-Rep Plan will be frozen. Affected participants will be eligible to continue to participate in the Plan under the UTC 3%-8% Cash Balance Plan beginning January 1, 2015. This plan change will not be considered for the ERISA valuation until 2015.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
All Salaried Employees
Cash Balance Plan

1. Eligibility

   a. Eligible Employees: Salaried employees of United Technologies Corporation who were hired between June 30, 2002 and December 31, 2009 or who elected the cash balance formula during My Pension.My Choice. to be effective as of April 1, 2003 (or as of a later cash balance effective date, where applicable). Select GE Security employees are eligible to participate beginning January 1, 2011.

   b. Participation Requirements: Eligible Employees become participants on the earlier of:

      - January 1 coincident with or following age 21
      - July 1 coincident with or following age 20 & 1/2 and 6 months of eligibility service

2. Accrued Benefit

   a. Formula: Cash balance account, equal to the sum of (i), (ii), minus (iii), if applicable; plus (iv), if applicable:

      (i) Pay Credits: Upon becoming an eligible participant, pay credits accrue from the date of hire or, for participants who elected the cash balance formula during My Pension.My Choice., from the cash balance effective date. Pay credits are added to the cash balance account at the end of each month and are expressed as a percentage of monthly earnings. Pay credits are based on attained age as of December 31 of the current year according to the table below:

Age as of December 31	Pay Credit as Percent of Earnings
Up to age 30	3%
Age 30 to 34	4%
Age 35 to 39	5%
Age 40 to 44	6%
Age 45 to 49	7%
Age 50 and above	8%

      Pay credits stop accruing when the participant retires, terminates or dies, that is, when the participant's credited service ends.

      (ii) Interest Credits: An interest credit is added to the account at the end of each month. It is equal to the product of the account balance as of the end of the prior month and 1/12 [or (1+i)^(1/12)-1] of the annual interest rate in effect for the year, but not less than 3.8%. The annual interest rate is set each January 1 and is based on the average yield on 30-year Treasury Bonds during the month of November of the prior year. Interest credits continue until the date payments begin.

(iii) The cash balance account of (a) certain Carrier Enterprises participants and (b) certain Otis participants will be offset by the amounts described below:

(a) For Carrier Enterprises participants who participate in the profit sharing plan (part of UTC Savings Plan II), the value of the post-March 31, 2003 notional profit sharing account will be offset.

(b) For Otis Group or Otis Local Group participants who participate in the National Elevator Industry Multi-Employer Pension Plan (NEI Pension Plan), the value of the NEI Pension Plan benefit attributable to service on or after April 1, 2003 will be offset.

(iv) If the Participant elected the cash balance formula during My Pension.My Choice., the accrued benefit under the prior Final Average Earnings (FAE) formula, frozen as of April 1, 2003 (or as of a later cash balance effective date, where applicable), will be paid under the rules of that prior formula. In general, any prior FAE benefit is only available as an annuity commencing at age 55 or later.

b. Definitions

(i) Earnings: Total compensation including overtime, bonuses, performance-related awards, shift differential payments, pre-tax contributions to the UTC Savings Plan, and pre-tax contributions for UTC Choice benefits, but excluding special awards (other than performance awards), foreign service premiums and allowances, stock option benefits, company contributions to other benefit plans, pay in lieu of vacation, severance pay, reimbursements, payments related to relocation expenses, amounts credited under a deferred compensation arrangement, or payments received instead of these items. Annual earnings are limited each year to the applicable Section 401(a)(17) pay limit, as indexed ($245,000 for 2010).

(ii) Maximum Benefit: A participant's benefit will not exceed the Section 415 limit, as indexed.

(iii) Continuous Service (service): The total period of a participant's employment, including service after Normal Retirement Date, as well as an approved leave of absence, illness, disability, or layoff not exceeding one year (two years for a child care leave or, if re-employed, two years for a layoff or military leave).

(iv) Credited Service: Continuous Service or, for participants who elected the cash balance formula during My Pension.My Choice., Continuous Service on or after the cash balance effective date, but excluding:

- a break in service which exceeds 30 days,
- leaves of absence without compensation in excess of one year,
- service counted as Credited Service under any other defined benefit retirement plan of the company,
- service prior to January 1, 1985 for former Plan A participants, and
- for layoffs occurring after December 31, 2004, any period of time following the date of layoff.

(v) Annuitization Basis (to convert cash balance account to life annuity): The annuitization basis is set each January 1 for the year, and is based on the IRS 417(e) basis for the month of November of the prior year, and the 417(e) government mandated mortality table.

3. Normal Retirement
   a. Date: First of the month following the date on which a participant attains age 65.
   b. Benefit: Cash balance account converted to an equivalent annuity payable monthly, or a lump sum payment option equal to the cash balance account.
4. Postponed Retirement
   a. Date: First of the month following retirement after the Normal Retirement Date.
   b. Benefit: Cash balance account converted to an equivalent annuity payable monthly, or a lump sum payment option equal to the cash balance account.
5. Vested Termination
   a. Eligibility: Termination of employment after completing three years of service, but before becoming eligible for normal or postponed retirement.
   b. Benefit: Cash balance account at termination, increased with accumulated monthly interest credits to the date payments commence, converted to an equivalent annuity payable monthly, or else a lump sum payment option equal to the cash balance account. A participant can commence payment of the benefit on the first day of any month following termination.
6. Disability Benefit
   a. Eligibility: Disability after completing ten years of service and qualified to receive Social Security disability benefits.
   b. Benefit: Cash balance account continues to earn pay credits, using base earnings at the date of disability, as well as interest credits during the period of disability, but not beyond the Normal Retirement Date. The cash balance account can be paid at any time, but, once paid, the pay credits and the interest credits will stop.
7. Pre-retirement Death Benefits
   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefit is payable:
   b. Benefit: If the participant dies after becoming vested, the spouse or beneficiary will receive the full account balance if the death occurs before the cash balance payments are scheduled to begin. The spouse can elect an annuity or to defer payment to as late as when the participant would have attained age 65.

8. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 10 year certain and continuous annuity

      (iii) 100% contingent annuity

      (iv) 75% contingent annuity

      (v) 66-2/3% contingent annuity

      (vi) 50% contingent annuity

      (vii) Life annuity for married participants

      (viii) Lump-Sum Payment

      The normal form of payment is converted to an optional form under 417(e) government mandated basis.

   c. Automatic Lump Sum Payment: for participants whose total benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Cash Balance Groups
Pratt & Whitney Hourly Management Represented

1. Eligibility

   a. Eligible Employees: Hourly management represented employees of Pratt & Whitney San Antonio Product Team, Pratt & Whitney Dallas Airfoil Repair Operations, Pratt & Whitney PSD Nordam, Pratt & Whitney Hourly Management Represented Wichita Falls and Pratt & Whitney Power Systems (Turbo Power & Marine) not covered by a collective bargaining agreement.

   b. Participation Requirements: Eligible Employees become participants on the later of:

      - January 1, 1999 (San Antonio), January 1, 2001 (Dallas), January 1, 2008 (Pratt PSD Nordam), January 1, 2008 (Pratt HMR Wichita Falls)
      - date of employment

2. Accrued Benefit

   a. Formula: Cash balance account, equal to the sum of (i) and (ii):

      (i) Pay Credits: At the end of each month, pay credits are added to the cash balance account and are expressed as a percentage of monthly earnings. Pay credits are based on attained age as of December 31 of the current year according to the table below:

Age as of December 31	Pay Credit as Percent of Earnings
Up to age 30	3.00%
Age 30 to 34	3.75%
Age 35 to 39	4.50%
Age 40 to 44	5.25%
Age 45 to 49	6.00%
Age 50 and above	7.00%

      Pay credits stop accruing when the participant retires, terminates (whether by reason of discharge, layoff or otherwise) or dies.

      (ii) Interest Credits: An interest credit is added to the account at the end of each month. It is equal to the product of the account balance as of the end of the prior month and 1/12 [or (1+i)^(1/12)-1] of the annual interest rate in effect for the year. The annual interest rate is set each January 1 and is based on the average yield on 30-year Treasury Bonds during the months of August and September of the prior year, subject to a minimum interest rate of 4.0%. Interest credits continue until the date payments begin.

b. Definitions

(i) Annual Earnings: Total compensation including overtime, bonuses, performance-related awards, shift differential payments, pre-tax contributions to the UTC Savings Plan, and pre-tax contributions for UTC Choice benefits, but excluding special awards (other than performance awards), foreign service premiums and allowances, stock option benefits, company contributions to other benefit plans, pay in lieu of vacation, severance pay, reimbursements, payments related to relocation expenses, amounts credited under a deferred compensation arrangement, or payments received instead of these items. Annual earnings are limited each year to the applicable Section 401(a)(17) pay limit, as indexed ($245,000 for 2010).

(ii) Maximum Benefit: A participant's benefit will not exceed the Section 415 limit, as indexed.

(iii) Continuous Service (service): The total period of a participant's employment, including service after Normal Retirement Date, as well as an approved leave of absence, illness, disability, or layoff not exceeding one year (two years for a child care leave or, if re-employed, two years for a layoff or military leave).

(iv) Credited Service: Continuous Service after January 1, 1999 (San Antonio) or January 1, 2001 (Dallas) or January 1 2008 (Pratt PSD Nordam and Pratt HMR Wichita Falls) but excluding:

- a break in service which exceeds 30 days,
- leaves of absence without compensation in excess of one year, and
- service counted as Credited Service under any other defined benefit retirement plan of the company

(v) Annuitization Basis (to convert cash balance account to life annuity): The annuitization basis is set each January 1 for the year, and is based on the IRS 417(e) basis for the months of August and September of the prior year, and the 417(e) government mandated mortality table.

3. Normal Retirement

a. Date: First of the month following the date on which a participant attains age 65.

b. Benefit: Cash balance account converted to an equivalent annuity payable monthly.

4. Early Retirement

a. Date: First of the month following retirement after the attainment of age 55 and the completion of 5 years of service, but before the Normal Retirement Date.

b. Benefit: Cash balance account converted to an equivalent annuity payable monthly.

5. Postponed Retirement

a. Date: First of the month following retirement after the Normal Retirement Date.

b. Benefit: Cash balance account converted to an equivalent annuity payable monthly.

6. Vested Termination

   a. Eligibility: Termination of employment after completing three years of service, but before becoming eligible for early, normal or postponed retirement.

   b. Benefit: Cash balance account at termination, increased with accumulated monthly interest credits to the date payments commence, converted to an equivalent annuity payable monthly. A participant can commence payment of the benefit on the first day of any month following the attainment of age 55.

7. Disability Benefit

   a. Eligibility: Disability after completing ten years of service and qualified to receive Social Security disability benefits.

   b. Benefit: Cash balance account continues to earn pay credits on any eligible pay received, as well as interest credits during the period of disability, but not beyond the Normal Retirement Date. A participant can commence payment of the benefit on the first day of any month following the attainment of age 55, at which time any pay credits and the interest credits will stop.

8. Pre-retirement Death Benefits

   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefits are payable:

   b. Benefit:

      (i) If the participant dies after becoming eligible for an early, normal or postponed retirement benefit, a 100% contingent annuitant benefit is payable, and payment commences immediately, or if the contingent annuitant is the spouse, as late as when the participant would have attained age 65.

      (ii) If the participant dies after completing 10 years of service and is married, but does not meet the requirements of (i) above, a 100% spouse's benefit is payable, and payment commences when the participant would have attained age 55, or age 65.

      (iii) If the participant dies after becoming vested and is married, but does not meet the requirements of (i) or (ii) above, a 50% spouse's benefit is payable, and payment commences when the participant would have attained age 55, or age 65.

9. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 10 year certain and continuous annuity

      (iii) 100% contingent annuity

      (iv) 75% contingent annuity

      (v) 66-2/3% contingent annuity

      (vi) 50% contingent annuity

      (vii) Life annuity for married participants

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Aerospace Non-Rep
Non-Howmet/Non-Sundstrand Divisions

1. Eligibility

   a. Eligible Employees: Employees of the Aerospace Group not covered by a collective bargaining agreement who were hired on or before June 30, 2002.

   b. Participation Requirements: Eligible Employees become participants on the earlier of:

      - January 1 coincident with or following age 21
      - July 1 coincident with or following age 20 & 1/2 and 6 months of eligibility service

2. Accrued Benefit

   a. Formula: The greatest of (i), (ii) or (iii) below:

      For employees who elected the cash balance formula during My Pension.My Choice., the accrued benefit below was frozen as of April 1, 2003 (or as of a later cash balance effective date, where applicable).

      (i) Pre-78 Benefit % x Final Average Earnings + 2% Final Average Earnings x post-77 Credited Service (max 20) + 1% Final Average Earnings x post-77 Credited Service in excess of 20

      Minus (a) or, for participants with pre-91 Credited Service, (b) if less

      (a) 1.5% Primary Social Security benefit x post-77 Credited Service (max 33-1/3)

      (b) 50% Primary Social Security benefit x post-77 Credited Service / Aerospace Group continuous service

      (ii) 1.5% Final Average Earnings x pre-78 Credited Service + 2% Final Average Earnings x post-77 Credited Service (max 20) + 1% Final Average Earnings x post-77 Credited Service in excess of 20

      Minus (a) or, for participants with pre-91 Credited Service, (b) if less

      (a) 1.5% Primary Social Security benefit x Credited Service (max 33-1/3)

      (b) 50% Primary Social Security benefit x Credited Service / Aerospace Group continuous service

      (iii) Graded benefit level of $276 for Final Average Earnings under $18,000 to $360 for Final Average Earnings of $30,000 and over x Credited Service.

      For purposes of determining the 50% Primary Social Security benefit offset, the Primary Social Security benefit earnings start at the date of participation in the Aerospace Group and end at the date of termination.

      For purposes of determining the 1.5% Primary Social Security benefit offset, the Primary Social Security benefit earnings start at the later of age 22 or 1951 and end at the date of retirement. For vested terminations, the Primary Social Security benefit earnings continue at the rate in effect before termination through age 65 (age 55 for the Rule of 65 benefit).

b. Definitions

(i) Annual Earnings: Total annual compensation as a participant including overtime, bonuses, performance-related awards, shift differential payments, pre-tax contributions to the UTC Savings Plan, and pre-tax contributions for UTC Choice benefits, but excluding special awards (other than performance awards), foreign service premiums and allowances, stock option benefits, company contributions to other benefit plans, pay in lieu of vacation, severance pay, reimbursements, payments related to relocation expenses, amounts credited under a deferred compensation arrangement, or payments received instead of these items. Annual earnings are limited each year to the applicable Section 401(a)(17) pay limit, as indexed ($245,000 for 2010). Base pay in the first and last partial year of participation is annualized. If applicable, earnings on or after the cash balance effective date are excluded.

(ii) Final Average Earnings: The average Annual Earnings for the highest five consecutive calendar years in the last ten calendar years before termination. Calendar years with zero earnings are excluded.

(iii) Maximum Benefit: A participant's benefit will not exceed the Section 415 limit, as indexed.

(iv) Continuous Service (service): The total period of a participant's employment, including service after Normal Retirement Date, as well as an approved leave of absence, illness, disability, or layoff not exceeding one year (two years for a child care leave or, if re-employed, two years for a layoff or military leave).

(v) Credited Service: Continuous Service but excluding:

- a break in service which exceeds 30 days,
- leaves of absence without compensation in excess of one year,
- service counted as Credited Service under any other defined benefit retirement plan of the company, and
- for participants who elected the cash balance formula during My Pension.My Choice., Continuous Service on or after the cash balance effective date

3. Normal Retirement

a. Date: First of the month following the date on which a participant attains age 65.

b. Benefit: The accrued benefit at retirement payable monthly.

4. Early Retirement

a. Date: First of the month following retirement after the attainment of age 55 and the completion of 10 years of service, but before the Normal Retirement Date.

b. Benefit: The accrued benefit at retirement payable monthly reduced 2.4% per year for each year benefit commencement precedes age 62. The benefit is unreduced if the participant retires on or after the attainment of age 62.

5. Postponed Retirement

a. Date: First of the month following retirement after the Normal Retirement Date.

b. Benefit: The accrued benefit at retirement payable monthly.

6. Vested Termination

   a. Eligibility: Termination of employment after completing three years of service, but before becoming eligible for early, normal or postponed retirement.

   b. Benefit: The accrued benefit at termination payable monthly commencing on the Normal Retirement Date. A participant can commence payment of the benefit on the first day of any month following the attainment of age 55, with the benefit reduced 5% per year for each year benefit commencement precedes the Normal Retirement Date.

   c. Rule of 65 Benefit: Participants terminating employment between ages 50 and 55 whose age plus service equals at least 65 are eligible to receive benefits commencing at age 55, with the benefit reduced as described in 4.b. above.

7. Disability Benefit

   a. Eligibility: Disability after completing ten years of service and qualified to receive Social Security disability benefits.

   b. Benefit: The accrued benefit payable monthly commencing on the Normal Retirement Date. Service and Credited Service continue up to Normal Retirement Date. Final Average Earnings and Social Security benefits in effect at disability are assumed to remain constant to Normal Retirement Date. Participants are eligible to receive a benefit commencing at early retirement, reduced as described in 4.b. above.

8. Pre-retirement Death Benefits

   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefits are payable:

   b. Benefit:

      (i) If the participant dies after becoming eligible for an early, normal or postponed retirement benefit, a 100% contingent annuitant benefit is payable, and payment commences immediately, reduced as described in 4.b. above, or if the contingent annuitant is the spouse, as late as when the participant would have attained age 65.

      (ii) If the participant dies after completing 10 years of service and is married, but does not meet the requirements of (i) above, a 100% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

      (iii) If the participant dies after becoming vested and is married, but does not meet the requirements of (i) or (ii) above, a 50% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

9. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 10 year certain and continuous annuity

      (iii) 100% contingent annuity

      (iv) 75% contingent annuity

      (v) 66-2/3% contingent annuity

      (vi) 50% contingent annuity

      (vii) Life annuity for married participants

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose total benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Aerospace Non-Rep
Howmet Salaried Divisions

1. Eligibility

   a. Eligible Employees: Salaried employees of the Howmet divisions not covered by a collective bargaining agreement who were hired on or before June 30, 2002.

   b. Participation Requirements*: Eligible Employees become participants on the earlier of:

      - January 1 coincident with or following age 21
      - July 1 coincident with or following age 20 & 1/2 and 6 months of eligibility service

      * Employees who were hired at Howmet prior to the sale to UTC became plan participants automatically upon the sale date of September 10, 1997.

2. Accrued Benefit

   a. Formula: For all participants, the greater of (i) or (ii), reduced at the Participant's election, by the actuarial equivalent of (iii):

      For employees who elected the cash balance formula during My Pension.My Choice., the accrued benefit below was frozen as of April 1, 2003 (or as of a later cash balance effective date, where applicable).

      (i) 2% Final Average Earnings x Credited Service (max 20 years) + 1% Final Average Earnings x Credited Service in excess of 20 years

      Minus

      1.5% Primary Social Security benefit x Credited Service (max 33-1/3)

      (ii) Graded benefit level of $276 for Final Average Earnings under $18,000 to $360 for Final Average Earnings of $30,000 and over x Credited Service.

      (iii) A lump sum distribution of the Cash Balance Account as of September 10, 1997 with interest compounded monthly through the distribution date, at the Cash Balance Interest Crediting Rate (if not distributed upon termination of employment).

      For purposes of determining the 1.5% Primary Social Security benefit offset, the Primary Social Security benefit earnings start at the later of age 22 or 1951 and end at the date of retirement. For vested terminations, the Primary Social Security benefit earnings continue at the rate in effect before termination through age 65 (age 55 for the Rule of 65 benefit).

b. Definitions

(i) Annual Earnings: Total annual compensation as a participant including overtime, bonuses, performance-related awards, shift differential payments, pre-tax contributions to the UTC Savings Plan, and pre-tax contributions for UTC Choice benefits, but excluding special awards (other than performance awards), foreign service premiums and allowances, stock option benefits, company contributions to other benefit plans, pay in lieu of vacation, severance pay, reimbursements, payments related to relocation expenses, amounts credited under a deferred compensation arrangement, or payments received instead of these items. Annual earnings are limited each year to the applicable Section 401(a)(17) pay limit, as indexed ($245,000 for 2010). Base pay in the first and last partial year of participation is annualized. If applicable, earnings on or after the cash balance effective date are excluded.

