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

FORM 8-K

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

Date of report (Date of earliest event reported): July 28, 2015

Kennametal Inc.

(Exact Name of Registrant as Specified in Its Charter)

Pennsylvania	**1-5318**	**25-0900168**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

World Headquarters **1600 Technology Way** **P.O. Box 231** **Latrobe, Pennsylvania**	**15650-0231**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: **(724) 539-5000**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

TABLE OF CONTENTS

Item 2.02 Results of Operations and Financial Condition
On July 30, 2015, Kennametal Inc. (Kennametal or the Company) issued an earnings announcement for its fiscal fourth quarter and fiscal year ended June 30, 2015.

The press release contains certain non-generally accepted accounting principles (GAAP) financial measures. The following GAAP financial measures have been presented on an adjusted basis: gross profit and margin, operating expense, operating expense as a percentage of sales, operating income (loss) and margin, net income (loss), diluted EPS (LPS), effective tax rate, Industrial operating income and margin and Infrastructure operating income (loss) and margin. Adjustments for the three months ended June 30, 2015 include: (1) restructuring and related charges, (2) tax impact of prior impairment charges and (3) tax redeployment expense. Adjustments for the three months ended June 30, 2014 include: (1) acquisition-related charges, (2) restructuring and related charges and (3) loss on divestiture. Adjustments for the twelve months ended June 30, 2015 include: (1) restructuring and related charges, (2) technology asset impairment charge, (3) goodwill and other intangible asset impairment charges and (4) tax redeployment expense. Adjustments for the twelve months ended June 30, 2014 include: (1) TMB inventory step-up, (2) acquisition-related charges, (3) restructuring and related charges, (4) tax repatriation expense and (5) loss on divestiture. Management adjusts for these items in measuring and compensating internal performance and to more readily compare the Company's financial performance period-to-period. The press release also contains free operating cash flow which is a non-GAAP measure and is defined below.

Management believes that presentation of these non-GAAP financial measures provides useful information about the results of operations of the Company for the current and past periods. Management believes that investors should have available the same information that management uses to assess operating performance, determine compensation and assess the capital structure of the Company. These non-GAAP measures should not be considered in isolation or as a substitute for the most comparable GAAP measures. Investors are cautioned that non-GAAP financial measures utilized by the Company may not be comparable to non-GAAP financial measures used by other companies.

Free Operating Cash Flow
Free operating cash flow is a non-GAAP financial measure and is defined by the Company as cash provided by operations (which is the most directly comparable GAAP measure) less capital expenditures plus proceeds from disposals of fixed assets. Management considers free operating cash flow to be an important indicator of Kennametal's cash generating capability because it better represents cash generated from operations that can be used for dividends, debt repayment, strategic initiatives (such as acquisitions), and other investing and financing activities.

Debt to Capital
Debt to Capital is a non-GAAP financial measure and is defined by Kennametal as total debt divided by the sum of total equity plus total debt. The most directly comparable GAAP measure is debt to equity, which is defined as total debt divided by total equity. Management believes that Debt to Capital provides additional insight into the underlying capital structure and performance of the Company.

DEBT TO CAPITAL (UNAUDITED)

(in thousands, except percents)	**June 30, 2015**	**June 30, 2014**
Total debt	751,587	1,061,783
Total equity	1,375,435	1,961,608
Debt to equity, GAAP	54.6%	54.1%
Total debt	751,587	1,061,783
Total equity	1,375,435	1,961,608
Total capital	2,127,022	3,023,391
Debt to capital	35.3%	35.1%

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.
On July 28, 2015, the Compensation Committee of the Board of Directors of Kennametal Inc. (the “Corporation”) approved modified Forms of Equity Agreement to be issued under the Kennametal Inc. Stock and Incentive Plan of 2010 (as Amended and Restated October 22, 2013), and as further amended on January 27, 2015 (the “Stock and Incentive Plan”). Each Form of Equity Agreement has been modified (i) to change the vesting schedule from four years to three years; and (ii) to add a definition of termination by employee for “Good Cause” in connection with a Change in Control event. The foregoing description of the material terms of the modified Equity Forms of Agreement are qualified in their entirety by reference to the complete copy of the Equity Forms of Agreement, which are filed herewith.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