(ii) Final Average Earnings: The average Annual Earnings for the highest five consecutive plan years in the last ten plan years before termination. Last ten plan years may include pre-sale Howmet earnings.

(iii) Maximum Benefit: A participant's benefit will not exceed the Section 415 limit, as indexed.

(iv) Continuous Service (service):

Prior to September 10, 1997: Continuous service as determined under the rules of the prior Howmet plan.

On or After September 10, 1997: The total period of a participant's employment, including service after Normal Retirement Date, as well as an approved leave of absence, illness, disability or layoff not exceeding one year (two years for a child care leave, or if re-employed, two years for a layoff or a military leave).

(v) Credited Service: Continuous Service but excluding:

- a break in service which exceeds 30 days,
- leaves of absence without compensation in excess of one year,
- service counted as Credited Service under any other defined benefit retirement plan of the company, and
- for participants who elected the cash balance formula during My Pension.My Choice., Continuous Service on or after the cash balance effective date

Credited Service is based on the later of the date of hire or January 1, 1996.

(vi) Cash Balance Interest Crediting Rate: Reset annually based on:

- average of 1 year Treasury bill yields in November prior to Plan Year, plus 1%

3. Normal Retirement

a. Date: First of the month following the date on which a participant attains age 65.

b. Benefit: The accrued benefit at retirement payable monthly.

4. Early Retirement

   a. Date: First of the month following retirement after the attainment of age 55 and the completion of 10 years of service, but before the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly reduced 2.4% per year for each year the benefit commencement date precedes age 62. The benefit is unreduced if the participant retires on or after the attainment of age 62.

5. Postponed Retirement

   a. Date: First of the month following retirement after the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly.

6. Vested Termination

   a. Eligibility: Termination of employment after completing three years of service*, but before becoming eligible for early, normal or postponed retirement.

      * Participants active on the sale date are automatically vested in both their Cash Balance Account and UTC benefits.

   b. Benefit: The accrued benefit at termination payable monthly commencing on the Normal Retirement Date. A participant can commence payment of the benefit on the first day of any month following the attainment of age 55, with the benefit reduced 5% per year for each year the benefit commencement date precedes the Normal Retirement Date.

   c. Rule of 65 Benefit: Participants terminating employment between ages 50 and 55 whose age plus service is greater than or equal to 65 are eligible to receive benefits commencing at age 55, with the benefit reduced as described in section 4.b. above.

7. Disability Benefit

   a. Eligibility: Disability after completing 10 years of service and qualified to receive Social Security benefits.

   b. Benefit: The accrued benefit payable monthly commencing on the Normal Retirement Date. Service and Credited Service accrue to Normal Retirement Date. Final Average Earnings and Social Security benefits in effect at disability are assumed to remain constant to Normal Retirement Date. Participants are eligible to receive a benefit commencing at early retirement, reduced as described in 4.b. above.

8. Pre-retirement Death Benefits

   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefits are payable:

   b. Benefit:

      (i) If the participant dies after becoming eligible for an early, normal or postponed retirement benefit, a 100% contingent annuity benefit is payable and payment commences immediately, reduced as described in 4.b. above, or if the contingent annuitant is the spouse, as late as when the participant would have attained age 65.

      (ii) If the participant dies after completing 10 years of service and is married, but does not meet the requirements of (i) above, a 100% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

      (iii) If the participant dies after becoming vested and is married, but does not meet the requirements of (i) or (ii) above, a 50% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

   If the participant dies before meeting the requirements of (i) above and is not married, no survivor benefits are payable. However, a lump sum benefit equal to the Cash Balance Account plus interest is due to the estate or beneficiary(s) if so elected.

9. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 10 year certain and continuous annuity

      (iii) 100% contingent annuity

      (iv) 75% contingent annuity

      (v) 66-2/3% contingent annuity

      (vi) 50% contingent annuity

      (vii) Life annuity for married participants

      (viii) Partial lump sum*

         * Participants may withdraw their Cash Balance Account with interest at either termination or retirement.

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose total benefit has a lump sum

value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Aerospace Non-Rep
Howmet Hourly - Tulsa and Wichita Falls Divisions

1. Eligibility
   a. Eligible Employees: Hourly employees of the Howmet division not covered by a collective bargaining agreement at the Tulsa and Wichita Falls locations. Employees hired after December 31, 2007 at Wichita Falls are covered by the Pratt & Whitney Hourly Management Represented Cash Balance plan.
   b. Participation Requirements*: Eligible Employees become participants on the January 1 or July 1 coincident with or following the earlier of:
      - age 21 and one year of eligibility service
      - five years of eligibility service
        * Employees who were hired at Howmet prior to the sale to UTC became plan participants automatically upon the sale date of September 10, 1997.
2. Accrued Benefit
   a. Formula for Tulsa: The sum of (i) and (ii):
      (i) $180.00 x Howmet Credited Service (Howmet benefit)
      (ii) $192.00 x UTC Credited Service (UTC benefit)
   b. Formula for Wichita Falls: The sum of (i) and (ii)
      (i) $180.00 x Howmet Credited Service (Howmet benefit)
      (ii) Monthly benefit level from the table below based on Final Average Earnings frozen as of December 31, 2007 times months of UTC Credited Service from September 1, 1997 until December 31, 2007:

Final Average Earnings	Monthly Benefit Level
Under $25,000	$22.00
25,000 - 29,999	23.00
30,000 - 34,999	24.00
35,000 and over	25.00

      Effective January 1, 2008, the benefit formula follows the Pratt & Whitney Hourly Management Represented Cash Balance formula.
   c. Definitions
      (i) Annual Earnings: Total compensation as a participant including tax deferred contributions to the savings plan and pre-tax contributions for UTC Choice benefits, but excluding awards and reimbursements. Annual earnings are limited each year to the applicable Section 401(a)(17) pay limit, as indexed ($245,000 for 2010). Base pay rate in the first and last partial year of participation is annualized.
      (ii) Final Average Earnings: The average Annual Earnings for the highest five consecutive calendar years in the last ten calendar years before termination.

(iii) Continuous Service (service): The total period of a participant's employment, including service after the Normal Retirement Date.

(iv) Howmet Credited Service: The period of employment calculated under the prior Howmet plan through September 10, 1997.

(v) UTC Credited Service: Continuous Service after September 10, 1997 but excluding:

- a break in service which exceeds 30 days,
- leaves of absence without compensation in excess of one year, and
- service counted as Credited Service under any other defined benefit retirement plan of the company

3. Normal Retirement

a. Date: First of the month following the date on which a participant attains age 65.

b. Benefit: The accrued benefit at retirement payable monthly.

4. Early Retirement

a. Date: First of the month following retirement after the attainment of age 55 and the completion of 10 years of service, but before the Normal Retirement Date.

b. Benefit: The accrued benefit at retirement payable monthly reduced as follows:

(i) For Howmet benefit: The accrued benefit at retirement payable monthly reduced 3% per year for each year the benefit commencement date precedes the Normal Retirement Date.

(ii) For UTC benefit: The accrued benefit at retirement payable monthly reduced 2.4% per year for each year the benefit commencement date precedes age 62. The benefit is unreduced if the participant retires on or after the attainment of age 62.

5. Postponed Retirement

a. Date: First of the month following retirement after the Normal Retirement Date.

b. Benefit: The accrued benefit at retirement payable monthly.

6. Vested Termination

a. Eligibility: Termination of employment after completing three years of service, but before becoming eligible for early, normal or postponed retirement.

b. Benefit: The accrued benefit at termination payable monthly commencing on the Normal Retirement Date. A participant can commence payment of the benefit on the first day of any month following the attainment of age 55. The benefit is reduced as follows:

(i) For Howmet benefit: The accrued benefit at termination payable monthly reduced 3% per year for each year the benefit commencement date precedes the Normal Retirement Date.

(ii) For UTC benefit: The accrued benefit at termination payable monthly reduced 5% per year for each year the benefit commencement date precedes the Normal

Retirement Date.

7. Disability Benefit

   a. Eligibility: Disability after completing ten years of service and qualified to receive Social Security benefits.

   b. Benefit: The accrued benefit payable monthly commencing on the Normal Retirement Date. The accrued benefit is determined using the benefit multiplier in effect as of the disability onset date as determined by the Social Security Administration. Service and Credited Service continue up to Normal Retirement Date. Participants are eligible to receive a benefit commencing at early retirement, reduced as described in 4.b. above.

8. Pre-retirement Death Benefits

   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefits are payable:

   b. Benefit:

      (i) If the participant dies after becoming eligible for an early, normal or postponed retirement benefit, a 100% contingent annuity benefit is payable and payment commences immediately, reduced as described in 4.b. above, or if the contingent annuitant is the spouse, as late as when the participant would have attained age 55.

      (ii) If the participant dies after completing 10 years of service and is married, but does not meet the requirements of (i) above, a 100% spouse's benefit is payable. Payment of the UTC benefit commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

      The Howmet benefit is available to the spouse immediately, payable anytime on or after the first of the month following the month in which the participant dies. The Howmet benefit is reduced 3% per year from age 65 to age 55 and 2% per year under age 55. The lump sum option is available on this portion of the benefit.

      (iii) If the participant dies after becoming vested and is married, but does not meet the requirements of (i) or (ii) above, a 50% spouse's benefit is payable. Payment of the UTC benefit commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

      The Howmet benefit is available to the spouse immediately, payable anytime on or after the first of the month following the month in which the participant dies. The Howmet benefit is reduced 3% per year from age 65 to age 55 and 2% per year under age 55. The lump sum option is available on this portion of the benefit.

   If the participant dies before meeting the requirements of (i) above and is not married, no survivor benefits are payable. However, a lump sum benefit equal to 85% of the actuarial equivalent of the Howmet benefit calculated at the date of death is due to the estate.

9. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 10 year certain and continuous annuity*

      (iii) 100% contingent annuity

      (iv) 75% contingent annuity

      (v) 66-2/3% contingent annuity*

      (vi) 50% contingent annuity

      (vii) Life annuity for married participants

      (viii) Partial lump sum**

      * 10 year certain and continuous annuity and 66-2/3% contingent annuity are only available on the UTC benefit.

      ** Partial lump sum is available only on the Howmet benefit.

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Aerospace Non-Rep
PSD Nordam Hourly

1. Eligibility

   a. Eligible Employees: Hourly employees of the Nordam division not covered by a collective bargaining agreement. Employees hired after December 31, 2007 at PSD Nordam are covered by the Pratt & Whitney Hourly Management Represented Cash Balance Plan.

   b. Participation Requirements*: Eligible Employees become participants on the January 1 or July 1 coincident with or following the earlier of:

      - age 21 and one year of eligibility service
      - five years of eligibility service

        * Employees who were hired at Nordam prior to the sale to UTC became plan participants automatically upon the sale date of April 1, 1996.

2. Accrued Benefit

   a. Formula: $252.00 x Credited Service until December 31, 2007. Effective January 1, 2008 the benefit formula follows the Pratt & Whitney Hourly Management Represented Cash Balance formula

   b. Definitions

      (i) Continuous Service (service): The total period of a participant's employment, including service after the Normal Retirement Date.

      (ii) Credited Service: Continuous Service after April 1, 1996 but excluding:

         - a break in service which exceeds 30 days,
         - leaves of absence without compensation in excess of one year, and
         - service counted as Credited Service under any other defined benefit retirement plan of the company

3. Normal Retirement

   a. Date: First of the month following the date on which a participant attains age 65.

   b. Benefit: The accrued benefit at retirement payable monthly.

4. Early Retirement

   a. Date: First of the month following retirement after the attainment of age 55 and the completion of 10 years of service, but before the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly reduced 2.4% per year for each year the benefit commencement precedes age 62. The benefit is unreduced if the participant retires on or after the attainment of age 62.

5. Postponed Retirement

   a. Date: First of the month following retirement after the Normal Retirement Date.

b. Benefit: The accrued benefit at retirement payable monthly.

6. Vested Termination

   a. Eligibility: Termination of employment after completing three years of service, but before becoming eligible for early, normal or postponed retirement.

   b. Benefit: The accrued benefit at termination payable monthly commencing on the Normal Retirement Date. A participant can commence payment of the benefit on the first day of any month following the attainment of age 55, with the benefit reduced 5% per year for each year the benefit commencement precedes the Normal Retirement Date.

7. Disability Benefit

   a. Eligibility: Disability after completing ten years of service and qualified to receive Social Security benefits.

   b. Benefit: The accrued benefit payable monthly commencing on the Normal Retirement Date. The accrued benefit is determined using the benefit multiplier in effect as of the disability onset date as determined by the Social Security Administration. Service and Credited Service continue up to Normal Retirement Date. Participants are eligible to receive a benefit commencing at early retirement, reduced as described in 4.b. above.

8. Pre-retirement Death Benefits

   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefits are payable:

   b. Benefit:

      (i) If the participant dies after becoming eligible for an early, normal or postponed retirement benefit, a 100% contingent annuity benefit is payable and payment commences immediately, reduced as described in 4.b. above, or if the contingent annuitant is the spouse, as late as when the participant would have attained age 65.

      (ii) If the participant dies after completing 10 years of service and is married, but does not meet the requirements of (i) above, a 100% spouse's benefit is payable. Payment of the benefit commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

      (iii) If the participant dies after becoming vested and is married, but does not meet the requirements of (i) or (ii) above, a 50% spouse's benefit is payable. Payment of the benefit commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

9. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 10 year certain and continuous annuity

      (iii) 100% contingent annuity

      (iv) 75% contingent annuity

      (v) 66-2/3% contingent annuity

      (vi) 50% contingent annuity

      (vii) Life annuity for married participants

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Aerospace Non-Rep
Hamilton Sundstrand Puerto Rico Exempt

1. Eligibility

   a. Eligible Employees: Puerto Rico Exempt employees, not covered by a collective bargaining agreement.

   b. Participation Requirements: Eligible Employees become participants on the later of:

      - date of employment
      - May 9, 1992

2. Accrued Benefit

   a. Formula: the greater of (i) or (ii)

      (i) Career Accumulation Method (CAM)*: The sum of (a) and (b):

         (a) the greater of 2% of Annual Earnings (contributory years only) or $180

         (b) $180 (noncontributory years only)

         * a 2% increase is applied to the final accrued benefit under (i)

      (ii) Final Average Compensation Method (FAC): The sum of (a) and (b):

         (a) Graded benefit level of $300 for Final Average Earnings under $27,750 to $366 for Final Average Earnings of $34,050 and over x Credited Service (contributory years only)

         (b) $156 x Credited Service (noncontributory years only)

   b. Definitions

      (i) Annual Earnings: Total compensation as a participant including overtime, bonuses, pre-tax contributions and certain commissions. Annual earnings are limited each year to the applicable Section 401(a)(17) pay limit, as indexed ($245,000 for 2010).

      (ii) Final Average Earnings: The average Annual Earnings for the highest three plan years in the last ten plan years before termination. Calendar years with zero earnings are excluded.

      (iii) Maximum Benefit: A participant's benefit will not exceed the Section 415 limit, as indexed.

      (iv) Continuous Service (service): Assumed to be the same as Credited Service.

      (v) Credited Service: Elapsed, with fractional years prorated based on 365 days.

      (vi) Voluntary Employee Contributions: 1.5% of Annual Earnings, where employee can elect to contribute or not to contribute.

3. Normal Retirement

   a. Date: First of the month following the date on which a participant attains age 65 and completes 5 years of service.

   b. Benefit: The accrued benefit at retirement payable monthly.

4. Early Retirement

   a. Date: First of the month following retirement after the attainment of the earlier of age 60 and the completion of 10 years of service or the attainment of age 58 and the completion of 30 years of service, but before the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly reduced as follows:

      (i) if less than 30 years of service, the accrued benefit at retirement is the greater of the benefit described in 2.a.(i) above payable monthly reduced 4% per year for each year benefit commencement precedes age 65, or the accrued benefit at retirement described in 2.a.(ii) above, unreduced.

      (ii) if 30 or more years of service and under age 60, the accrued benefit at retirement described in 2.a. above payable monthly reduced 3% per year for each year benefit commencement precedes age 60.

   c. Early Retirement Supplement:

      (i) Eligibility: Retire before age 62

      (ii) Benefit: $132 x Credited Service, payable until the earlier of age 62 or death.

   d. Special Early Retirement Supplement:

      (i) Eligibility: Retire between ages 58 and 60 with at least 30 years of service, or retire between ages 60 and 62 with at least 25 years of service.

      (ii) Benefit: $1,200 per year payable to age 60 and $2,400 per year payable from age 60 to age 62.

5. Postponed Retirement

   a. Date: First of the month following retirement after the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly.

6. Vested Termination

   a. Eligibility: Termination of employment after completing three years of service, but before becoming eligible for early, normal or postponed retirement.

   b. Benefit: The accrued benefit at termination payable monthly commencing on the Normal Retirement Date. A participant can commence payment of the benefit as described in 4.a. above, with the benefit reduced 6% for each year the benefit commencement date precedes the Normal Retirement Date.

7. Pre-retirement Death Benefits

   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefits are payable:

   b. Benefit:

      (i) If the participant dies after becoming eligible for an early, normal or postponed retirement benefit or completing 25 years of service or attaining age 50 with 15 years of service, a 55% contingent annuity benefit is payable and payment commences immediately, reduced based on age and service of participant, or if the contingent annuitant is the spouse, as late as when the participant would have attained age 65.

      (ii) If the participant dies after becoming vested and is married, but does not meet the requirements of (i) above, a 55% spouse's benefit is payable, and payment commences when the participant would have attained age 65.

8. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 55% joint and survivor annuity for married participants

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 100% contingent annuity

      (iii) 75% contingent annuity

      (iv) 55% contingent annuity

      (v) 50% contingent annuity

      (vi) Life annuity for married participants

      (vii) Lump sum

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Aerospace Non-Rep
Hamilton Sundstrand Aerospace Divisions

1. Eligibility

   a. Eligible Employees: Salaried employees of the Sundstrand Aerospace divisions, not covered by a collective bargaining agreement who were hired on or before June 30, 2002.

   b. Participation Requirements*: Eligible Employees become participants on the earlier of:

      - January 1 coincident with or following age 21
      - July 1 coincident with or following age 20 & 1/2 and 6 months of eligibility service

        * Employees who were hired at Sundstrand Aerospace prior to the sale to UTC became plan participants automatically upon January 1, 2000.

2. Accrued Benefit

   a. Formula:

      The greater of (i) or (ii), plus (iii) below:

      For employees who elected the cash balance formula during My Pension.My Choice., the accrued benefit below was frozen as of April 1, 2003 (or as of a later cash balance effective date, where applicable).

      (i) 2% Final Average Earnings x Credited Service (max 20 years) + 1% Final Average Earnings x Credited Service in excess of 20 years

      Minus

      1.5% Primary Social Security benefit x Credited Service (max 33-1/3)

      (ii) Graded benefit level of $276 for Final Average Earnings under $18,000 to $360 for Final Average Earnings of $30,000 and over x Credited Service.

      (iii) For participants hired prior to sale date:

      Benefit accrued as of December 31, 1999 under the Sundstrand Aerospace plan provisions multiplied by the Special UTC Final Average Earnings divided by Sundstrand Final Average Earnings as of December 31, 1999.

      For purposes of determining the 1.5% Primary Social Security benefit offset, the Primary Social Security benefit earnings start at the later of age 22 or 1951 and end at the date of retirement. For vested terminations, the Primary Social Security benefit earnings continue at the rate in effect before termination through age 65 (age 55 for the Rule of 65 benefit).

b. Definitions

(i) Annual Earnings: Total annual compensation as a participant including overtime, bonuses, performance-related awards, shift differential payments, pre-tax contributions to the UTC Savings Plan, and pre-tax contributions for UTC Choice benefits, but excluding special awards (other than performance awards), foreign service premiums and allowances, stock option benefits, company contributions to other benefit plans, pay in lieu of vacation, severance pay, reimbursements, payments related to relocation expenses, amounts credited under a deferred compensation arrangement, or payments received instead of these items. Annual earnings are limited each year to the applicable Section 401(a)(17) pay limit, as indexed ($245,000 for 2010). Base pay in the first and last partial year of participation is annualized. If applicable, earnings on or after the cash balance effective date are excluded.

(ii) Final Average Earnings: The average Annual Earnings for the highest five consecutive plan years in the last ten plan years before termination. Last ten plan years may include pre-sale Sundstrand earnings. Calendar years with zero earnings are excluded.

(iii) Special UTC Final Average Earnings: The average Annual Earnings for the highest three consecutive plan years in the last ten plan years before termination. Last ten plan years may include pre-sale Sundstrand earnings. Calendar years with zero earnings are excluded.

(iv) Sundstrand Final Average Earnings: The average annual earnings for the three plan years 1997, 1998 and 1999. Annual earnings is based on the Sullair definition as described under the prior Sundstrand Plan.

(v) Maximum Benefit: A participant's benefit will not exceed the Section 415 limit, as indexed.

(vi) Continuous Service (service):

Prior to January 1, 2000: Continuous service as determined under the rules of the prior Sundstrand Aerospace plan.

On or After January 1, 2000: The total period of a participant's employment, including service after Normal Retirement Date, as well as an approved leave of absence, illness, disability or layoff not exceeding one year (two years for a child care leave, or if re-employed, two years for a layoff or a military leave).

(vii) Credited Service: Continuous Service but excluding:

- a break in service which exceeds 30 days,
- leaves of absence without compensation in excess of one year,
- service counted as Credited Service under any other defined benefit retirement plan of the company, and
- for participants who elected the cash balance formula during My Pension.My Choice., Continuous Service on or after the cash balance effective date

Credited Service is based on the later of the date of hire or January 1, 2000.

3. Normal Retirement

   a. Date: First of the month following the date on which a participant attains age 65.

   b. Benefit: The accrued benefit at retirement payable monthly.

4. Early Retirement

   a. Date: First of the month following retirement after the attainment of age 55 and the completion of 10 years of service, but before the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly reduced 2.4% per year for each year the benefit commencement date precedes age 62. The benefit is unreduced if the participant retires on or after the attainment of age 62. This reduction is only applicable to the portion of the benefit that began accruing as of January 1, 2000. The portion of the benefit accrued to December 31, 1999 is reduced according to the provisions of the Sundstrand Aerospace plan.

   c. Special Age 65 Benefits: Only participants who were eligible to retire on January 1, 2000, and were hired prior to January 1, 1992. If the participant retires after age 55 and completing 5 years of service, $9.70 per month payable at age 65.

5. Postponed Retirement

   a. Date: First of the month following retirement after the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly.

6. Vested Termination

   a. Eligibility: Termination of employment after completing three years of service, but before becoming eligible for early, normal or postponed retirement.

   b. Benefit: The accrued benefit at termination payable monthly commencing on the Normal Retirement Date. A participant can commence payment of the benefit on the first day of any month following the attainment of age 55, with the benefit reduced 5% per year for each year the benefit commencement date precedes the Normal Retirement Date, applicable only to the portion of the benefit that began accruing as of January 1, 2000. The portion of the benefit accrued to December 31, 1999 is reduced according to the provisions of the Sundstrand Aerospace plan.

   c. Rule of 65 Benefit: Participants terminating employment between ages 50 and 55 whose age plus service is greater than or equal to 65 are eligible to receive benefits commencing at age 55, with the benefit reduced as described in section 4.b. above. The portion of the benefit accrued to December 31, 1999 is reduced according to the provisions of the Sundstrand Aerospace plan.

7. Disability Benefit

   a. Eligibility: Disability after completing 10 years of service and qualified to receive Social Security benefits.

   b. Benefit: The accrued benefit payable monthly commencing on the Normal Retirement Date. Service and Credited Service accrue to Normal Retirement Date. Final Average Earnings and Social Security benefits in effect at disability are assumed to remain constant to Normal Retirement Date. Participants are eligible to receive a benefit

commencing at early retirement, reduced as described in 4.b. above.

8. Pre-retirement Death Benefits

   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefits are payable:

   b. Benefit:

      (i) If the participant dies after becoming eligible for an early, normal or postponed retirement benefit, a 100% contingent annuity benefit is payable and payment commences immediately, reduced as described in 4.b. above, or if the contingent annuitant is the spouse, as late as when the participant would have attained age 65.

      (ii) If the participant dies after completing 10 years of service and is married, but does not meet the requirements of (i) above, a 100% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

      (iii) If the participant dies after becoming vested and is married, but does not meet the requirements of (i) or (ii) above, a 50% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

9. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 10 year certain and continuous annuity

      (iii) 100% contingent annuity

      (iv) 75% contingent annuity

      (v) 66-2/3% contingent annuity

      (vi) 50% contingent annuity

      (vii) Life annuity for married participants

      (viii) Partial lump sum*

         * Participants may elect to receive a lump sum payment for the Pre-92 Sundstrand portion of their benefit, at termination or retirement.

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose total benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Aerospace Non-Rep
Plan A Hourly

1. Eligibility
   a. Eligible Employees: Hourly employees of the company located at the Pratt & Whitney, Columbus, Georgia location and Pratt & Whitney ORCS.
   b. Participation Requirements: Eligible Employees become participants on the earlier of:
      - January 1 coincident with or following age 21
      - July 1 coincident with or following age 20 & 1/2 and 6 months of service
2. Accrued Benefit
   a. Formula: Monthly benefit level from the table below based on Final Average Earnings times months of Credited Service:

Final Average Earnings	Monthly Benefit Level
Under $27,000	$28.00
27,000 - 28,999	30.00
29,000 - 30,999	32.00
31,000 - 32,999	34.00
33,000 – 34,999	35.00
35,000 – 36,999	36.00
37,000 and over	37.00

   b. Definitions
      (i) Annual Earnings: Total compensation as a participant including tax deferred contributions to the savings plan and pre-tax contributions for UTC Choice benefits, but excluding awards and reimbursements. Annual earnings are limited each year to the applicable Section 401(a)(17) pay limit, as indexed ($245,000 for 2010). Base pay rate in the first and last partial year of participation is annualized.
      (ii) Final Average Earnings: The average Annual Earnings for the highest five consecutive calendar years in the last ten calendar years before termination.
      (iii) Maximum Benefit: A participant's benefit will not exceed the Section 415 limit, as indexed.
      (iv) Continuous Service (service): The total period of a participant's employment, including service after Normal Retirement Date.
      (v) Credited Service: Continuous Service but excluding:
         - a break in service which exceeds 30 days,
         - leaves of absence without compensation in excess of one year, and
         - service counted as Credited Service under any other defined benefit retirement plan of the company.

3. Normal Retirement
   a. Date: First of the month following the date on which a participant attains age 65.
   b. Benefit: The accrued benefit at retirement payable monthly.
4. Early Retirement
   a. Date: First of the month following retirement after the attainment of age 55 and the completion of 10 years of service, but before the Normal Retirement Date.
   b. Benefit: The accrued benefit at retirement payable monthly reduced 2.4% per year for each year benefit commencement precedes age 62. The benefit is unreduced if the participant retires on or after the attainment of age 62.
5. Postponed Retirement
   a. Date: First of the month following retirement after the Normal Retirement Date.
   b. Benefit: The accrued benefit at retirement payable monthly.
6. Vested Termination
   a. Eligibility: Termination of employment after completing three years of service, but before becoming eligible for early, normal or postponed retirement.
   b. Benefit: The accrued benefit at termination payable monthly commencing on the Normal Retirement Date. A participant can commence payment of the benefit on the first day of any month following the attainment of age 55, with the benefit reduced 6% per year for each year benefit commencement precedes the Normal Retirement Date.
   c. Rule of 65 Benefit: Participants terminating employment between age 50 and 55 whose age plus service equals at least 65 are eligible to receive benefits commencing at age 55, with the benefit reduced as described in 4b above.
7. Disability Benefit
   a. Eligibility: Disability after completing 10 years of service and receiving Social Security disability benefits.
   b. Benefit: The accrued benefit at disability payable monthly commencing on the first of the month following one year of disability and continuing during the participant's lifetime until the earliest of:
      (i) the date Social Security disability benefits cease
      (ii) the date early retirement benefits commence
      (iii) the Normal Retirement Date

8. Pre-retirement Death Benefits

   a. Eligibility: If a vested participant (or former participant) dies prior to receiving an early, normal or postponed retirement benefit, the following benefits are payable:

   b. Benefit:

      (i) If the participant dies after becoming eligible for an early, normal or postponed retirement benefit, a 100% contingent annuitant benefit is payable, and payment commences immediately, reduced as described in 4.b. above, or if the contingent annuitant is the spouse, as late as when the participant would have attained age 65.

      (ii) If the participant dies after completing 10 years of service and is married, but does not meet the requirements of (i) above, a 100% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

      (iii) If the participant dies after becoming vested and is married, but does not meet the requirements of (i) or (ii) above, a 50% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

9. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 10 year certain and continuous annuity

      (iii) 100% contingent annuity

      (iv) 75% contingent annuity

      (v) 66-2/3% contingent annuity

      (vi) 50% contingent annuity

      (vii) Life annuity for married participants

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Aerospace Non-Rep
Plan A Salaried

1. Eligibility

   a. Eligible Employees: Salaried employees of the company at Sikorsky Support Services, Inc. – Troy not covered by a collective bargaining agreement who were hired on or before June 30, 2002.

   b. Participation Requirements: Eligible Employees become participants on the earlier of:

      - January 1 coincident with or following age 21
      - July 1 coincident with or following age 20 & 1/2 and 6 months of service

2. Accrued Benefit

   a. Formula: the greater of (i) or (ii):

      For employees who elected the cash balance formula during My Pension.My Choice., the accrued benefit below was frozen as of April 1, 2003 (or as of a later cash balance effective date, where applicable).

      (i) 1.5% Final Average Earnings x Credited Service

      Minus (a) or, for participants with pre-91 Credited Service, (b) if less

      (a) 1.5% Primary Social Security benefit x Credited Service (max 33-1/3)

      (b) 50% Primary Social Security benefit x Credited Service/continuous service

      (ii) $240 x Credited Service

      For purposes of determining the 50% Primary Social Security benefit offset, the Primary Social Security benefit earnings start at the date of hire and end at the date of termination.

      For purposes of determining the 1.5% Primary Social Security benefit offset, the Primary Social Security benefit earnings start at the later of age 22 and 1951 and end at the date of retirement. For vested terminations, the Primary Social Security benefit earnings continue at the rate in effect before termination through age 65 (age 55 for the Rule of 65 benefit).

b. Definitions

(i) Annual Earnings: Total annual compensation as a participant including overtime, bonuses, performance-related awards, shift differential payments, pre-tax contributions to the UTC Savings Plan, and pre-tax contributions for UTC Choice benefits, but excluding special awards (other than performance awards), foreign service premiums and allowances, stock option benefits, company contributions to other benefit plans, pay in lieu of vacation, severance pay, reimbursements, payments related to relocation expenses, amounts credited under a deferred compensation arrangement, or payments received instead of these items. Annual earnings are limited each year to the applicable Section 401(a)(17) pay limit, as indexed ($245,000 for 2010). Base pay in the first and last partial year of participation is annualized. If applicable, earnings on or after the cash balance effective date are excluded.

(ii) Final Average Earnings: The average Annual Earnings for the highest five consecutive calendar years in the last ten calendar years before termination.

(iii) Maximum Benefit: A participant's benefit will not exceed the Section 415 limit, as indexed.

(iv) Continuous Service (service): The total period of a participant's employment, including service after Normal Retirement Date.

(v) Credited Service: Continuous Service but excluding:

- a break in service which exceeds 30 days,
- leaves of absence without compensation in excess of one year,
- service counted as Credited Service under any other defined benefit retirement plan of the company,
- service prior to January 1, 1985, and
- for participants who elected the cash balance formula during My Pension.My Choice., Continuous Service on or after the cash balance effective date

3. Normal Retirement

a. Date: First of the month following the date on which a participant attains age 65.

b. Benefit: The accrued benefit at retirement payable monthly.

4. Early Retirement
   a. Date: First of the month following retirement after the attainment of age 55 and the completion of 10 years of service, but before the Normal Retirement Date.
   b. Benefit: The greater of (i), (ii) or (iii)
      (i) The accrued benefit at retirement described in 2.a.(i)(a) above payable monthly reduced 2.4% per year for each year benefit commencement precedes age 62. The benefit is unreduced if the participant retires on or after the attainment of age 62.
      (ii) The accrued benefit at retirement described in 2.a.(i)(b) above payable monthly reduced 3.6% per year for each year benefit commencement precedes age 65. The benefit is unreduced if the participant retires on or after the attainment of age 65.
      (iii) The accrued benefit at retirement described in 2.a.(ii) above payable monthly reduced 2.4% per year for each year benefit commencement precedes age 62. The benefit is unreduced if the participant retires on or after the attainment of age 62.
5. Postponed Retirement
   a. Date: First of the month following retirement after the Normal Retirement Date.
   b. Benefit: The accrued benefit at retirement payable monthly.
6. Vested Termination
   a. Eligibility: Termination of employment after completing three years of service, but before becoming eligible for early, normal or postponed retirement.
   b. Benefit: The accrued benefit at termination payable monthly commencing on the Normal Retirement Date. A participant can commence payment of the benefit on the first day of any month following the attainment of age 55, with the benefit reduced 6% per year for each year benefit commencement precedes the Normal Retirement Date.
   c. Rule of 65 Benefit: Participants terminating employment between ages 50 and 55 whose age plus service equals at least 65 are eligible to receive benefits commencing at age 55, with the benefit reduced as described in 4.b. above.
7. Disability Benefit
   a. Eligibility: Disability after completing ten years of service and qualified to receive Social Security disability benefits.
   b. Benefit: The accrued benefit payable monthly commencing on the Normal Retirement Date. Service and Credited Service continue up to Normal Retirement Date. Final Average Earnings and Social Security benefits in effect at disability are assumed to remain constant to Normal Retirement Date. Participants are eligible to receive a benefit commencing at early retirement, reduced as described in 4.b. above.

8. Pre-retirement Death Benefits

   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefits are payable:

   b. Benefit:

      (i) If the participant dies after becoming eligible for an early, normal or postponed retirement benefit, a 100% contingent annuitant benefit is payable, and payment commences immediately, reduced as described in 4.b. above, or if the contingent annuitant is the spouse, as late as when the participant would have attained age 65.

      (ii) If the participant dies after completing 10 years of service and is married, but does not meet the requirements of (i) above, a 100% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

      (iii) If the participant dies after becoming vested and is married, but does not meet the requirements of (i) or (ii) above, a 50% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

9. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 10 year certain and continuous annuity

      (iii) 100% contingent annuity

      (iv) 75% contingent annuity

      (v) 66-2/3% contingent annuity

      (vi) 50% contingent annuity

      (vii) Life annuity for married participants

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose total benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis. An optional lump sum is available on amounts up to $10,000.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Aerospace Non-Rep
Schweizer Aircraft

1. Eligibility

   a. Eligible Employees: Salaried employees of Schweizer Aircraft not covered by a collective bargaining agreement.

   b. Participation Requirements: Eligible Employees become participants on the earlier of:

   - January 1 coincident with or following age 21
   - July 1 coincident with or following age 20 & 1/2 and 6 months of eligibility service

   * Employees who were hired at Schweizer Aircraft prior to the sale to UTC became plan participants automatically upon February 1, 2005.

2. Accrued Benefit

   a. Formula: Cash balance account, equal to the sum of (i) , (ii), plus (iii), if applicable:

   (i) Pay Credits: Upon becoming an eligible participant, pay credits accrue from the date of hire or, February 1, 2005 for participants at that date. Pay credits are added to the cash balance account at the end of each month and are expressed as a percentage of monthly earnings. Pay credits are based on attained age as of December 31 of the current year according to the table below:

Age as of December 31	Pay Credit as Percent of Earnings
Up to age 30	3%
Age 30 to 34	4%
Age 35 to 39	5%
Age 40 to 44	6%
Age 45 to 49	7%
Age 50 and above	8%

   Pay credits stop accruing when the participant retires, terminates or dies, that is, when the participant's credited service ends.

   (ii) Interest Credits: An interest credit is added to the account at the end of each month. It is equal to the product of the account balance as of the end of the prior month and 1/12 [or (1+i)^(1/12)-1] of the annual interest rate in effect for the year. The annual interest rate is set each January 1 and is based on the average yield on 30-year Treasury Bonds during the month of November of the prior year. Interest credits continue until the date payments begin.

   (iii) For participants hired prior to sale date:

   Benefit accrued as of December 31, 2002 under the Schweizer Aircraft plan provisions multiplied by the Special UTC Final Average Earnings divided by Schweizer Aircraft Final Average Earnings as of December 31, 2002.

b. Definitions

(i) Earnings: Total compensation including overtime, bonuses, performance-related awards, shift differential payments, pre-tax contributions to the UTC Savings Plan, and pre-tax contributions for UTC Choice benefits, but excluding special awards (other than performance awards), foreign service premiums and allowances, stock option benefits, company contributions to other benefit plans, pay in lieu of vacation, severance pay, reimbursements, payments related to relocation expenses, amounts credited under a deferred compensation arrangement, or payments received instead of these items. Annual earnings are limited each year to the applicable Section 401(a)(17) pay limit, as indexed ($245,000 for 2010).

(ii) Final Average Earnings: The average Annual Earnings for the highest five consecutive plan years in the last ten plan years before termination. Last ten plan years may include pre-sale Schweizer Aircraft earnings. Calendar years with zero earnings and calendar years 2003 and 2004 are excluded.

(iii) Schweizer Aircraft Final Average Earnings: The average annual earnings for the five plan years 1998, 1999, 2000, 2001 and 2002. Annual earnings are based on the Schweizer Aircraft definition as described under the prior Schweizer Aircraft Pension Plan.

(iv) Maximum Benefit: A participant's benefit will not exceed the Section 415 limit, as indexed.

(v) Continuous Service (service):

Prior to February 1, 2005: Continuous service is equal to credited service earned under the prior Schweizer Aircraft Pension Plan.

On or after February 1, 2005: The total period of a participant’s employment, including service after Normal Retirement Date, as well as an approved leave of absence, illness, disability or layoff not exceeding one year (two years for child care leave, or if re-employed, two years for a layoff or a military leave).

(vi) Credited Service on or after February 1, 2005: Continuous Service but excluding:

- a break in service which exceeds 30 days,
- leaves of absence without compensation in excess of one year,
- service counted as Credited Service under any other defined benefit retirement plan of the company, and
- for layoffs occurring after December 31, 2004, any period of time following the date of layoff.

Credited Service is based on the later of the date of hire or February 1, 2005.

(vii) Annuitization Basis (to convert cash balance account to life annuity): The annuitization basis is set each January 1 for the year, and is based on the IRS 417(e) basis for the month of November of the prior year, and the 417(e) government mandated mortality table.

3. Normal Retirement

   a. Date: First of the month following the date on which a participant attains age 65.

   b. Benefit: Cash balance account converted to an equivalent annuity payable monthly, or a lump sum payment option equal to the cash balance account.

      Former Schweizer Aircraft participants will also receive their benefit accrued as of December 31, 2002 under the Schweizer Aircraft plan provisions multiplied by the Final Average Earnings divided by Schweizer Aircraft Final Average Earnings as of December 31, 2002.

4. Early Retirement

   a. Date: First of the month following retirement after the attainment of age 55 and the completion of 10 years of, but before Normal Retirement Date.

   b. Benefit: Cash balance account converted to an equivalent annuity payable monthly, or a lump sum payment option equal to the cash balance account.