10.1 Form of Kennametal Inc. Performance Unit Award (granted under Amendment No. 1 to the Kennametal Inc. Stock and Incentive Plan of 2010 (As Amended and Restated October 22, 2013))

10.2 Form of Kennametal Inc. Performance Unit Award - President and CEO (granted under Amendment No. 1 to the Kennametal Inc. Stock and Incentive Plan of 2010 (As Amended and Restated October 22, 2013))

10.3 Form of Kennametal Inc. Restricted Unit Award (granted under Amendment No. 1 to the Kennametal Inc. Stock and Incentive Plan of 2010 (As Amended and Restated October 22, 2013))

10.4 Form of Kennametal Inc. Restricted Unit Award - President and CEO (granted under Amendment No. 1 to the Kennametal Inc. Stock and Incentive Plan of 2010 (As Amended and Restated October 22, 2013))

10.5 Form of Kennametal Inc. Restricted Unit Award - Alternate Form (granted under Amendment No. 1 to the Kennametal Inc. Stock and Incentive Plan of 2010 (As Amended and Restated October 22, 2013))

10.6 Form of Kennametal Inc. Cash Settled Share-Based Award for China-based Employees (granted under Amendment No. 1 to the Kennametal Inc. Stock and Incentive Plan of 2010 (As Amended and Restated October 22, 2013))

10.7 Form of Kennametal Inc. Nonstatutory Stock Option Award (granted under Amendment No. 1 to the Kennametal Inc. Stock and Incentive Plan of 2010 (As Amended and Restated October 22, 2013))

10.8 Form of Kennametal Inc. Nonstatutory Stock Option Award - President and CEO (granted under Amendment No. 1 to the Kennametal Inc. Stock and Incentive Plan of 2010 (As Amended and Restated October 22, 2013))

10.9 Form of Kennametal Inc. Nonstatutory Stock Option Award - Alternate Form (granted under Amendment No. 1 to the Kennametal Inc. Stock and Incentive Plan of 2010 (As Amended and Restated October 22, 2013))

10.10 Form of Kennametal Inc. Stock Appreciation Right Award for China-based Employees (granted under Amendment No. 1 to the Kennametal Inc. Stock and Incentive Plan of 2010 (As Amended and Restated October 22, 2013))

99.1 Fiscal 2015 Fourth Quarter Earnings Announcement

99.2 Fiscal 2015 Fourth Quarter Supplemental Presentation Materials

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

		KENNAMETAL INC.
Date: July 30, 2015	By:	/s/ Martha Fusco
		Martha Fusco
		Interim Chief Financial Officer, Vice President Finance and Corporate Controller

KENNAMETAL INC.

PERFORMANCE UNIT AWARD

Grant Date: ____________________

Kennametal Inc. (the "Company") hereby grants to [NAME] (the "Awardee"), as of the Grant Date listed above, this Performance Unit Award (the "Award") for [TARGET NUMBER OF STOCK UNITS] Stock Units, subject to the terms and conditions of the Kennametal Inc. Stock and Incentive Plan of 2010, as Amended and Restated on October 22, 2013, as further amended January 27, 2015 (the "Plan") and the additional terms listed below. Capitalized terms used herein, but not otherwise defined, shall have the same meaning ascribed to them in the Plan.

1. Each Stock Unit represents the right to receive one Share of the Company's Capital Stock, par value $1.25 per share, subject to the satisfaction of the Service Condition described herein and the Performance Conditions attached hereto as **Exhibit A**. Stock Units as initially awarded have no independent economic value, but rather are mere units of measurement used for purposes of calculating the number of Shares, if any, to be delivered under this Award. The maximum amount of Stock Units that may be earned under this Award is equal to two times the target number of Stock Units listed in the preamble above.

2. Except as otherwise provided in this Award, Awardee must be actively employed by the Company on the Payment Date (defined below) to be eligible to receive Shares in payment of any Stock Units earned under this Award (the "Service Condition").

3. In addition to satisfaction of the Service Condition, payment under this Award is subject to, and contingent upon, achievement of the annual Performance Conditions during the Performance Period. The amount of this Award payable to Awardee will be determined by the level of achievement of the annual Performance Conditions as set forth in **Exhibit A**. Achievement of the Performance Conditions, including the level of achievement, if any, for each fiscal year in the Performance Period shall be determined by the Compensation Committee of the Board of Directors (the "Compensation Committee"), in its sole discretion, and Awardee agrees to be bound by such determination; provided, however, the Compensation Committee shall not use its discretionary authority reserved to it under Section 6(g) of the Plan to reduce the number of Stock Units earned, if any, based on the achievement of the Performance Conditions pursuant to the terms and conditions of this Award. For each fiscal year of the Performance Period, any Stock Units that are not earned will be cancelled and forfeited at the end of such fiscal year.

4. Issuance and Distribution.

a. At the end of each fiscal year of the Performance Period to which this Award relates, the Compensation Committee will certify in writing the extent to which the applicable annual Performance Conditions have been achieved. For purposes of this provision, and for so long as the Code permits, the approved minutes of the Committee meeting in which the certification is made may be treated as written certification.

b. Subject to the terms and conditions of this Award and unless otherwise specifically provided herein, Stock Units earned by an Awardee will be settled and paid in Shares of the Company's Capital Stock as soon as practicable following the end of the three-year Performance Period on a date determined in the Company's discretion, but in no event later than the last day of the "applicable 2½ month period" specified in Treas. Reg. §1.409A-1(b)(4) (the "Payment Date").

5. Change in Awardee's Status; Change in Control.

a. Death or Disability. In the event an Awardee Separates from Service before the Payment Date on account of death or Disability, the Service Condition will be waived. For completed fiscal years, Awardee shall be entitled to receive payment for any Stock Units that have been earned based on the achievement of the Performance Conditions applicable to such fiscal year. For fiscal years not completed, the Performance Conditions will be deemed to have been achieved at the target level and the Awardee will be deemed to have earned for each such fiscal year a number of Stock Units that were able to be earned for such fiscal year.

Subject to the terms and conditions of this Award and unless otherwise specifically provided herein, in the event an Awardee Separates from Service on account of death or Disability, the Stock Units, to the extent earned by the Awardee, shall be paid as soon as practicable following the date of such Separation from Service, but in no event later than the last day of the "applicable 2½ month period" specified in Treas. Reg. §1.409A-1(b)(4).

b. Change of Control. In the event there is a Change in Control during the Performance Period, and unless otherwise specifically provided herein, payment under this Award will remain subject to the satisfaction of the Service Condition. For completed fiscal years prior to the Change in Control, Awardee shall remain eligible to receive payment for any Stock Units that have been earned based on the achievement of the Performance Conditions applicable to such fiscal year. For fiscal years not completed prior to the Change in Control, the Performance Conditions will be deemed to have been achieved at the target level and the Awardee will remain eligible to earn for each such fiscal year a number of Stock Units that were able to be earned for such fiscal year.

c. Change in Control Separation. In the event an Awardee Separates from Service prior to the Payment Date on account of an involuntary termination by the Company without cause or Awardee voluntarily terminates employment for Good Reason (as defined herein) (a) within the six-month period immediately preceding a Change in Control in contemplation of such Change in Control (and the Change in Control actually occurs) or (b) during the two-year period following a Change in Control (a "Change in Control Separation"), the Service Condition will be waived. For completed fiscal years prior to the Change in Control, Awardee shall be entitled to receive payment for any Stock Units that have been earned based on the achievement of the Performance Conditions applicable to such fiscal year. For fiscal years not completed prior to the Change in Control, the Performance Conditions will be deemed to have been achieved at the target level and the Awardee will be deemed to have earned for each such fiscal year a number of Stock Units that were able to be earned for such fiscal year.

Subject to the terms and conditions of this Award and unless otherwise specifically provided herein, in the event of an Change in Control Separation, the Stock Units, to the extent earned by the Awardee, shall be paid as soon as practicable following the date of such Change in Control Separation, but in no event later than the last day of the “applicable 2½ month period” specified in Treas. Reg. §1.409A-1(b)(4); provided that, in the Committee’s discretion, the Stock Units may be settled in cash and/or securities or other property.