      Former Schweizer Aircraft participants will also receive their benefit accrued as of December 31, 2002 under the Schweizer Aircraft plan provisions multiplied by the Final Average Earnings divided by Schweizer Aircraft Final Average Earnings as of December 31, 2002. This benefit will be reduced 4% per year prior to age 65 commencement. However, this benefit may be unreduced if the commencement is between age 63 ½ and age 65.

5. Postponed Retirement

   a. Date: First of the month following retirement after the Normal Retirement Date.

   b. Benefit: Cash balance account converted to an equivalent annuity payable monthly, or a lump sum payment option equal to the cash balance account.

      Former Schweizer Aircraft participants will also receive their benefit accrued as of December 31, 2002 under the Schweizer Aircraft plan provisions multiplied by the Final Average Earnings divided by Schweizer Aircraft Final Average Earnings as of December 31, 2002.

6. Vested Termination

   a. Eligibility: Termination of employment after completing three years of service, but before becoming eligible for early, normal or postponed retirement.

   b. Benefit: Cash balance account at termination, increased with accumulated monthly interest credits to the date payments commence, converted to an equivalent annuity payable monthly, or else a lump sum payment option equal to the cash balance account. A participant can commence payment of the benefit on the first day of any month following termination.

      Former Schweizer Aircraft participants will also receive their benefit accrued as of December 31, 2002 under the Schweizer Aircraft plan provisions multiplied by the Final Average Earnings divided by Schweizer Aircraft Final Average Earnings as of December 31, 2002. If this benefit commences prior to age 65, it will be reduced 4% per year prior to age 65.

7. Disability Benefit

   a. Eligibility: Disability after completing ten years of service and qualified to receive Social Security disability benefits.

   b. Benefit: Cash balance account continues to earn pay credits, using base earnings at the date of disability, as well as interest credits during the period of disability, but not beyond the Normal Retirement Date. The cash balance account can be paid at any time, but, once paid, the pay credits and the interest credits will stop.

8. Pre-retirement Death Benefits

   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefit is payable:

   b. Benefit: If the participant dies after becoming vested, the spouse or beneficiary will receive the full account balance if the death occurs before the cash balance payments are scheduled to begin. The spouse can elect an annuity or to defer payment to as late as when the participant would have attained age 65.

      Former Schweizer Aircraft participants will also receive their benefit accrued as of December 31, 2002 under the Schweizer Aircraft plan provisions multiplied by the Final Average Earnings divided by Schweizer Aircraft Final Average Earnings as of December 31, 2002, payable as a 50% contingent annuity, as early as the participant's earliest retirement date.

9. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 10 year certain and continuous annuity

      (iii) 100% contingent annuity

      (iv) 75% contingent annuity

      (v) 66-2/3% contingent annuity

      (vi) 50% contingent annuity

      (vii) Life annuity for married participants

      (viii) Lump-Sum Payment

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose total benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Aerospace Non-Rep
Kidde Aerospace Grandfathered Benefits

1. Eligibility

   a. Eligible Employees: Salaried employees of Kidde Aerospace, not covered by a collective bargaining agreement, who were transferred to UTC from Kidde as of December 1, 2005

   b. Participation Requirements:

   Effective January 1, 2002, plan participation in the former Kidde pension plan was frozen. Participants must have attained age 40, earned five years of vesting service and the sum of their age and service must have equaled or exceeded 55 in order to continue accruing any benefits. Participants who chose to participate in the defined contribution plan or did not meet the previous requirements had their benefits frozen at that time.

   Effective January 1, 2006, non-grandfathered employees of Kidde Aerospace participate under the Cash Balance formula applicable for UTC salaried employees.

2. Accrued Benefit

   a. Formula: Benefits are accrued under the former Kidde pension plan provisions. Benefit is (i) plus (ii) for all participants, except Santa Barbara Dual Spectrum who were making voluntary employee contributions to the Hughes plan as of December 7, 1995. For those participants, see (iii).

      (i) [1.0% Final Average Earnings x Credited Service + 0.65% Final Average Earnings in excess of Covered Compensation] x lesser of Projected Credited Service and 25 years x [(Credited Service from January 1, 2002)/Projected Credited Service].

      Projected Credited Service can extend beyond December 31, 2014, and begins on December 1, 1989.

      (ii) Prior plan benefit accrued as of December 31, 2001, calculated under the prior plan formula(s), will be determined and paid under the rules of that prior formula.

      (iii) The greater of (a), (b) and (c).

         (a) Career Average Benefit – 1% of each year's earnings up to $3,600 + 2% of the excess of each year's earnings over $3,600 [plus 1/24 of 12/31/1985 contributions.]

         (b) Minimum Benefit - $156 x Credited Service + 0.50% Final Average Earnings x Credited Service

         (c) Final Average Earnings Benefit – 1.75% Final Average Earnings x Credited Service minus 1.50% of age 65 Social Security benefit x Projected Credited Service (limited to 33.33) x ratio of Credited Service at date of termination over Credited Service projected at Normal Retirement Date.

b. Definitions

(i) Earnings: Total of all compensation paid to the employee as reported on IRS Form W-2 including salary deferrals but excluding severance payments. Earnings are limited each year to the applicable Section 401(a)(17) pay limit, as indexed ($245,000 for 2010).

(ii) Final Average Earnings: Average Earnings for the highest 60 consecutive months out of the last 120 months of employment

(iii) Covered Compensation: Monthly average of the Taxable Wage Bases in effect for each calendar year during the 35 year period ending with the calendar year in which the participant attains Social Security Retirement age

(iv) Continuous Service (vesting service): Years and months of continuous employment from the later of date of hire or date company became a participating company

(v) Credited Service: Continuous Service

3. Normal Retirement

a. Date: First of the month following the date on which a participant attains age 65.

b. Benefit: The accrued benefit at retirement payable monthly

4. Early Retirement

a. Date: First of the month following retirement after the attainment of age 55 and the completion of 5 years of service, but before Normal Retirement Date.

b. Benefit: The accrued benefit at retirement payable monthly reduced 4.0% per year for each of the first five years and 6.0% for each of the next five years that benefit commencement precedes age 65.

5. Postponed Retirement

a. Date: First of the month following retirement after the Normal Retirement Date

b. Benefit: The accrued benefit at retirement payable monthly

6. Vested Termination

a. Eligibility: Termination of employment, but before becoming eligible for normal or postponed retirement. (All participants became 100% vested on January 1, 2002.)

b. Benefit: The accrued benefit at termination payable monthly commencing on the Normal Retirement Date. A participant can commence payment of the benefit on the first day of any month following the attainment of age 55, with the benefit reduced 4.0% per year for each of the first five years and 6.0% for each of the next five years that benefit commencement precedes the Normal Retirement Date.

7. Disability Benefit

a. Eligibility: Disability after completing five years of service and, either qualified to receive Social Security disability benefits or entitled to receive disability benefits under the company's LTD program.

b. Benefit: The benefit will continue to accrue during disability at the most recent rate of pay prior to disablement.

8. Pre-retirement Death Benefits

   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefit is payable:

   b. Benefit:

      (i) If the participant dies and is married after becoming eligible for an early, normal or postponed retirement benefit, a 50% spouse's benefit is payable. Payment may commence at any time prior to when the participant would have attained age 65, reduced as described in 4.b above.

      (ii) If the participant dies after becoming vested and is married but does not meet the requirements of (i), a 50% spouse's benefit is payable. Payment may commence no earlier than when the participant would have attained age 55, reduced as in 6.b above, or age 65.

9. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 10 year certain and continuous annuity

      (iii) 100% contingent annuity

      (iv) 75% contingent annuity

      (v) 66 2/3% contingent annuity

      (vi) 50% contingent annuity

      (vii) Life annuity for married participants

      Optional Forms for Duel Spectrum participants:

      (i) Partial lump sum, single life annuity

      (ii) 100% contingent annuity

      (iii) 75% contingent annuity

      (iv) 66 2/3% contingent annuity

      (v) 50% contingent annuity

      (vi) 5, 10, or 15 year certain and life annuity

      (vii) 5, 10, or 15 year certain period

      (viii) 5, 10, or 15 year temporary benefit

      (ix) Social Security Level income option

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose total benefit has a lump sum

value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Carrier A
Carrier and Electronic Controls Divisions

1. Eligibility

   a. Eligible Employees: Employees of the Carrier Group and the Electronic Controls Group (Control Systems) not covered by a collective bargaining agreement who were hired on or before June 30, 2002.

   b. Participation Requirements: Eligible Employees become participants on the earlier of:

      - January 1 coincident with or following age 21
      - July 1 coincident with or following age 20 & 1/2 and 6 months of eligibility service

2. Accrued Benefit

   a. Carrier Formula: The greater of (i) or (ii) below:

      For employees who elected the cash balance formula during My Pension.My Choice., the accrued benefit below was frozen as of April 1, 2003 (or as of a later cash balance effective date, where applicable).

      (i) 1.3% Final Average Earnings x pre-91 Credited Service + 2% Final Average Earnings x post-90 Credited Service (max 20) + 1% Final Average Earnings x post-90 Credited Service in excess of 20

      Minus (a) + (b) or, (c) if less

      (a) 30%/35 x Primary Social Security benefit x Social Security early retirement factor at greater of age 62 or actual age x pre-91 Credited Service (max 35)

      (b) 1.5% Primary Social Security benefit x post-90 Credited Service

      (c) 50% Primary Social Security benefit

      (ii) $156 x Credited Service

      For purposes of determining the Primary Social Security benefit offset, the Primary Social Security benefit earnings start at the later of age 22 or 1951 and end at the date of retirement. For vested terminations, the Primary Social Security benefit earnings continue at the rate in effect before termination through age 65 (age 55 for the Rule of 65 benefit).

   b. Electronic Controls Formula: The greater of (i) or (ii):

      (i) Pre-74 Benefit + 1.5% Final Average Earnings x Credited Service from 1974 to 1990 + 2% Final Average Earnings x post-90 Credited Service (max 20) + 1% Final Average Earnings x post-90 Credited Service in excess of 20

      Minus (a) or, for participants with pre-91 Credited Service, (b) if less

      (a) 1.5% Primary Social Security benefit x post-73 Credited Service (max 33-1/3)

      (b) 50% Primary Social Security benefit x post-73 Credited Service/continuous

service

(ii) Pre-74 Benefit + $156 x post-73 Credited Service

For purposes of determining the 50% Primary Social Security benefit offset, the Primary Social Security benefit earnings start at the date of hire and end at the date of termination.

For purposes of determining the 1.5% Primary Social Security benefit offset, the Primary Social Security benefit earnings start at the later of age 22 or 1951 and end at the date of retirement. For vested terminations, the Primary Social Security benefit earnings continue at the rate in effect before termination through age 65 (age 55 for the Rule of 65 benefit).

c. Definitions

(i) Annual Earnings: Total annual compensation as a participant including overtime, bonuses, performance-related awards, shift differential payments, pre-tax contributions to the UTC Savings Plan, and pre-tax contributions for UTC Choice benefits, but excluding special awards (other than performance awards), foreign service premiums and allowances, stock option benefits, company contributions to other benefit plans, pay in lieu of vacation, severance pay, reimbursements, payments related to relocation expenses, amounts credited under a deferred compensation arrangement, or payments received instead of these items. Annual earnings are limited each year to the applicable Section 401(a)(17) pay limit, as indexed ($245,000 for 2010). Base pay in the first and last partial year of participation is annualized. If applicable, earnings on or after the cash balance effective date are excluded.

(ii) Final Average Earnings: The average Annual Earnings for the highest five consecutive calendar years in the last ten calendar years before termination. Calendar years with zero earnings are excluded.

(iii) Maximum Benefit: A participant's benefit will not exceed the Section 415 limit, as indexed.

(iv) Continuous Service (service): The total period of a participant's employment, including service after Normal Retirement Date, as well as an approved leave of absence, illness, disability or layoff not exceeding one year (two years for a child care leave or, if re-employed, two years for a layoff or military leave).

(v) Credited Service: Continuous Service but excluding:

- a break in service which exceeds 30 days,
- leaves of absence without compensation in excess of one year,
- service counted as Credited Service under any other defined benefit retirement plan of the company, and
- for participants who elected the cash balance formula during My Pension.My Choice., Continuous Service on or after the cash balance effective date

3. Normal Retirement

   a. Date: For Carrier Group, first of the month coincident with or following the date on which a participant attains age 65. For Electronic Controls Group, first of the month following the date on which a participant attains age 65.

   b. Benefit: The accrued benefit at retirement payable monthly.

4. Early Retirement

   a. Date: First of the month following retirement after the attainment of age 55 and the completion of 10 years of service, but before the Normal Retirement Date.

   b. Benefit:

      (i) For Carrier Group, the accrued benefit at retirement as described in 2.a. above payable monthly reduced 2.4% per year for each year benefit commencement precedes the earlier of:

      - age 62
      - age at which the sum of age, service and pre-92 service (max 20) equals 100

      The benefit is unreduced if the participant retires on or after the attainment of age 62.

      (ii) For Electronic Controls Group, the greatest of (a), (b) or (c)

         (a) The accrued benefit at retirement described in 2.b.(i)(a) above payable monthly reduced 2.4% per year for each year benefit commencement precedes the earlier of :

         - age 62
         - age at which the sum of age, service and pre-92 service (max 20) equals 100

         The benefit is unreduced if the participant retires on or after the attainment of age 62.

         (b) The accrued benefit at retirement described in 2.b.(i)(b) above payable monthly reduced 3.6% per year for each year benefit commencement precedes age 65. The benefit is unreduced if the participant retires on or after the attainment of age 65.

         (c) The accrued benefit at retirement described in 2.b.(ii) above payable monthly reduced 2.4% per year for each year benefit commencement precedes age 62. The benefit is unreduced if the participant retires on or after the attainment of age 62.

5. Postponed Retirement

   a. Date: First of the month following retirement after the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly.

6. Vested Termination

   a. Eligibility: Termination of employment after completing three years of service, but before becoming eligible for early, normal or postponed retirement.

   b. Benefit: The accrued benefit at termination payable monthly commencing on the Normal Retirement Date. A participant can commence payment of the benefit on the first day of any month following the attainment of age 55, with the benefit reduced 5% per year for each year benefit commencement precedes the Normal Retirement Date.

   c. Rule of 65 Benefit: Participants terminating employment between ages 50 and 55 whose age plus service equals at least 65 are eligible to receive benefits commencing at age 55, with the benefit reduced as described in 4.b. above.

7. Disability Benefit

   a. Eligibility: Permanently disabled after completing ten years of service and eligible to receive Social Security disability benefits.

   b. Benefit: The accrued benefit payable monthly commencing on the Normal Retirement Date. Service and Credited Service continue up to Normal Retirement Date. Final Average Earnings and Social Security benefits in effect at disability are assumed to remain constant to Normal Retirement Date. Participants are eligible to receive a benefit commencing at early retirement, reduced as described in 4.b. above.

8. Pre-retirement Death Benefits

   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefits are payable:

   b. Benefit:

      (i) If the participant dies after becoming eligible for an early, normal or postponed retirement benefit, a 100% contingent annuitant benefit is payable, and payment commences immediately, reduced as described in 4.b. above, or if the contingent annuitant is the spouse, as late as when the participant would have attained age 65.

      (ii) If the participant dies after completing 10 years of service and is married, but does not meet the requirements of (i) above, a 100% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

      (iii) If the participant dies after becoming vested and is married, but does not meet the requirements of (i) or (ii) above, a 50% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

9. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants. If the spouse is the beneficiary of a Carrier Group participant, 25% of the cost of any joint and survivor annuity is subsidized by the company unless the participant's benefit is payable under 6.b. above.

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 10 year certain and continuous annuity

      (iii) 100% contingent annuity

      (iv) 75% contingent annuity

      (v) 66-2/3% contingent annuity

      (vi) 50% contingent annuity

      (vii) Life annuity for married participants

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose total benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Carrier A
Carrier Enterprises Divisions

1. Eligibility

   a. Eligible Employees: Employees of the Carrier Enterprises divisions not covered by a collective bargaining agreement, who were participants before January 1, 2001 and who attained age 40 or had 5 years of Continuous Service. Transfers from other UTC divisions are eligible for the plan if they transfer into a Carrier Enterprises division prior to December 31, 2005 and meet the age or service eligibility requirements at the time of transfer.

   b. Participation Requirements: Eligible Employees became participants on January 1, 2001 (or as of date of transfer, if later).

2. Accrued Benefit

   a. Formula: The greater of (i) or (ii), minus (iii)* below:

      For employees who elected the cash balance formula during My Pension.My Choice., the accrued benefit below was frozen as of April 1, 2003 (or as of a later cash balance effective date, where applicable).

      (i) 1.3% Final Average Earnings x pre-91 Credited Service + 2% Final Average Earnings x post-90 Credited Service (max 20) + 1% Final Average Earnings x post-90 Credited Service in excess of 20

      Minus (a) + (b) or, (c) if less

      (a) 30%/35 x Primary Social Security benefit x Social Security early retirement factor at greater of age 62 or actual age x pre-91 Credited Service (max 35)

      (b) 1.5% Primary Social Security benefit x post-90 Credited Service

      (c) 50% Primary Social Security benefit

      (ii) $156 x Credited Service

      (iii) Annuitized Notional Account Offset

      * The Annuitized Notional Account Offset is only applied to the portion of the benefit attributable to service beginning as of January 1, 2001 (or date of transfer into the plan, if later).

      For purposes of determining the Primary Social Security benefit offset, the Primary Social Security benefit earnings start at the later of age 22 or 1951 and end at the date of retirement. For vested terminations, the Primary Social Security benefit earnings continue at the rate in effect before termination through age 65 (age 55 for the Rule of 65 benefit).

b. Definitions

(i) Annual Earnings: Total annual compensation as a participant including overtime, bonuses, performance-related awards, shift differential payments, pre-tax contributions to the UTC Savings Plan, and pre-tax contributions for UTC Choice benefits, but excluding special awards (other than performance awards), foreign service premiums and allowances, stock option benefits, company contributions to other benefit plans, pay in lieu of vacation, severance pay, reimbursements, payments related to relocation expenses, amounts credited under a deferred compensation arrangement, or payments received instead of these items. Annual earnings are limited each year to the applicable Section 401(a)(17) pay limit, as indexed ($245,000 for 2010). Base pay in the first and last partial year of participation is annualized. If applicable, earnings on or after the cash balance effective date are excluded.

(ii) Final Average Earnings: The average Annual Earnings for the highest five consecutive calendar years in the last ten calendar years before termination. Calendar years with zero earnings are excluded.

(iii) Maximum Benefit: A participant's benefit will not exceed the Section 415 limit, as indexed.

(iv) Continuous Service (service): The total period of a participant's employment, including service after Normal Retirement Date, as well as an approved leave of absence, illness, disability or layoff not exceeding one year (two years for a child care leave or, if re-employed, two years for a layoff or military leave).

(v) Credited Service: Continuous Service but excluding:

- a break in service which exceeds 30 days,
- leaves of absence without compensation in excess of one year,
- service counted as Credited Service under any other defined benefit retirement plan of the company, and
- for participants who elected the cash balance formula during My Pension.My Choice., Continuous Service on or after the cash balance effective date

(vi) Notional Account: The sum of (a) and (b)

(a) Annual credits equal to 6% of a participant’s pensionable earnings for the previous year. This amount is added to the accumulated account value in the first quarter of each plan year. The annual credit may be periodically changed by UTC to a different percentage credit between 3% and 6%.

(b) 7.50% annual compound interest credited on the beginning of year account balance at December 31.

The January 1, 2001 Notional Account balance is zero. The initial credit to the account will be made during the first quarter of 2002.

(vii) Annuitization Basis (to convert Notional Account to life annuity payable beginning at Normal Retirement): 7.50% interest and 1994 Group Annuity Mortality (Unisex); no mortality is assumed prior to Normal Retirement.

3. Normal Retirement

   a. Date: First of the month coincident with or following the date on which a participant attains age 65.

   b. Benefit: The accrued benefit at retirement payable monthly.

4. Early Retirement

   a. Date: First of the month following retirement after the attainment of age 55 and the completion of 10 years of service, but before the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement as described in 2. above payable monthly reduced 2.4% per year for each year benefit commencement precedes the earlier of age 62 or age at which the sum of age, service and pre-92 service (max 20) equals 100. The benefit is unreduced if the participant retires on or after the attainment of age 62.

5. Postponed Retirement

   a. Date: First of the month following retirement after the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly.

6. Vested Termination

   a. Eligibility: Termination of employment after completing three years of service, but before becoming eligible for early, normal or postponed retirement.

   b. Benefit: The accrued benefit at termination payable monthly commencing on the Normal Retirement Date. A participant can commence payment of the benefit on the first day of any month following the attainment of age 55, with the benefit reduced 5% per year for each year benefit commencement precedes the Normal Retirement Date.

   c. Rule of 65 Benefit: Participants terminating employment between ages 50 and 55 whose age plus service equals at least 65 are eligible to receive benefits commencing at age 55, with the benefit reduced as described in 4.b. above.

7. Disability Benefit

   a. Eligibility: Permanently disabled after completing ten years of service and eligible to receive Social Security disability benefits.

   b. Benefit: The accrued benefit payable monthly commencing on the Normal Retirement Date. Service and Credited Service continue up to Normal Retirement Date. Final Average Earnings and Social Security benefits in effect at disability are assumed to remain constant to Normal Retirement Date. Participants are eligible to receive a benefit commencing at early retirement, reduced as described in 4.b. above.

8. Pre-retirement Death Benefits

   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefits are payable:

   b. Benefit:

      (i) If the participant dies after becoming eligible for an early, normal or postponed retirement benefit, a 100% contingent annuitant benefit is payable, and payment commences immediately, reduced as described in 4.b. above, or if the contingent annuitant is the spouse, as late as when the participant would have attained age 65.

      (ii) If the participant dies after completing 10 years of service and is married, but does not meet the requirements of (i) above, a 100% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

      (iii) If the participant dies after becoming vested and is married, but does not meet the requirements of (i) or (ii) above, a 50% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

9. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants.

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 10 year certain and continuous annuity

      (iii) 100% contingent annuity

      (iv) 75% contingent annuity

      (v) 66-2/3% contingent annuity

      (vi) 50% contingent annuity

      (vii) Life annuity for married participants

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose total benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Carrier A
International Comfort Products (ICP) Division

1. Eligibility

   a. Eligible Employees: Employees of the Carrier ICP division not covered by a collective bargaining agreement who were hired on or before June 30, 2002.

   b. Participation Requirements*: Eligible Employees become participants on the earlier of:

      - January 1 coincident with or following age 21
      - July 1 coincident with or following age 20 & 1/2 and 6 months of eligibility service

      * Employees who were hired at Carrier ICP prior to the sale to UTC became plan participants automatically upon January 1, 2001.

2. Accrued Benefit

   a. Formula: The greater of (i) or (ii), plus (iii) below:

      For employees who elected the cash balance formula during My Pension.My Choice., the accrued benefit below was frozen as of April 1, 2003 (or as of a later cash balance effective date, where applicable).

      (i) 2% Final Average Earnings x Credited Service (max 20) + 1% Final Average Earnings x Credited Service in excess of 20

      Minus

      1.5% Primary Social Security benefit x Credited Service (max 33 1/3)

      (ii) $156 x Credited Service

      (iii) For participants hired prior to sale date:

      Benefit accrued as of December 31, 2000 under the ICP plan provisions multiplied by the Special UTC Final Average Earnings divided by ICP Final Average Earnings as of December 31, 2000.

      For purposes of determining the Primary Social Security benefit offset, the Primary Social Security benefit earnings start at the later of age 22 or 1951 and end at the date of retirement. For vested terminations, the Primary Social Security benefit earnings continue at the rate in effect before termination through age 65 (age 55 for the Rule of 65 benefit).

b. Definitions

(i) Annual Earnings: Total annual compensation as a participant including overtime, bonuses, performance-related awards, shift differential payments, pre-tax contributions to the UTC Savings Plan, and pre-tax contributions for UTC Choice benefits, but excluding special awards (other than performance awards), foreign service premiums and allowances, stock option benefits, company contributions to other benefit plans, pay in lieu of vacation, severance pay, reimbursements, payments related to relocation expenses, amounts credited under a deferred compensation arrangement, or payments received instead of these items. Annual earnings are limited each year to the applicable Section 401(a)(17) pay limit, as indexed ($245,000 for 2010). Base pay in the first and last partial year of participation is annualized. If applicable, earnings on or after the cash balance effective date are excluded.

(ii) Final Average Earnings: The average Annual Earnings for the highest five consecutive calendar years in the last ten calendar years before termination. Calendar years with zero earnings are excluded.

(iii) Special UTC Final Average Earnings: The average Annual Earnings for the highest five consecutive plan years in the last ten plan years before termination. Last ten plan years may include pre-sale ICP earnings. Calendar year with zero earnings are excluded.

(iv) ICP Final Average Earnings: The average of annual earnings for the five plan years from 1996 through 2000. Annual earnings is based on the definition as described under the prior ICP plan.

(v) Maximum Benefit: A participant's benefit will not exceed the Section 415 limit, as indexed.

(vi) Continuous Service (service):

Prior to January 1, 2001:Continuous service as determined under the rules of the prior ICP plan.

On or after January 1, 2001: The total period of a participant's employment, including service after Normal Retirement Date, as well as an approved leave of absence, illness, disability or layoff not exceeding one year (two years for a child care leave or, if re-employed, two years for a layoff or military leave).

(vii) Credited Service: Continuous Service but excluding:

- a break in service which exceeds 30 days,
- leaves of absence without compensation in excess of one year,
- service counted as Credited Service under any other defined benefit retirement plan of the company, and
- for participants who elected the cash balance formula during My Pension.My Choice., Continuous Service on or after the cash balance effective date

Credited Service is based on the later of date of hire or January 1, 2001.

3. Normal Retirement

   a. Date: First of the month coincident with or following the date on which a participant attains age 65.

   b. Benefit: The accrued benefit at retirement payable monthly.

4. Early Retirement

   a. Date: First of the month following retirement after the attainment of age 55 and the completion of 10 years of service, but before the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly reduced 2.4% per year for each year benefit commencement precedes age 62. The benefit is unreduced if the participant retires on or after the attainment of age 62. This reduction is only applicable to the portion of the benefit that began accruing as of January 1, 2001. The portion of the benefit accrued to December 31, 2000 is reduced according to the provisions of the ICP plan.

5. Postponed Retirement

   a. Date: First of the month following retirement after the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly.

6. Vested Termination

   a. Eligibility: Termination of employment after completing three years of service, but before becoming eligible for early, normal or postponed retirement.

   b. Benefit: The accrued benefit at termination payable monthly commencing on the Normal Retirement Date. A participant can commence payment of the benefit on the first day of any month following the attainment of age 55, with the benefit reduced 5% per year for each year benefit commencement precedes the Normal Retirement Date, applicable only to the portion of the benefit that began accruing as of January 1, 2001. The portion of the benefit accrued to December 31, 2000 is reduced according to the provisions of the ICP plan.

   c. Rule of 65 Benefit: Participants terminating employment between ages 50 and 55 whose age plus service equals at least 65 are eligible to receive benefits commencing at age 55, with the benefit reduced as described in 4.b. above. The portion of the benefit accrued to December 31, 2000 is reduced according to the provisions of the ICP plan.

7. Disability Benefit

   a. Eligibility: Permanently disabled after completing ten years of service and eligible to receive Social Security disability benefits.

   b. Benefit: The accrued benefit payable monthly commencing on the Normal Retirement Date. Service and Credited Service continue up to Normal Retirement Date. Final Average Earnings and Social Security benefits in effect at disability are assumed to remain constant to Normal Retirement Date. Participants are eligible to receive a benefit commencing at early retirement, reduced as described in 4.b. above.

8. Pre-retirement Death Benefits

   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefits are payable:

   b. Benefit:

      (i) If the participant dies after becoming eligible for an early, normal or postponed retirement benefit, a 100% contingent annuitant benefit is payable, and payment commences immediately, reduced as described in 4.b. above, or if the contingent annuitant is the spouse, as late as when the participant would have attained age 65.

      (ii) If the participant dies after completing 10 years of service and is married, but does not meet the requirements of (i) above, a 100% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

      (iii) If the participant dies after becoming vested and is married, but does not meet the requirements of (i) or (ii) above, a 50% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

9. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants.

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 10 year certain and continuous annuity

      (iii) 100% contingent annuity

      (iv) 75% contingent annuity

      (v) 66-2/3% contingent annuity

      (vi) 50% contingent annuity

      (vii) Life annuity for married participants

      (viii) Partial lump sum*

      * Participants may elect to receive a lump sum payment for the ICP portion of their benefit, at termination or retirement.

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose total benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Carrier Specialty Equipment Companies (SEC)
SEC – Salaried Divisions

1. Eligibility

   a. Eligible Employees: All salaried employees (including office non-exempt employees) of the Specialty Equipment Companies not covered by a collective bargaining agreement who were hired on or before June 30, 2002

   b. Participation Requirements*: Eligible Employees become participants on the earlier of:

      - January 1 coincident with or following age 21
      - July 1 coincident with or following age 20 & 1/2 and 6 months of eligibility service

      * Employees who were hired at Carrier SEC prior to the sale to UTC became plan participants automatically upon January 1, 2002.

2. Accrued Benefit

   a. Formula: The greater of (i) or (ii), plus (iii) below:

      For employees who elected the cash balance formula during My Pension.My Choice., the accrued benefit below was frozen as of April 1, 2003 (or as of a later cash balance effective date, where applicable).

      (i) 1.5% Final Average Earnings x Credited Service

      Minus

      1.5% Primary Social Security benefit x Credited Service (max 33⅓)

      (ii) $156 x Credited Service

      (iii) For participants hired prior to sale date:

      Benefit accrued as of December 31, 2001 under the SEC plan provisions multiplied by the Special UTC Final Average Earnings divided by SEC Final Average Earnings as of December 31, 2001.

      For purposes of determining the Primary Social Security benefit offset, the Primary Social Security benefit earnings start at the later of age 22 or 1951 and end at the date of retirement. For vested terminations, the Primary Social Security benefit earnings continue at the rate in effect before termination through age 65 (age 55 for the Rule of 65 benefit).

b. Definitions

(i) Annual Earnings: Total annual compensation as a participant including overtime, bonuses, performance-related awards, shift differential payments, pre-tax contributions to the UTC Savings Plan, and pre-tax contributions for UTC Choice benefits, but excluding special awards (other than performance awards), foreign service premiums and allowances, stock option benefits, company contributions to other benefit plans, pay in lieu of vacation, severance pay, reimbursements, payments related to relocation expenses, amounts credited under a deferred compensation arrangement, or payments received instead of these items. Annual earnings are limited each year to the applicable Section 401(a)(17) pay limit, as indexed ($245,000 for 2010). Base pay in the first and last partial year of participation is annualized. If applicable, earnings on or after the cash balance effective date are excluded.

(ii) Final Average Earnings: The average Annual Earnings for the highest five consecutive calendar years in the last ten calendar years before termination. Calendar years with zero earnings are excluded.

(iii) Special UTC Final Average Earnings: The average Annual Earnings for the highest five consecutive plan years in the last ten plan years before termination. Last ten plan years may include pre-sale SEC earnings. Calendar year with zero earnings are excluded.

(iv) SEC Final Average Earnings: The average of annual earnings for the highest five non-consecutive years out of the last 15 calendar years of earnings ending with the year 2001. Annual earnings is based on the definition as described under the prior SEC plan.

(v) Maximum Benefit: A participant's benefit will not exceed the Section 415 limit, as indexed.

(vi) Continuous Service (service):

Prior to January 1, 2002:Continuous service as determined under the rules of the prior SEC plan.

On or after January 1, 2002: The total period of a participant's employment, including service after Normal Retirement Date, as well as an approved leave of absence, illness, disability or layoff not exceeding one year (two years for a child care leave or, if re-employed, two years for a layoff or military leave).

(vii) Credited Service: Continuous Service but excluding:

- a break in service which exceeds 30 days,
- leaves of absence without compensation in excess of one year,
- service counted as Credited Service under any other defined benefit retirement plan of the company, and
- for participants who elected the cash balance formula during My Pension.My Choice., Continuous Service on or after the cash balance effective date

Credited Service is based on the later of date of hire or January 1, 2002.

3. Normal Retirement

   a. Date: First of the month coincident with or following the date on which a participant attains age 65.

   b. Benefit: The accrued benefit at retirement payable monthly.

4. Early Retirement

   a. Date: First of the month following retirement after the attainment of age 55 and the completion of 10 years of service, but before the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly reduced 2.4% per year for each year benefit commencement precedes age 62. The benefit is unreduced if the participant retires on or after the attainment of age 62. This reduction is only applicable to the portion of the benefit that began accruing as of January 1, 2002. The portion of the benefit accrued to December 31, 2001 is reduced according to the provisions of the SEC plan.

5. Postponed Retirement

   a. Date: First of the month following retirement after the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly.

6. Vested Termination

   a. Eligibility: Termination of employment after completing three years of service, but before becoming eligible for early, normal or postponed retirement.

   b. Benefit: The accrued benefit at termination payable monthly commencing on the Normal Retirement Date. A participant can commence payment of the benefit on the first day of any month following the attainment of age 55, with the benefit reduced 5% per year for each year benefit commencement precedes the Normal Retirement Date, applicable only to the portion of the benefit that began accruing as of January 1, 2002. The portion of the benefit accrued to December 31, 2001 is reduced according to the provisions of the SEC plan.

   c. Rule of 65 Benefit: Participants terminating employment between ages 50 and 55 whose age plus service equals at least 65 are eligible to receive benefits commencing at age 55, with the benefit reduced as described in 4.b. above. The portion of the benefit accrued to December 31, 2001 is reduced according to the provisions of the SEC plan.

7. Disability Benefit

   a. Eligibility: Permanently disabled after completing ten years of service and eligible to receive Social Security disability benefits.

   b. Benefit: The accrued benefit payable monthly commencing on the Normal Retirement Date. Service and Credited Service continue up to Normal Retirement Date. Final Average Earnings and Social Security benefits in effect at disability are assumed to remain constant to Normal Retirement Date. Participants are eligible to receive a benefit commencing at early retirement, reduced as described in 4.b. above.

8. Pre-retirement Death Benefits

   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefits are payable:

   b. Benefit:

      (i) If the participant dies after becoming eligible for an early, normal or postponed retirement benefit, a 100% contingent annuitant benefit is payable, and payment commences immediately, reduced as described in 4.b. above, or if the contingent annuitant is the spouse, as late as when the participant would have attained age 65.

      (ii) If the participant dies after completing 10 years of service and is married, but does not meet the requirements of (i) above, a 100% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

      (iii) If the participant dies after becoming vested and is married, but does not meet the requirements of (i) or (ii) above, a 50% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

9. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants.

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 10 year certain and continuous annuity

      (iii) 100% contingent annuity

      (iv) 75% contingent annuity

      (v) 66-2/3% contingent annuity

      (vi) 50% contingent annuity

      (vii) Life annuity for married participants

      (viii) Optional lump sum on the accrued benefit as of Feb. 1, 1996 (available to Beverage Air salaried employees)

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose total benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Carrier Specialty Equipment Companies (SEC)
SEC - Beverage-Air

1. Eligibility
   a. Eligible Employees: Hourly management represented employees of the Beverage-Air division not covered by a collective bargaining agreement.
   b. Participation Requirements: Eligible Employees become participants on the first of the month following their date of hire.
2. Accrued Benefit
   a. Formula: $168.00 x Credited Service
   b. Definitions
      (i) Continuous Service (service): The total period of a participant's employment, including only calendar years in which the participant completes at least 1,000 hours of service, and including service after the Normal Retirement Date.
      (ii) Credited Service: Service credits are granted according to the following schedule:

Hours of Service During Calendar Year	Fractional Year of Credited Service Earned
Less than 180	0
180 – 359	.1
360 – 539	.2
540 – 719	.3
720 – 899	.4
900 – 999	.5
1,000 – 1,199	.6
1,200 – 1,399	.7
1,400 – 1,599	.8
1,600 – 1,799	.9
1,800 or more	1.0

3. Normal Retirement
   a. Date: First of the month following the date on which a participant attains age 65 and completes 5 years of service.
   b. Benefit: The accrued benefit at retirement payable monthly.
4. Early Retirement
   a. Date: First of the month following retirement after the attainment of age 55 and the completion of 3 years of service, but before the Normal Retirement Date.
   b. Benefit: The accrued benefit at retirement payable monthly reduced 6.0% per year for each of the first five years the benefit commencement precedes age 65, and 4.8% per year for each year the benefit commencement precedes age 60.

5. Postponed Retirement

   a. Date: First of the month following retirement after the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly.

6. Vested Termination

   a. Eligibility: Termination of employment after completing three years of service, but before becoming eligible for early, normal or postponed retirement.

   b. Benefit: The accrued benefit at termination payable monthly commencing on the Normal Retirement Date. A participant can commence payment of the benefit on the first day of any month following the attainment of age 55, with the benefit reduced as in 4.b. above.

7. Disability Benefit

   a. Eligibility: Totally and permanently disabled after completing five years of service.

   b. Benefit: The accrued benefit at disability reduced according to the following table for commencement prior to the Normal Retirement Date:

Age on Commencement Date	Percentage Reduction
On or after ages 60 to 65	6.0% per year for each year the commencement date precedes 65
On or after ages 55 to 60	30%, plus 4.8% per year for each year the commencement date precedes 60
On or after ages 50 to 55	54%, plus 3.6% per year for each year the commencement date precedes 55
On or after ages 45 to 50	72%, plus 2.4% per year for each year the commencement date precedes 50
On or after ages 40 to 45	84%, plus 1.2% per year for each year the commencement date precedes 45
Before age 40	90%

   The benefit is payable for life until the participant ceases to be disabled.

8. Pre-retirement Death Benefits

   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefit is payable.

   b. Benefit: A 50% spouse's benefit is payable, and payment commences when the participant would have attained age 65, or age 55, but reduced as described in 4.b. above.

9. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 10 year certain and continuous annuity

      (iii) 15 year certain and continuous annuity

      (iv) 100% contingent annuity

      (v) 75% contingent annuity

      (vi) 50% contingent annuity

      (vii) Life annuity for married participants

      (viii) Lump sum

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Carrier Specialty Equipment Companies (SEC)
SEC – Taylor Company and World Dryer

1. Eligibility

   a. Eligible Employees: Hourly management represented employees of the Taylor Company and World Dryer divisions not covered by a collective bargaining agreement.

   b. Participation Requirements: Eligible Employees become participants on the first of the month following their date of hire.

2. Accrued Benefit

   a. Formula:

      (i) Taylor Company: Benefit level (effective July 1, 2011) from the table below times years of Credited Service:

Years of Credited Service	Annual Benefit Amount*
1 – 10	$ 330.00
10 – 20	360.00
Over 20	384.00

      * The benefit levels will increase to:

      $354/384/408 on July 1, 2012
      $378/408/432 on July 1, 2013

      The future levels are not considered for the 2011 ERISA valuation.

      (ii) World Dryer: Benefit level from the table below times years of Credited Service:

Period of Credited Service*	Annual Benefit Amount
Prior to January 1, 1985	$ 36.00
After January 1, 1985	156.00

      * Combined service maximum of 40 years

   b. Definitions

      (i) Continuous Service (service): The total period of a participant's employment, including only calendar years in which the participant completes at least 1,000 hours of service, and including service after the Normal Retirement Date.