The term “Good Reason” for purposes of this Award shall mean the occurrence of any of the following in connection with a Change in Control:

(i) without the Awardee's express written consent, the material diminution of responsibilities or the assignment to the Awardee of any duties materially and substantially inconsistent with his positions, duties, responsibilities and status with Company immediately prior to a Change in Control, or a material change in his or her reporting responsibilities, titles or offices as in effect immediately prior to a Change in Control, or any removal of the Awardee from or any failure to re-elect the Awardee to any of such positions, except in connection with the termination of the Awardee's employment due to Cause (as hereinafter defined) or as a result of the Awardee’s death;

(ii) a material reduction by Company in the Awardee's base salary as in effect immediately prior to any Change in Control;

(iii) a failure by Company to continue to provide incentive compensation, under the rules by which incentives are provided, on a basis not materially less favorable to that provided by Company immediately prior to any Change in Control;

(iv) a material reduction in the overall level of employee benefits, including any benefit or compensation plan, stock option plan, retirement plan, life insurance plan, health and accident plan or disability plan in which Awardee is actively participating immediately prior to a Change in Control (provided, however, that there shall not be deemed to be any such failure if Company substitutes for the discontinued plan, a plan providing Awardee with substantially similar benefits) or the taking of any action by Company which would adversely affect Awardee's participation in or materially reduce Awardee's overall level of benefits under such plans or deprive Awardee of any material fringe benefits enjoyed by Awardee immediately prior to a Change-in-Control;

(v) the breach of this Agreement caused by the failure of Company to obtain the assumption of this Agreement by any successor; and

(vi) the relocation of the Awardee to a facility or a location more than 50 miles from the Awardee's then present location, without the Awardee's prior written consent.

Notwithstanding the forgoing, in order for the Awardee to terminate for Good Reason: (a) the Awardee must give written notice to Company or its successor of the Awardee's intention to terminate employment for Good Reason within sixty (60) days after the event or omission which constitutes Good Reason, and any failure to give such written notice within such period will result in a waiver by the Awardee of his right to terminate for Good Reason as a result of such act or omission, (b) the event must remain uncorrected by the Company for thirty (30) days following such notice (the "Notice Period"), and (c) such termination must occur within sixty (60) days after the expiration of the Notice Period.

d. Retirement. In the event a Retirement Eligible Awardee (as defined below) Separates from Service on account of Retirement during the Performance Period, the Service Condition will be waived and the amount of this Award to be paid, if any, will be determined as follows. For completed fiscal years, Awardee shall be entitled to receive payment for any Stock Units that have been earned based on the achievement of the Performance Conditions applicable to such Performance Period. For the fiscal year in which the Separation from Service occurs, the Awardee will be entitled to receive payment for a number of Stock Units determined by multiplying (x) the number of Stock Units that are earned based on the achievement of the Performance Conditions applicable to such fiscal year, times (y) the fraction equal to the number of completed months starting with July 1st of the fiscal year in which the Separation from Service occurs and ending with the month of the Awardee’s Retirement, divided by the number of months within the period. All other Stock Units granted under this Award, including Stock Units that could have been earned for fiscal years after the fiscal year in which the Separation from Service occurred, shall be cancelled and forfeited without payment by the Company or any Affiliate.

Notwithstanding any other provision of this Award to the contrary, with respect to an Awardee who is or becomes eligible to Separate from Service on account of Retirement during the Performance Period (a “Retirement Eligible Awardee”), any payment made to such Retirement Eligible Awardee under this Award by reason of (i) a Separation from Service on account of death shall be paid in the month following the month containing the date of such Separation from Service; (ii) a Separation from Service on account of Disability shall be paid in the month following the month containing the 6-month anniversary of the date of such Separation from Service (or, if earlier, the date specified in (iv) below); (iii) a Change in Control Separation shall be paid in the month following the month containing the 6-month anniversary of the date of such Change in Control Separation (or, if earlier, the date specified in (iv) below); or (iv) achievement of the annual Performance Conditions during the Performance Period as specified herein (and regardless of whether Retirement Eligible Awardee Separates from Service on account of Retirement) shall be paid in [August 20XX].

e. <u>All Other Separations from Service</u>. In the event an Awardee Separates from Service for any other reason (other than death, Disability, Retirement or Change in Control Separation), including, but not limited to, voluntarily by the Awardee or involuntarily by the Company with or without cause, prior to the Payment Date, all Stock Units granted to the Awardee shall be cancelled and forfeited, whether payable or not, without payment by the Company or any Affiliate.