      (ii) Credited Service: Service credits are granted according to the following schedule:

Hours of Service During Calendar Year	Fractional Year of Credited Service Earned
Less than 1,000	0.0000
1,000 – 1,124	0.5833
1,125 – 1,274	0.6667
1,275 – 1,424	0.7500
1,425 – 1,574	0.8333
1,575 – 1,724	0.9167
1,725 or more	1.0000

3. Normal Retirement

   a. Date: First of the month following the date on which a participant attains age 65 and completes 5 years of service.

   b. Benefit: The accrued benefit at retirement payable monthly.

4. Early Retirement

   a. Date: First of the month following retirement after the attainment of age 55 and the completion of 3 years of service, but before the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly reduced 6% per year for each year the benefit commencement precedes age 65. For the Taylor Company only, the benefit is unreduced if the participant retires on or after the completion of 20 years of service and the attainment of age 62.

5. Postponed Retirement

   a. Date: First of the month following retirement after the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly.

6. Vested Termination

   a. Eligibility: Termination of employment after completing three years of service, but before becoming eligible for early, normal or postponed retirement.

   b. Benefit: The accrued benefit at termination payable monthly commencing on the Normal Retirement Date. A participant can commence payment of the benefit on the first day of any month following the attainment of age 55, with the benefit reduced 6% per year for each year the benefit commencement precedes the Normal Retirement Date.

7. Disability Benefit

   a. Eligibility: Totally and permanently disabled after the attainment of age 45 and the completion of 15 years of service.

   b. Benefit: The greater of the accrued benefit at disability or $600 a year. The benefit payable for life or until the participant ceases to be disabled. The benefit is not reduced for early payment.

8. Pre-retirement Death Benefits

   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefit is payable.

   b. Benefit:

      (i) A 50% spouse's benefit is payable, and payment commences when the participant would have attained age 65, or age 55, but reduced as described in 6.b. above (4.b. above if eligible for early retirement).

9. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants

   b. Optional Forms:

      (i) 10 year certain and continuous annuity

      (ii) 100% contingent annuity

      (iii) 75% contingent annuity

      (iv) 66-2/3% contingent annuity

      (v) 50% contingent annuity

      (vi) Life annuity for married participants

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Fire & Security
Onity

1. Eligibility

   a. Eligible Employees: Salaried employees of United Technologies Corporation - Fire & Security who were covered under the Onity, Inc. Pension Plan or were hired after November 1, 2004.

   b. Participation Requirements: Eligible Employees become participants on the earlier of:

   - January 1 coincident with or following age 21
   - July 1 coincident with or following age 20 & 1/2 and 6 months of eligibility service
   - Employees who were hired at Onity prior to the sale to UTC became plan participants automatically upon November 1, 2004.

2. Accrued Benefit

   a. Formula: Cash balance account, equal to the sum of (i) and (ii), plus (iii), if applicable:

   (i) Pay Credits: Upon becoming an eligible participant, pay credits accrue from the later of date of hire or January, 1 2005. Pay credits are added to the cash balance account at the end of each month and are expressed as a percentage of monthly earnings. Pay credits are based on attained age as of December 31 of the current year according to the table below:

Age as of December 31	Pay Credit as Percent of Earnings
Up to age 30	3%
Age 30 to 34	4%
Age 35 to 39	5%
Age 40 to 44	6%
Age 45 to 49	7%
Age 50 and above	8%

   Pay credits stop accruing when the participant retires, terminates or dies, that is, when the participant's credited service ends.

   (ii) Interest Credits: An interest credit is added to the account at the end of each month. It is equal to the product of the account balance as of the end of the prior month and 1/12 [or (1+i)^(1/12)-1] of the annual interest rate in effect for the year. The annual interest rate is set each January 1 and is based on the average yield on 30-year Treasury Bonds during the month of November of the prior year. Interest credits continue until the date payments begin.

   (iii) Prior Plan Frozen Benefit: The frozen benefit accrued as of December 31, 2004 under the Onity, Inc. Pension Plan.

b. Definitions

(i) Earnings: Total compensation including overtime, bonuses, performance-related awards, shift differential payments, pre-tax contributions to the UTC Savings Plan, and pre-tax contributions for UTC Choice benefits, but excluding special awards (other than performance awards), foreign service premiums and allowances, stock option benefits, company contributions to other benefit plans, pay in lieu of vacation, severance pay, reimbursements, payments related to relocation expenses, amounts credited under a deferred compensation arrangement, or payments received instead of these items. Annual earnings are limited each year to the applicable Section 401(a)(17) pay limit, as indexed ($245,000 for 2010).

(ii) Maximum Benefit: A participant's benefit will not exceed the Section 415 limit, as indexed.

(iii) Continuous Service (service):

Prior to November 1, 2004: Continuous service is equal to credited service earned under the prior Onity, Inc. Pension Plan

On or after November 1, 2004: The total period of a participant's employment, including service after Normal Retirement Date, as well as an approved leave of absence, illness, disability, or layoff not exceeding one year (two years for a child care leave or, if re-employed, two years for a layoff or military leave).

(iv) Credited Service: Continuous Service, but excluding:

- a break in service which exceeds 30 days,
- leaves of absence without compensation in excess of one year,
- service counted as Credited Service under any other defined benefit retirement plan of the company, and
- for layoffs occurring after December 31, 2004, any period of time following the date of layoff.

(v) Annuitization Basis (to convert cash balance account to life annuity): The annuitization basis is set each January 1 for the year, and is based on the IRS 417(e) basis for the month of November of the prior year, and the 417(e) government mandated mortality table.

3. Normal Retirement

a. Date: First of the month following the date on which a participant attains age 65.

b. Benefit: Cash balance account converted to an equivalent annuity payable monthly, or a lump sum payment option equal to the cash balance account.

Former Onity participants will also receive their frozen benefit accrued under the Onity, Inc. Pension Plan.

4. Early Retirement
   a. Date: First of the month following retirement after the attainment of age 55 and the completion of 5 years of service, but before Normal Retirement Date.
   b. Benefit: Cash balance account converted to an equivalent annuity payable monthly, or a lump sum payment option equal to the cash balance account.

      Former Onity participants will also receive their frozen benefit accrued under the Onity, Inc. Pension Plan. This benefit will be reduced 6% per year prior to age 65 commencement.
5. Postponed Retirement
   a. Date: First of the month following retirement after the Normal Retirement Date.
   b. Benefit: Cash balance account converted to an equivalent annuity payable monthly, or a lump sum payment option equal to the cash balance account.

      Former Onity participants will also receive their frozen benefit accrued under the Onity, Inc. Pension Plan.
6. Vested Termination
   a. Eligibility: Termination of employment after completing three years of service, but before becoming eligible for early, normal or postponed retirement.
   b. Benefit: Cash balance account at termination, increased with accumulated monthly interest credits to the date payments commence, converted to an equivalent annuity payable monthly, or else a lump sum payment option equal to the cash balance account. A participant can commence payment of the benefit on the first day of any month following termination.

      Former Onity participants will also receive their frozen benefit accrued under the Onity, Inc. Pension Plan.
7. Disability Benefit
   a. Eligibility: Disability after completing ten years of service and qualified to receive Social Security disability benefits.
   b. Benefit: Cash balance account continues to earn pay credits, using base earnings at the date of disability, as well as interest credits during the period of disability, but not beyond the Normal Retirement Date. The cash balance account can be paid at any time, but, once paid, the pay credits and the interest credits will stop.

      Former Onity participants will also receive their frozen benefit accrued under the Onity, Inc. Pension Plan, payable under the early or normal retirement provisions of the Onity, Inc. Pension Plan, provided the participant has commenced their cash balance.
8. Pre-retirement Death Benefits
   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefit is payable:
   b. Benefit: If the participant dies after becoming vested, the spouse or beneficiary will receive the full account balance if the death occurs before the cash balance payments are scheduled to begin. The spouse can elect an annuity or to defer payment to as late as when the participant would have attained age 65.

      Former Onity participants will also receive their benefit accrued as of December 1, 2004, under the Onity, Inc. Pension Plan provisions, payable as a 50% contingent annuity, as early as the participant's earliest retirement date.

9. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 10 year certain and continuous annuity

      (iii) 100% contingent annuity

      (iv) 75% contingent annuity

      (v) 66-2/3% contingent annuity

      (vi) 50% contingent annuity

      (vii) Life annuity for married participants

      (viii) Lump-Sum Payment

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose total benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Fire & Security
World Headquarters

1. Eligibility

   a. Eligible Employees: Employees of the Chubb World Headquarters not covered by a collective bargaining agreement who were hired on or before June 30, 2002 in United Technologies Corporation.

   b. Participation Requirements: Eligible Employees become participants on the earlier of:

      - January 1 coincident with or following age 21
      - July 1 coincident with or following age 20 & 1/2 and 6 months of eligibility service

2. Accrued Benefit (a, b, or c)

   a. Formula (Aerospace Group): The greatest of (i), (ii) or (iii) below:

      For employees who elected the cash balance formula during My Pension My Choice., the accrued benefit below was frozen as of April 1, 2003 (or as of a later cash balance effective date, where applicable).

      (i) Pre-78 Benefit % x Final Average Earnings + 2% Final Average Earnings x post-77 Credited Service (max 20) + 1% Final Average Earnings x post-77 Credited Service in excess of 20

      Minus (a) or, for participants with pre-91 Credited Service, (b) if less

      (a) 1.5% Primary Social Security benefit x post-77 Credited Service (max 33-1/3)

      (b) 50% Primary Social Security benefit x post-77 Credited Service / Aerospace Group continuous service

      (ii) 1.5% Final Average Earnings x pre-78 Credited Service + 2% Final Average Earnings x post-77 Credited Service (max 20) + 1% Final Average Earnings x post-77 Credited Service in excess of 20

      Minus (a) or, for participants with pre-91 Credited Service, (b) if less

      (a) 1.5% Primary Social Security benefit x Credited Service (max 33-1/3)

      (b) 50% Primary Social Security benefit x Credited Service / Aerospace Group continuous service

      (iii) Graded benefit level of $276 for Final Average Earnings under $18,000 to $360 for Final Average Earnings of $30,000 and over x Credited Service.

      For purposes of determining the 50% Primary Social Security benefit offset, the Primary Social Security benefit earnings start at the date of participation in the Aerospace Group and end at the date of termination.

b. Formula (Carrier A): : The greater of (i) or (ii) below:

For employees who elected the cash balance formula during My Pension.My Choice., the accrued benefit below was frozen as of April 1, 2003 (or as of a later cash balance effective date, where applicable).

(i) 1.3% Final Average Earnings x pre-91 Credited Service + 2% Final Average Earnings x post-90 Credited Service (max 20) + 1% Final Average Earnings x post-90 Credited Service in excess of 20

Minus (a) + (b) or, (c) if less

(a) 30%/35 x Primary Social Security benefit x Social Security early retirement factor at greater of age 62 or actual age x pre-91 Credited Service (max 35)

(b) 1.5% Primary Social Security benefit x post-90 Credited Service

(c) 50% Primary Social Security benefit

(ii) $156 x Credited Service

For purposes of determining the Primary Social Security benefit offset, the Primary Social Security benefit earnings start at the later of age 22 or 1951 and end at the date of retirement. For vested terminations, the Primary Social Security benefit earnings continue at the rate in effect before termination through age 65 (age 55 for the Rule of 65 benefit).

c. Formula (Otis Salaried): The greater of (i) or (ii) below:

For employees who elected the cash balance formula during My Pension.My Choice., the accrued benefit below was frozen as of April 1, 2003 (or as of a later cash balance effective date, where applicable).

(i) Pre-80 Benefit % x Final Average Earnings + 2% Final Average Earnings x post-79 Credited Service (max 20) + 1% Final Average Earnings x post-79 Credited Service in excess of 20

Minus (a) or, for participants with pre-91 Credited Service, (b) if less

(a) 1.5% Primary Social Security benefit x post-79 Credited Service (max 33-1/3)

(b) 50% Primary Social Security benefit x post-79 Credited Service / continuous service

(ii) $312 x Credited Service

For purposes of determining the 50% Primary Social Security benefit offset, the Primary Social Security benefit earnings start at the date of hire and end at the date of termination.

For purposes of determining the 1.5% Primary Social Security benefit offset, the Primary Social Security benefit earnings start at the later of age 22 or 1951 and end at the date of retirement. For vested terminations, the Primary Social Security benefit earnings continue at the rate in effect before termination through age 65 (age 55 for the Rule of 65 benefit).

d. Definitions

(i) Annual Earnings: Total annual compensation as a participant including overtime, bonuses, performance-related awards, shift differential payments, pre-tax contributions to the UTC Savings Plan, and pre-tax contributions for UTC Choice benefits, but excluding special awards (other than performance awards), foreign service premiums and allowances, stock option benefits, company contributions to other benefit plans, pay in lieu of vacation, severance pay, reimbursements, payments related to relocation expenses, amounts credited under a deferred compensation arrangement, or payments received instead of these items. Annual earnings are limited each year to the applicable Section 401(a)(17) pay limit, as indexed ($245,000 for 2010). Base pay in the first and last partial year of participation is annualized. If applicable, earnings on or after the cash balance effective date are excluded.

(ii) Final Average Earnings: The average Annual Earnings for the highest five consecutive calendar years in the last ten calendar years before termination. Calendar years with zero earnings are excluded.

(iii) Maximum Benefit: A participant's benefit will not exceed the Section 415 limit, as indexed.

(iv) Continuous Service (service): The total period of a participant's employment, including service after Normal Retirement Date, as well as an approved leave of absence, illness, disability, or layoff not exceeding one year (two years for a child care leave or, if re-employed, two years for a layoff or military leave).

(v) Credited Service: Continuous Service but excluding:

- a break in service which exceeds 30 days,
- leaves of absence without compensation in excess of one year,
- service counted as Credited Service under any other defined benefit retirement plan of the company, and
- for participants who elected the cash balance formula during My Pension.My Choice., Continuous Service on or after the cash balance effective date

3. Normal Retirement

a. Date: First of the month following the date on which a participant attains age 65.

b. Benefit: The accrued benefit at retirement payable monthly.

4. Early Retirement

a. Date: First of the month following retirement after the attainment of age 55 and the completion of 10 years of service, but before the Normal Retirement Date.

b. Benefit: The accrued benefit at retirement payable monthly reduced 2.4% per year for each year benefit commencement precedes age 62. The benefit is unreduced if the participant retires on or after the attainment of age 62.

5. Postponed Retirement

   a. Date: First of the month following retirement after the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly.

6. Vested Termination

   a. Eligibility: Termination of employment after completing three years of service, but before becoming eligible for early, normal or postponed retirement.

   b. Benefit: The accrued benefit at termination payable monthly commencing on the Normal Retirement Date. A participant can commence payment of the benefit on the first day of any month following the attainment of age 55, with the benefit reduced 5% per year for each year benefit commencement precedes the Normal Retirement Date.

   c. Rule of 65 Benefit: Participants terminating employment between ages 50 and 55 whose age plus service equals at least 65 are eligible to receive benefits commencing at age 55, with the benefit reduced as described in 4.b. above.

7. Disability Benefit

   a. Eligibility: Disability after completing ten years of service and qualified to receive Social Security disability benefits.

   b. Benefit: The accrued benefit payable monthly commencing on the Normal Retirement Date. Service and Credited Service continue up to Normal Retirement Date. Final Average Earnings and Social Security benefits in effect at disability are assumed to remain constant to Normal Retirement Date. Participants are eligible to receive a benefit commencing at early retirement, reduced as described in 4.b. above.

8. Pre-retirement Death Benefits

   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefits are payable:

   b. Benefit:

      (i) If the participant dies after becoming eligible for an early, normal or postponed retirement benefit, a 100% contingent annuitant benefit is payable, and payment commences immediately, reduced as described in 4.b. above, or if the contingent annuitant is the spouse, as late as when the participant would have attained age 65.

      (ii) If the participant dies after completing 10 years of service and is married, but does not meet the requirements of (i) above, a 100% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

      (iii) If the participant dies after becoming vested and is married, but does not meet the requirements of (i) or (ii) above, a 50% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

9. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 10 year certain and continuous annuity

      (iii) 100% contingent annuity

      (iv) 75% contingent annuity

      (v) 66-2/3% contingent annuity

      (vi) 50% contingent annuity

      (vii) Life annuity for married participants

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose total benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Fire & Security
Kidde Commercial Grandfathered

1. Eligibility

   a. Eligible Employees: Salaried employees of Kidde Commercial, not covered by a collective bargaining agreement, who were transferred to UTC from Kidde as of December 1, 2005

   b. Participation Requirements:

      Effective January 1, 2002, plan participation in the former Kidde pension plan was frozen. Participants must have attained age 40, earned five years of vesting service and the sum of their age and service must have equaled or exceeded 55 in order to continue accruing any benefits. Participants who chose to participate in the defined contribution plan or did not meet the previous requirements had their benefits frozen at that time.

      Non-grandfathered employees are not eligible for pension benefits under this plan.

2. Accrued Benefit

   a. Formula: Benefits are accrued under the former Kidde pension plan provisions. Benefit is (i) plus (ii) for all participants, except Badger Hourly. For those participants, see (iii).

      (i) [1.0% Final Average Earnings x Credited Service + 0.65% Final Average Earnings in excess of Covered Compensation] x lesser of Projected Credited Service and 25 years x [(Credited Service from January 1, 2002)/Projected Credited Service].

      Projected Credited Service can extend beyond December 31, 2014, and begins on December 1, 1989.

      (ii) Prior plan benefit accrued as of December 31, 2001, calculated under the prior plan formula(s), will be determined and paid under the rules of that prior formula.

      (iii) $126 x Credited Service

   b. Definitions

      (i) Earnings: Total of all compensation paid to the employee as reported on IRS Form W-2 including salary deferrals but excluding severance payments. Earnings are limited each year to the applicable Section 401(a)(17) pay limit, as indexed ($245,000 for 2010).

      (ii) Final Average Earnings: Average Earnings for the highest 60 consecutive months out of the last 120 months of employment

      (iii) Covered Compensation: Monthly average of the Taxable Wage Bases in effect for each calendar year during the 35 year period ending with the calendar year in which the participant attains Social Security Retirement age

      (iv) Continuous Service (vesting service): Years and months of continuous employment from the later of date of hire or date company became a participating company

(v) Credited Service: Continuous Service

3. Normal Retirement
   a. Date: First of the month following the date on which a participant attains age 65.
   b. Benefit: The accrued benefit at retirement payable monthly
4. Early Retirement
   a. Date: First of the month following retirement after the attainment of age 55 and the completion of 5 years of service, but before Normal Retirement Date. For Badger Hourly participants, first of the month following retirement after the attainment of age 60 and the completion of 15 years of service, but before Normal Retirement Date.
   b. Benefit: The accrued benefit at retirement payable monthly reduced 4.0% per year for each of the first five years and 6.0% for each of the next five years that benefit commencement precedes age 65. For Badger Hourly participants, the accrued benefit at retirement payable monthly reduced 7.2% per year for each year benefit commencement precedes age 65.
5. Postponed Retirement
   a. Date: First of the month following retirement after the Normal Retirement Date
   b. Benefit: The accrued benefit at retirement payable monthly
6. Vested Termination
   a. Eligibility: Termination of employment, but before becoming eligible for normal or postponed retirement. (All participants became 100% vested on January 1, 2002.)
   b. Benefit: The accrued benefit at termination payable monthly commencing on the Normal Retirement Date. A participant can commence payment of the benefit on the first day of any month following the attainment of age 55, with the benefit reduced 4.0% per year for each of the first five years and 6.0% for each of the next five years that benefit commencement precedes the Normal Retirement Date.
7. Disability Benefit
   a. Eligibility: Disability after completing five years of service and, either qualified to receive Social Security disability benefits or entitled to receive disability benefits under the company's LTD program.
   b. Benefit: The benefit will continue to accrue during disability at the most recent rate of pay prior to disablement.
8. Pre-retirement Death Benefits
   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefit is payable:
   b. Benefit: 50% of the monthly pension benefit as of the date of death, reduced for the joint and survivor election and reduced for payment as early as the participant's early retirement date.

9. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 10 year certain and continuous annuity (this option is not available to Ranson Hourly employees)

      (iii) 15 year certain and continuous annuity (available to Ranson Hourly employees only)

      (iv) 20 year certain and continuous annuity (available to Ranson Hourly employees only)

      (v) 100% contingent annuity

      (vi) 75% contingent annuity

      (vii) 66 2/3% contingent annuity

      (viii) 50% contingent annuity

      (ix) Life annuity for married participants

      (x) Pre-1996 benefit is optional as a lump sum (available to Angus employees only)

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose total benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Hamilton Sundstrand Commercial

1. Eligibility

   a. Eligible Employees: Salaried employees of the Sundstrand Industrial divisions, not covered by a collective bargaining agreement who were hired on or before June 30, 2002.

   b. Participation Requirements*: Eligible Employees become participants on the earlier of:

      - January 1 coincident with or following age 21
      - July 1 coincident with or following age 20 & 1/2 and 6 months of eligibility service

      * Employees who were hired at Sundstrand Industrial prior to the sale to UTC became plan participants automatically upon January 1, 2000.

2. Accrued Benefit

   a. Formula:

      The greater of (i) or (ii), plus (iii) below:

      For employees who elected the cash balance formula during My Pension.My Choice., the accrued benefit below was frozen as of April 1, 2003 (or as of a later cash balance effective date, where applicable).

      (i) 2% Final Average Earnings x Credited Service (max 20 years) + 1% Final Average Earnings x Credited Service in excess of 20 years

      Minus

      1.5% Primary Social Security benefit x Credited Service (max 33-1/3)

      (ii) Graded benefit level of $276 for Final Average Earnings under $18,000 to $360 for Final Average Earnings of $30,000 and over x Credited Service.

      (iii) For participants hired prior to sale date:

      Benefit accrued as of December 31, 1999 under the Sundstrand Industrial plan provisions multiplied by the Special UTC Final Average Earnings divided by Sundstrand Final Average Earnings as of December 31, 1999.

      For purposes of determining the 1.5% Primary Social Security benefit offset, the Primary Social Security benefit earnings start at the later of age 22 or 1951 and end at the date of retirement. For vested terminations, the Primary Social Security benefit earnings continue at the rate in effect before termination through age 65 (age 55 for the Rule of 65 benefit).

b. Definitions

(i) Annual Earnings: Total annual compensation as a participant including overtime, bonuses, performance-related awards, shift differential payments, pre-tax contributions to the UTC Savings Plan, and pre-tax contributions for UTC Choice benefits, but excluding special awards (other than performance awards), foreign service premiums and allowances, stock option benefits, company contributions to other benefit plans, pay in lieu of vacation, severance pay, reimbursements, payments related to relocation expenses, amounts credited under a deferred compensation arrangement, or payments received instead of these items. Annual earnings are limited each year to the applicable Section 401(a)(17) pay limit, as indexed ($245,000 for 2010). Base pay in the first and last partial year of participation is annualized. If applicable, earnings on or after the cash balance effective date are excluded.

(ii) Final Average Earnings: The average Annual Earnings for the highest five consecutive plan years in the last ten plan years before termination. Last ten plan years may include pre-sale Sundstrand earnings. Calendar years with zero earnings are excluded.

(iii) Special UTC Final Average Earnings: The average annual earnings for the highest three consecutive plan years in the last ten plan years before termination. Last ten plan years may include pre-sale Sundstrand earnings. Calendar years with zero earnings are excluded.

(iv) Sundstrand Final Average Earnings: The average annual earnings for the three plan years 1997, 1998 and 1999. Annual earnings is based on the Sullair definition as described under the prior Sundstrand Plan.

(v) Maximum Benefit: A participant's benefit will not exceed the Section 415 limit, as indexed.

(vi) Continuous Service (service):

Prior to January 1, 2000: Continuous service as determined under the rules of the prior Sundstrand Industrial plan.

On or After January 1, 2000: The total period of a participant's employment, including service after Normal Retirement Date, as well as an approved leave of absence, illness, disability or layoff not exceeding one year (two years for a child care leave, or if re-employed, two years for a layoff or a military leave).

(vii) Credited Service: Continuous Service but excluding:

- a break in service which exceeds 30 days,
- leaves of absence without compensation in excess of one year,
- service counted as Credited Service under any other defined benefit retirement plan of the company, and
- for participants who elected the cash balance formula during My Pension.My Choice., Continuous Service on or after the cash balance effective date

Credited Service is based on the later of the date of hire or January 1, 2000.

3. Normal Retirement

   a. Date: First of the month following the date on which a participant attains age 65.

   b. Benefit: The accrued benefit at retirement payable monthly.

4. Early Retirement

   a. Date: First of the month following retirement after the attainment of age 55 and the completion of 10 years of service, but before the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly reduced 2.4% per year for each year the benefit commencement date precedes age 62. The benefit is unreduced if the participant retires on or after the attainment of age 62. This reduction is only applicable to the portion of the benefit that began accruing as of January 1, 2000. The portion of the benefit accrued to December 31, 1999 is reduced according to the provisions of the Sundstrand Industrial plan.

   c. Special Age 65 Benefits: Only participants who were eligible to retire on January 1, 2000, and were hired prior to January 1, 1992. If the participant retires after age 55 and completing 5 years of service, $9.70 per month payable at age 65.

5. Postponed Retirement

   a. Date: First of the month following retirement after the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly.

6. Vested Termination

   a. Eligibility: Termination of employment after completing three years of service, but before becoming eligible for early, normal or postponed retirement.

   b. Benefit: The accrued benefit at termination payable monthly commencing on the Normal Retirement Date. A participant can commence payment of the benefit on the first day of any month following the attainment of age 55, with the benefit reduced 5% per year for each year the benefit commencement date precedes the Normal Retirement Date, applicable only to the portion of the benefit that began accruing as of January 1, 2000. The portion of the benefit accrued to December 31, 1999 is reduced according to the provisions of the Sundstrand Industrial plan.

   c. Rule of 65 Benefit: Participants terminating employment between ages 50 and 55 whose age plus service is greater than or equal to 65 are eligible to receive benefits commencing at age 55, with the benefit reduced as described in section 4.b. above. The portion of the benefit accrued to December 31, 1999 is reduced according to the provisions of the Sundstrand Industrial plan.

7. Disability Benefit

   a. Eligibility: Disability after completing 10 years of service and qualified to receive Social Security benefits.

   b. Benefit: The accrued benefit payable monthly commencing on the Normal Retirement Date. Service and Credited Service accrue to Normal Retirement Date. Final Average Earnings and Social Security benefits in effect at disability are assumed to remain constant to Normal Retirement Date. Participants are eligible to receive a benefit commencing at early retirement, reduced as described in 4.b. above.

8. Pre-retirement Death Benefits

   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefits are payable:

   b. Benefit:

      (i) If the participant dies after becoming eligible for an early, normal or postponed retirement benefit, a 100% contingent annuity benefit is payable and payment commences immediately, reduced as described in 4.b. above, or if the contingent annuitant is the spouse, as late as when the participant would have attained age 65.

      (ii) If the participant dies after completing 10 years of service and is married, but does not meet the requirements of (i) above, a 100% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

      (iii) If the participant dies after becoming vested and is married, but does not meet the requirements of (i) or (ii) above, a 50% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

9. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 10 year certain and continuous annuity

      (iii) 100% contingent annuity

      (iv) 75% contingent annuity

      (v) 66-2/3% contingent annuity

      (vi) 50% contingent annuity

      (vii) Life annuity for married participants

      (viii) Partial lump sum*

         * Participants may elect to receive a lump sum payment for the Pre-92 Sundstrand portion of their benefit, at termination or retirement.

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose total benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Otis Salaried

1. Eligibility

   a. Eligible Employees: Employees of the Otis Salaried Group not covered by a collective bargaining agreement who were hired on or before June 30, 2002.

   b. Participation Requirements: Eligible Employees become participants on the earlier of:

      - January 1 coincident with or following age 21
      - July 1 coincident with or following age 20 & 1/2 and 6 months of eligibility service

2. Accrued Benefit

   a. Formula: The greater of (i) or (ii) below:

      For employees who elected the cash balance formula during My Pension.My Choice., the accrued benefit below was frozen as of April 1, 2003 (or as of a later cash balance effective date, where applicable).

      (i) Pre-80 Benefit % x Final Average Earnings + 2% Final Average Earnings x post-79 Credited Service (max 20) + 1% Final Average Earnings x post-79 Credited Service in excess of 20

      Minus (a) or, for participants with pre-91 Credited Service, (b) if less

      (a) 1.5% Primary Social Security benefit x post-79 Credited Service (max 33-1/3)

      (b) 50% Primary Social Security benefit x post-79 Credited Service / continuous service

      (ii) $312 x Credited Service

      For purposes of determining the 50% Primary Social Security benefit offset, the Primary Social Security benefit earnings start at the date of hire and end at the date of termination.

      For purposes of determining the 1.5% Primary Social Security benefit offset, the Primary Social Security benefit earnings start at the later of age 22 or 1951 and end at the date of retirement. For vested terminations, the Primary Social Security benefit earnings continue at the rate in effect before termination through age 65 (age 55 for the Rule of 65 benefit).

b. Definitions

(i) Annual Earnings: Total annual compensation as a participant including overtime, bonuses, performance-related awards, shift differential payments, pre-tax contributions to the UTC Savings Plan, and pre-tax contributions for UTC Choice benefits, but excluding special awards (other than performance awards), foreign service premiums and allowances, stock option benefits, company contributions to other benefit plans, pay in lieu of vacation, severance pay, reimbursements, payments related to relocation expenses, amounts credited under a deferred compensation arrangement, or payments received instead of these items. Annual earnings are limited each year to the applicable Section 401(a)(17) pay limit, as indexed ($245,000 for 2010). Base pay in the first and last partial year of participation is annualized. If applicable, earnings on or after the cash balance effective date are excluded.

(ii) Final Average Earnings: The average Annual Earnings for the highest five consecutive calendar years in the last ten calendar years before termination. Calendar years with zero earnings are excluded.

(iii) Maximum Benefit: A participant's benefit will not exceed the Section 415 limit, as indexed.

(iv) Continuous Service (service):

Prior to January 1, 1980: Continuous Service as determined under the rules of the prior plan.

On or After January 1, 1980: The total period of a participant's employment, including service after Normal Retirement Date, as well as an approved leave of absence, illness, disability or layoff not exceeding one year (two years for a child care leave or, if re-employed, two years for a layoff or military leave).

(v) Credited Service:

Prior to January 1, 1980: Service as determined under the terms of the prior plan.

On or After January 1, 1980: Continuous Service but excluding:

- a break in service which exceeds 30 days,
- leaves of absence without compensation in excess of one year,
- service counted as Credited Service under any other defined benefit retirement plan of the company, and
- for participants who elected the cash balance formula during My Pension.My Choice., Continuous Service on or after the cash balance effective date

3. Normal Retirement

a. Date: First of the month following the date on which a participant attains age 65.

b. Benefit: The accrued benefit at retirement payable monthly.

4. Early Retirement

   a. Date: First of the month following retirement after the attainment of age 55 and the completion of 10 years of service, but before the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly reduced 2.4% per year for each year benefit commencement precedes age 62. The benefit is unreduced if the participant retires on or after the attainment of age 62.

5. Postponed Retirement

   a. Date: First of the month following retirement after the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly.

6. Vested Termination

   a. Eligibility: Termination of employment after completing three years of service, but before becoming eligible for early, normal or postponed retirement.

   b. Benefit: The accrued benefit at termination payable monthly commencing on the Normal Retirement Date. A participant can commence payment of the benefit on the first day of any month following the attainment of age 55, with the benefit reduced 5% per year for each year benefit commencement precedes the Normal Retirement Date.

   c. Rule of 65 Benefit: Participants terminating employment between ages 50 and 55 whose age plus service equals at least 65 are eligible to receive benefits commencing at age 55, with the benefit reduced as described in 4.b. above.

7. Disability Benefit

   a. Eligibility: Disability after completing ten years of service and qualified to receive Social Security disability benefits.

   b. Benefit: The accrued benefit payable monthly commencing on the Normal Retirement Date. Service and Credited Service continue up to Normal Retirement Date. Final Average Earnings in effect at disability are assumed to remain constant to Normal Retirement Date. A participant is eligible to receive a benefit commencing at early retirement, reduced as described in 4.b. above.

8. Pre-retirement Death Benefits

   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefits are payable:

   b. Benefit:

      (i) If the participant dies after becoming eligible for an early, normal or postponed retirement benefit, a 100% contingent annuitant benefit is payable, and payment commences immediately, reduced as described in 4.b. above, or if the contingent annuitant is the spouse, as late as when the participant would have attained age 65.

      (ii) If the participant dies after completing 10 years of service and is married, but does not meet the requirements of (i) above, a 100% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

      (iii) If the participant dies after becoming vested and is married, but does not meet the requirements of (i) or (ii) above, a 50% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

9. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 10 year certain and continuous annuity

      (iii) 100% contingent annuity

      (iv) 75% contingent annuity

      (v) 66-2/3% contingent annuity

      (vi) 50% contingent annuity

      (vii) Life annuity for married participants

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose total benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Otis Salaried Local Rep

1. Eligibility

   a. Eligible Employees: Employees of the Otis Salaried Local Represented Group also covered by the National Elevator Industry (NEI) Multi-Employer Pension Plan who were hired on or before June 30, 2002.

   b. Participation Requirements: Eligible Employees become participants on the earlier of:

      - January 1 coincident with or following age 21
      - July 1 coincident with or following age 20 & 1/2 and 6 months of eligibility service

2. Accrued Benefit

   a. Formula: The greater of (i) or (ii) less (iii), but not less than (iv) below:

      For employees who elected the cash balance formula during My Pension.My Choice., the accrued benefit below was frozen as of April 1, 2003 (or as of a later cash balance effective date, where applicable), except that the multiplier in (iii) will continue to be updated as the multiplier under the NEI Pension Plan changes over time.

      (i) Pre-80 Benefit % x Final Average Earnings + 2% Final Average Earnings x post-79 Credited Service (max 20) + 1% Final Average Earnings x post-79 Credited Service in excess of 20

      Minus (a) or, for participants with pre-91 Credited Service, (b) if less

      (a) 1.5% Primary Social Security benefit x post-79 Credited Service (max 33-1/3)

      (b) 50% Primary Social Security benefit x post-79 Credited Service / continuous service

      (ii) $312 x Credited Service

      (iii) $1,176 x Credited Service (paid by NEI Pension Plan)

      (iv) 1/3 of the participant's contributions with interest under the Supplemental Contributory Plan.

      For purposes of determining the 50% Primary Social Security benefit offset, the Primary Social Security benefit earnings start at the date of hire and end at the date of termination.

      For purposes of determining the 1.5% Primary Social Security benefit offset, the Primary Social Security benefit earnings start at the later of age 22 or 1951 and end at the date of retirement. For vested terminations, the Primary Social Security benefit earnings continue at the rate in effect before termination through age 65 (age 55 for the Rule of 65 benefit).

b. Definitions

(i) Annual Earnings: Total annual compensation as a participant including overtime, bonuses, performance-related awards, shift differential payments, pre-tax contributions to the UTC Savings Plan, and pre-tax contributions for UTC Choice benefits, but excluding special awards (other than performance awards), foreign service premiums and allowances, stock option benefits, company contributions to other benefit plans, pay in lieu of vacation, severance pay, reimbursements, payments related to relocation expenses, amounts credited under a deferred compensation arrangement, or payments received instead of these items. Annual earnings are limited each year to the applicable Section 401(a)(17) pay limit, as indexed ($245,000 for 2010). Base pay in the first and last partial year of participation is annualized. If applicable, earnings on or after the cash balance effective date are excluded.

(ii) Final Average Earnings: The average Annual Earnings for the highest five consecutive calendar years in the last ten calendar years before termination. Calendar years with zero earnings are excluded.

(iii) Maximum Benefit: A participant's benefit will not exceed the Section 415 limit, as indexed.

(iv) Continuous Service (service):

Prior to January 1, 1980: Continuous service as determined under the rules of the prior plan.

On or After January 1, 1980: The total period of a participant's employment, including service after Normal Retirement Date, as well as an approved leave of absence, illness, disability, or layoff not exceeding one year (two years for a child care leave, or if re-employed, two years for a layoff or military leave).

(v) Credited Service:

Prior to January 1, 1980: Service as determined under the terms of the prior plan.

On or After January 1, 1980: Continuous Service but excluding:

- a break in service which exceeds 30 days,
- leaves of absence without compensation in excess of one year,
- service counted as Credited Service under any other defined benefit retirement plan of the company, and
- for participants who elected the cash balance formula during My Pension.My Choice., Continuous Service on or after the cash balance effective date

3. Normal Retirement

a. Date: First of the month following the date on which a participant attains age 65.

b. Benefit: The accrued benefit at retirement payable monthly.

4. Early Retirement

   a. Date: First of the month following retirement after the attainment of age 55 and the completion of 10 years of service, but before the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly reduced 2.4% per year for each year benefit commencement precedes age 62. The benefit is unreduced if the participant retires on or after the attainment of age 62.

5. Postponed Retirement

   a. Date: First of the month following retirement after the Normal Retirement Date.

   b. Benefit: The accrued benefit at retirement payable monthly.

6. Vested Termination

   a. Eligibility: Termination of employment after completing three years of service, but before becoming eligible for early, normal or postponed retirement.

   b. Benefit: The accrued benefit at termination payable monthly commencing on the Normal Retirement Date. A participant can commence payment of the benefit on the first day of any month following the attainment of age 55, with the benefit reduced 5% per year for each year benefit commencement precedes the Normal Retirement Date.

   c. Rule of 65 Benefit: Participants terminating employment between ages 50 and 55 whose age plus service equals at least 65 are eligible to receive benefits commencing at age 55, with the benefit reduced as described in 4.b. above.

7. Disability Benefit

   a. Eligibility: Disability after completing ten years of service and qualified to receive Social Security disability benefits.

   b. Benefit: The accrued benefit payable monthly commencing on the Normal Retirement Date. Service and Credited Service continue up to Normal Retirement Date. Final Average Earnings and Social Security benefits in effect at disability are assumed to remain constant to Normal Retirement Date. Participants are eligible to receive a benefit commencing at early retirement, reduced as described in 4.b. above.

8. Pre-retirement Death Benefits

   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefits are payable:

   b. Benefit:

      (i) If the participant dies after becoming eligible for an early, normal or postponed retirement benefit, a 100% contingent annuitant benefit is payable, and payment commences immediately, reduced as described in 4.b. above, or if the contingent annuitant is the spouse, as late as when the participant would have attained age 65.

      (ii) If the participant dies after completing 10 years of service and is married, but does not meet the requirements of (i) above, a 100% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

      (iii) If the participant dies after becoming vested and is married, but does not meet the requirements of (i) or (ii) above, a 50% spouse's benefit is payable, and payment commences when the participant would have attained age 55, reduced as described in 6.b. above, or age 65.

9. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity for married participants

   b. Optional Forms:

      (i) 5 year certain and continuous annuity

      (ii) 10 year certain and continuous annuity

      (iii) 100% contingent annuity

      (iv) 75% contingent annuity

      (v) 66-2/3% contingent annuity

      (vi) 50% contingent annuity

      (vii) Life annuity for married participants

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

   c. Automatic Lump Sum Payment: for participants whose total benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan (UTC Non-Rep)
Rocketdyne Grandfathered Benefits

1. Eligibility

   a. Eligible Employees: Salaried employees of Rocketdyne not covered by a collective bargaining agreement, who were transferred to UTC from Boeing as of August 2, 2005

   b. Participation Requirements:

   One year after becoming a covered employee. Heritage Boeing North America employees hired prior to July 1, 1999 became participants as of their hire date.

   Employees who were hired at Rocketdyne prior to the sale to UTC became plan participants automatically upon August 2, 2005. Employees hired at Rocketdyne after August 2, 2005 participate under the Cash Balance plan applicable for UTC salaried employees.

2. Accrued Benefit

   a. Formula: Benefits are accrued under the former Boeing Company Pension Value Plan provisions (Boeing cash balance plan formula) until 48 months after the sale date, or August 31, 2009. After August 31, 2009, participants accrue benefits under the UTC Cash Balance plan applicable for salaried employees.

   Cash balance account is equal to the sum of (i) and (ii). Prior plan benefit under (iii) also applies, if applicable:

   (i) Pay Credits: Beginning on the transition date and each plan year thereafter, benefit credits as a percentage of Pensionable pay will be allocated to each participant's cash balance account. The percentage is based on the participant's attained age at the end of the plan year as follows:

Age as of December 31	Pay Credit as Percent of Earnings
Up to age 30	3%
Age 30 to 34	4%
Age 35 to 39	5%
Age 40 to 44	7%
Age 45 to 49	9%
Age 50 and above	11%

   Pay credits stop accruing when the participant retires, terminates or dies, that is, when the participant's credited service ends.

(ii) Interest Credits: Beginning on the transition date and each plan year thereafter, simple daily interest will be credited to the participant's account balance at the beginning of the year to the earlier of benefit commencement date and the end of the plan year. The interest rate will be the average 30-year Treasury bond yield in effect during November of the prior plan year, limited to a minimum of 5.25% and maximum of 10%.

(iii) If the Participant participated in the former Boeing plan formula (pre-cash balance) prior to the Transition Date, the accrued benefit(s) under the prior plan formula(s), will be determined and paid under the rules of that prior formula. Benefits under the prior plan formula(s) are generally increased by a ratio of Indexing Pay divided by Indexing Base to reflect future pay increases.

b. Definitions

(i) Pensionable Pay: Annual base pay, plus incentive compensation, plus lump-sum merit pay. Pensionable Pay is limited each year to the applicable Section 401(a)(17) pay limit, as indexed ($245,000 for 2010).

(ii) Indexing Base: Annual base pay rate as of the transition date or cash balance entry date, if earlier.

(iii) Indexing Pay: Highest annual base pay rate on any date on or after the transition date

(iv) Transition Date: The date cash balance accruals begin, which is the later of date of hire and July 1, 1999

(v) Continuous Service (vesting service):

Prior to August 2, 2009: Continuous service is equal to credited service earned under the prior Rocketdyne plan (Heritage Boeing, BNA, BSS or MDC vesting service as of the transition date, plus elapsed time vesting service after the transition date)

(vi) Credited Service: Continuous Service

(vii) Monthly Cash Balance Benefit: The account balance, at retirement, divided by an annuity factor of 132. For terminated vested participants, this annuity factor is increased by 0.4 for each month prior to NRD

(viii) Minimum Monthly Benefit: $60 times years of benefit service

3. Normal Retirement

a. Date: First of the month following the date on which a participant attains age 65.

b. Benefit: Monthly Cash Balance benefit, plus prior plan (pre-cash balance) accrued benefits

4. Early Retirement

   a. Date: First of the month following retirement after the attainment of age 55 and the completion of 10 years of service, or age 50 with 30 years of accumulated benefit service, or age 62 with one year of vesting service, but before Normal Retirement Date.

   b. Benefit: Monthly Cash Balance Benefit plus prior (pre-cash balance) accrued benefits.

      The transition (pre-cash balance) Boeing monthly benefit will be reduced 2% for each year of payment before age 60. The transition BNA monthly benefit will be unreduced if age plus vesting service is at least 85, otherwise reduced 7.2% for each year of payment before age 60 (6.0% per year for Certain and Electronics Salaried benefits). The transition MDC monthly benefits will be unreduced after attaining age 50 with 30 years of accumulated benefit service or after attaining age 55 with age plus vesting service at least 85; otherwise reduced 2.5% for each year of payment before the earlier of age 62 or when age plus vesting service equal to 85. The minimum monthly benefit is reduced 4.0% for each year of payment before age 65.

5. Vested Termination

   a. Eligibility: Termination of employment after completing three years of service, but before becoming eligible for normal or postponed retirement.

   b. Benefit: Monthly Cash Balance benefit, plus prior plan accrued benefits reduced by 6% for each year of payment before the participant's NRD

6. Disability Benefit

   a. Eligibility: Disability after completing ten years of service and qualified to receive Social Security disability benefits.

   b. Benefit: Monthly Cash Balance benefit, plus prior plan accrued benefits unreduced for early commencement

7. Pre-retirement Death Benefits

   a. Eligibility: If a vested participant (or former participant) dies before receiving a retirement benefit, the following survivor benefit is payable:

   b. Benefit: 50% (100% if eligible to retire) of the monthly pension benefit as of the date of death, reduced for the joint and survivor election and reduced for payment as early as the participant's early retirement date, but not less than the monthly protected death benefit. The protected death benefit is 0.825% of average monthly salary times benefit service as of January 1, 1999. In-service death is company-paid; non-spouse receive an immediate lump sum of the protected death benefit

8. Form of Payment

   a. Normal Form:

      (i) Life annuity for unmarried participants

      (ii) An actuarially reduced 50% joint and survivor annuity with pop-up for married participants

   b. Optional Forms:

      (i) 10 year certain and continuous annuity

      (ii) 100% contingent annuity*

      (iii) 75% contingent annuity*

      (iv) 50% contingent annuity*

      (v) Life annuity for married participants

      (vi) Social security level income option

      The normal form of payment is converted to an optional form using 6% interest rate and GAR 94 Mortality (unisex).

      * If the spouse is the beneficiary, there is a pop-up feature in these options.

   c. Automatic Lump Sum Payment: for participants whose total benefit has a lump sum value of $5,000 or less under 417(e) government mandated basis.

United Technologies Corporation
Employee Retirement Plan
EIN: 06-0570975 PN: 001
Schedule SB, Line 24 – Change in Actuarial Assumptions

The non-prescribed actuarial assumptions were reviewed and modified to reflect my best estimate of future plan experience. As a result, the following changes were made:

Type of change	From	To
Lump Sum / Annuity Conversion Mortality	IRS 2010 Prescribed 417(e)(3) Application Mortality (Unisex)	IRS 2011 Prescribed 417(e)(3) Application Mortality (Unisex)
Social Security Wage Base	3.50%	3.00%
CPI	3.00%	2.50%
Mortality	RP-2000 (IRS) 2010 Static, with separate rates for annuitants and non-annuitants and projections of mortality improvements based on Scale AA	RP-2000 (IRS) 2011 Static, with separate rates for annuitants and non-annuitants and projections of mortality improvements based on Scale AA

United Technologies Corporation
Employee Retirement Plan
EIN: 06-0570975 PIN: 001
Schedule SB, line 25 – Change in Method

Type of change	From	To
Interest Rate	IRS prescribed 24-month average segment rates as of January 2010	IRS prescribed 24-month average segment rates as of September 2010

United Technologies Corporation
Employee Retirement Plan
EIN: 06-0570975 PN: 001
Schedule SB - Line 26 - Schedule of Active Participant Data

Total Non-Rep

Attained Age		Total Years of Credited Service									
		<1	**1 to 4**	**5 to 9**	**10 to 14**	**15 to 19**	**20 to 24**	**25 to 29**	**30 to 34**	**35 to 39**	**40 & up**
<25	Count	31	574	15	0	0	0	0	0	0	0
	Average Earnings	45,345	55,039								
25 to 29	Count	40	2,274	689	15	0	0	0	0	0	0
	Average Earnings	54,127	63,271	67,635							
30 to 34	Count	33	1,668	1,163	510	4	0	0	0	0	0
	Average Earnings	61,600	72,937	76,342	79,702						
35 to 39	Count	40	1,402	1,018	1,110	153	7	0	0	0	0
	Average Earnings	77,767	80,116	85,608	88,714	94,595					
40 to 44	Count	38	1,418	944	1,058	465	513	21	0	0	0
	Average Earnings	77,562	87,876	91,377	92,436	104,360	90,643	76,735			
45 to 49	Count	31	1,445	1,055	1,165	578	1,693	869	77	0	1
	Average Earnings	83,461	88,626	93,360	96,770	98,391	104,961	107,564	76,609		
50 to 54	Count	33	1,251	916	1,091	594	1,335	1,499	1,129	22	0
	Average Earnings	86,559	86,757	93,687	92,457	106,632	100,309	112,371	103,316	67,099	
55 to 59	Count	11	757	567	672	337	846	823	1,282	272	19
	Average Earnings		85,402	86,502	87,197	92,216	96,493	100,702	106,591	102,326	
60 to 64	Count	5	347	344	360	171	397	352	399	267	174
	Average Earnings		79,269	89,453	83,861	89,504	88,432	93,160	99,085	110,649	101,903
65 to 69	Count	2	82	114	88	51	72	63	59	35	88
	Average Earnings		82,990	95,043	85,306	89,565	87,371	94,546	101,826	119,812	108,906
70 & up	Count	0	21	21	19	8	10	13	4	2	19
	Average Earnings		72,223	99,445							

Average Age: 46.66 **Average Service:** 13.71

United Technologies Corporation
Employee Retirement Plan
EIN: 06-0570975 PN: 001
Schedule SB - Line 26 - Schedule of Active Participant Data

Total Non-Rep Cash Balance

Attained Age		Total Years of Credited Service <1	1 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 & up
<25	Count	16	541	13	0	0	0	0	0	0	0
	Average Cash Balance		3,453								
25 to 29	Count	25	2,111	647	8	0	0	0	0	0	0
	Average Cash Balance	766	5,767	10,889							
30 to 34	Count	21	1,552	1,014	297	2	0	0	0	0	0
	Average Cash Balance	1,480	8,626	16,412	20,823						
35 to 39	Count	24	1,305	872	593	46	1	0	0	0	0
	Average Cash Balance	2,955	11,971	23,596	27,710	25,891					
40 to 44	Count	23	1,320	745	438	129	77	6	0	0	0
	Average Cash Balance	4,774	15,639	29,604	33,289	32,486	35,680				
45 to 49	Count	22	1,301	790	373	152	338	93	5	0	0
	Average Cash Balance	4,675	17,952	35,846	38,326	37,752	58,551	60,356			
50 to 54	Count	17	1,128	663	297	135	265	231	109	1	0
	Average Cash Balance		20,015	40,699	46,886	46,352	74,834	88,887	94,880		
55 to 59	Count	7	671	420	166	68	176	119	117	29	1
	Average Cash Balance		20,833	41,297	49,707	54,326	81,803	89,325	103,967	105,168	
60 to 64	Count	4	314	245	99	29	52	31	34	17	9
	Average Cash Balance		19,456	43,175	57,959	51,627	57,267	99,490	94,570		
65 to 69	Count	2	74	61	25	8	9	7	5	2	4
	Average Cash Balance		22,236	45,861	63,832						
70 & up	Count	0	13	14	4	3	2	2	1	0	2
	Average Cash Balance										
		Average Age:	46.71			**Average Service:**	13.76				

SCHEDULE SB (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Single-Employer Defined Benefit Plan Actuarial Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6059 of the Internal Revenue Code (the Code).

▶ File as an attachment to Form 5500 or 5500-SF.

OMB No. 1210-0110

2011

This Form is Open to Public Inspection

For calendar plan year 2011 or fiscal plan year beginning 01/01/2011 and ending 12/31/2011

▶ **Round off amounts to nearest dollar.**

▶ **Caution:** A penalty of $1,000 will be assessed for late filing of this report unless reasonable cause is established.

A Name of plan: United Technologies Corporation Employee Retirement Plan

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF: United Technologies Corporation

D Employer Identification Number (EIN): 06-0570975

E Type of plan: [X] Single [ ] Multiple-A [ ] Multiple-B

F Prior year plan size: [ ] 100 or fewer [ ] 101-500 [X] More than 500

Part I Basic Information

1 Enter the valuation date: Month 1 Day 1 Year 2011

2	Assets:			
	a Market value		**2a**	13,694,591,028
	b Actuarial value		**2b**	12,630,644,810
3	Funding target/participant count breakdown:		(1) Number of participants	(2) Funding Target
	a For retired participants and beneficiaries receiving payment	**3a**	59,484	6,772,007,265
	b For terminated vested participants	**3b**	38,957	1,359,340,432
	c For active participants:			
	(1) Non-vested benefits	**3c(1)**		410,914,883
	(2) Vested benefits	**3c(2)**		4,087,795,999
	(3) Total active	**3c(3)**	43,013	4,498,710,882
	d Total	**3d**	141,454	12,630,058,579
4	If the plan is in at-risk status, check the box and complete lines (a) and (b) [ ]			
	a Funding target disregarding prescribed at-risk assumptions	**4a**		
	b Funding target reflecting at-risk assumptions, but disregarding transition rule for plans that have been in at-risk status for fewer than five consecutive years and disregarding loading factor	**4b**		
5	Effective interest rate	**5**		6.27 %
6	Target normal cost	**6**		307,190,030

Statement by Enrolled Actuary

To the best of my knowledge, the information supplied in this schedule and accompanying schedules, statements and attachments, if any, is complete and accurate. Each prescribed assumption was applied in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer my best estimate of anticipated experience under the plan.

SIGN HERE

Jay Mitchell JM
Signature of actuary

10/4/2012
Date

Jay Mitchell, F.S.A
Type or print name of actuary

11-05718
Most recent enrollment number

Towers Watson Pennsylvania, Inc.
Firm name

(212) 309-3400
Telephone number (including area code)

335 Madison Avenue
New York NY 10017-4605
Address of the firm

If the actuary has not fully reflected any regulation or ruling promulgated under the statute in completing this schedule, check the box and see instructions [ ]

Part II Beginning of year carryover and prefunding balances

		(a) Carryover balance	(b) Prefunding balance
7	Balance at beginning of prior year after applicable adjustments (line 13 from prior year)	1,402,807,522	0
8	Portion elected for use to offset prior year's funding requirement (line 35 from prior year)	141,414,274	0
9	Amount remaining (line 7 minus line 8)	1,261,393,248	0
10	Interest on line 9 using prior year's actual return of 15.04 %	189,713,544	
11	Prior year's excess contributions to be added to prefunding balance:		
a	Present value of excess contributions (line 38 from prior year)		578,216,054
b	Interest on (a) using prior year's effective rate of 6.57 % except as otherwise provided (see instructions)		49,966,584
c	Total available at beginning of current plan year to add to prefunding balance		628,182,638
d	Portion of (c) to be added to prefunding balance		0
12	Other reductions in balances due to elections or deemed elections	0	0
13	Balance at beginning of current year (line 9 + line 10 + line 11d – line 12)	1,451,106,792	0

Part III Funding percentages

14	Funding target attainment percentage	14	88.51 %
15	Adjusted funding target attainment percentage	15	100.00 %
16	Prior year's funding percentage for purposes of determining whether carryover/prefunding balances may be used to reduce current year's funding requirement	16	105.76 %
17	If the current value of the assets of the plan is less than 70 percent of the funding target, enter such percentage	17	%

Part IV Contributions and liquidity shortfalls

18 Contributions made to the plan for the plan year by employer(s) and employees:

(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees	(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees
07/01/2011		67,828			
			Totals • 18(b)	0	18(c) 67,828

19 Discounted employer contributions – see instructions for small plan with a valuation date after the beginning of the year:

a	Contributions allocated toward unpaid minimum required contributions from prior years	19a	0
b	Contributions made to avoid restrictions adjusted to valuation date	19b	0
c	Contributions allocated toward minimum required contribution for current year adjusted to valuation date	19c	0

20 Quarterly contributions and liquidity shortfalls:

a Did the plan have a "funding shortfall" for the prior year? [X] Yes [ ] No

b If 20a is "Yes," were required quarterly installments for the current year made in a timely manner? [X] Yes [ ] No

c If 20a is "Yes," see instructions and complete the following table as applicable:

Liquidity shortfall as of end of quarter of this plan year

(1) 1st	(2) 2nd	(3) 3rd	(4) 4th
0	0	0	0

Part V Assumptions used to determine funding target and target normal cost

21 Discount rate:

a Segment rates:

1st segment:	2nd segment:	3rd segment:	☐ N/A, full yield curve used
3.78 %	6.31 %	6.57 %	

b Applicable month (enter code)	**21b**	4
22 Weighted average retirement age	**22**	61

23 Mortality table(s) (see instructions) ☐ Prescribed - combined ☒ Prescribed - separate ☐ Substitute

Part VI Miscellaneous items

24 Has a change been made in the non-prescribed actuarial assumptions for the current plan year? If "Yes," see instructions regarding required attachment	☒ Yes	☐ No
25 Has a method change been made for the current plan year? If "Yes," see instructions regarding required attachment.	☒ Yes	☐ No
26 Is the plan required to provide a Schedule of Active Participants? If "Yes," see instructions regarding required attachment.	☒ Yes	☐ No

27 If the plan is eligible for (and is using) alternative funding rules, enter applicable code and see instructions regarding attachment	**27**	

Part VII Reconciliation of unpaid minimum required contributions for prior years

28 Unpaid minimum required contributions for all prior years	**28**	0
29 Discounted employer contributions allocated toward unpaid minimum required contributions from prior years (line 19a)	**29**	0
30 Remaining amount of unpaid minimum required contributions (line 28 minus line 29)	**30**	0

Part VIII Minimum required contribution for current year

31 Target normal cost and excess assets (see instructions):		
a Target normal cost (line 6)	**31a**	307,190,030
b Excess assets, if applicable, but not greater than 31a	**31b**	0

32 Amortization installments:	Outstanding Balance	Installment
a Net shortfall amortization installment	0	0
b Waiver amortization installment	0	0

33 If a waiver has been approved for this plan year, enter the date of the ruling letter granting the approval (Month _____ Day _____ Year _____) and the waived amount	**33**	
34 Total funding requirement before reflecting carryover/prefunding balances (lines 31a - 31b + 32a + 32b - 33)	**34**	307,190,030

	Carryover balance	Prefunding balance	Total balance
35 Balances elected for use to offset funding requirement	307,190,030	0	307,190,030

36 Additional cash requirement (line 34 minus line 35)	**36**	0
37 Contributions allocated toward minimum required contribution for current year adjusted to valuation date (line 19c)	**37**	0
38 Present value of excess contributions for current year (see instructions)		
a Total (excess, if any, of line 37 over line 36)	**38a**	0
b Portion included in line 38a attributable to use of prefunding and funding standard carryover balances	**38b**	0
39 Unpaid minimum required contribution for current year (excess, if any, of line 36 over line 37)	**39**	0
40 Unpaid minimum required contributions for all years	**40**	0

Part IX Pension funding relief under Pension Relief Act of 2010 (see instructions)

41 If a shortfall amortization base is being amortized pursuant to an alternative amortization schedule:

a Schedule elected ☐ 2 plus 7 years ☐ 15 years

b Eligible plan year(s) for which the election in line 41a was made ☐ 2008 ☐ 2009 ☐ 2010 ☐ 2011

42 Amount of acceleration adjustment	**42**	
43 Excess installment acceleration amount to be carried over to future plan years	**43**	

UNITED TECHNOLOGIES CORPORATION
EMPLOYEE RETIREMENT PLAN

Schedule H, Line 4i – Schedule of Assets (Held at End of Year)

December 31, 2011

(a)	(b) Identity of issuer, borrower, lessor, or similar party	(c) Description of investment including maturity date, rate of interest, collateral, par, or maturity value	(d) Cost of asset	(e) Current
*	Prudential Retirement Insurance and Annuity Company	Immediate Participation Guarantee Fund	$ 117,664,384	117,664,384
*	Metropolitan Life Insurance Company	Immediate Participation Guarantee Fund	8,080,421	8,080,421
	Metropolitan Life Insurance Company	Separate Accounts-Blackrock Managed Broad Market Bond Fund	14,468,808	16,457,797
	Total		$ 140,213,613	142,202,602

* Denotes a party-in-interest to the Plan

The information in this schedule has been certified as to its completeness and accuracy by Prudential Retirement Insurance and Annuity Company and Metropolitan Life Insurance Company in accordance with Section 2520.103-5 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA.

See accompanying independent auditors' report.