6. The Stock Units will be entitled to receive Dividend Equivalents, which will be subject to all conditions and restrictions applicable to the underlying Stock Units to which they relate. Dividend Equivalents will accrue during the Performance Period. At the end of each fiscal year, Dividend Equivalents will be earned only for Stock Units that are earned or deemed earned under this Award for that fiscal year. With respect to Stock Units that are not earned for a fiscal year (because the applicable Performance Conditions are not satisfied or otherwise), Dividend Equivalents that were accrued for those Stock Units will be cancelled and forfeited along with the Stock Units and underlying Shares, without payment by the Company or any Affiliate. Dividend Equivalents will be paid in cash at such time as the underlying Stock Units to which they relate are paid.

7. The Stock Units may not be sold, assigned, pledged, exchanged, hypothecated, gifted or otherwise transferred, encumbered or disposed of prior to the Payment Date, except as described herein or in the Plan.

8. The Shares underlying the Stock Units shall not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. The Company may refuse to register a transfer of the Shares on the stock transfer records of the Company if the transfer constitutes a violation of any applicable securities law and the Company may give related instructions to its transfer agent, if any, to stop registration of the transfer of the Shares.

9. This Performance Unit Award is intended to comply with Section 409A of the Internal Revenue Code (which deals with nonqualified deferred compensation) or an exception thereto and the regulations promulgated thereunder and

will be construed accordingly. To the extent a payment is subject to Section 409A and not excepted therefrom, such payment shall be treated as made on the specified date of payment if such payment is made at such date or a later date in the same calendar year or, if later, by the 15th day of the third calendar month following the specified date of payment, as provided and in accordance with Treas. Reg. § 1.409A-3(d). An Awardee shall have no right to designate the date of any payment under this Award. The Company reserves the right to administer, amend or modify the Award or to take any other action necessary or desirable to enable the Award to be interpreted and construed accordingly. Notwithstanding the foregoing, the Awardee acknowledges and agrees that Section 409A may impose upon the Awardee certain taxes or interest charges for which the Awardee is and shall remain solely responsible.

10. Notwithstanding anything to the contrary in this Award or the Plan, in the event that this Award is not accepted by the Awardee on or before the date that is 180 days from the grant date noted herein (the “Forfeiture Date”), then this Award shall become null and void and all Stock Units subject to this Award shall be forfeited by the Awardee as of the Forfeiture Date. For acceptance to be valid, the Awardee must accept this Award in the manner specified by the Company. Any Shares underlying the Stock Units covered by this Award that are forfeited by the Awardee shall be returned to the Plan and resume the status of shares available for grant.

11. All other terms and conditions applicable to this Award are contained in the Plan. A copy of the Plan and related Prospectus is available on your accounts page at netbenefits.fidelity.com under Plan Information and Documents, as well as on The Hub under Human Resources.

KENNAMETAL INC.

By: Kevin G. Nowe

Title: Vice President, Secretary and General Counsel

Exhibit A

Performance Conditions for FY16 LTIP Performance Unit Awards

I. ADJUSTED RETURN ON INVESTED CAPITAL (ADJ. ROIC) COMPONENT: WEIGHTED AT 60%

ADJ. ROIC			
	FY16	FY17	FY18
Maximum	14%	14%	14%
Target	10%	10%	10%
Threshold	7%	7%	7%

Note: The table sets forth the three year period beginning July 1, 2014 and ending June 30, 2017 (“Performance Period”) referenced in the Performance Unit Award Agreement to which this Exhibit A is attached.

Performance Conditions Payout Table for ROIC Component			
	Threshold	**Target**	**Maximum**
Performance Goal	**7%**	**10%**	**14%**
Payout Range	**50%**	**100%**	**200%**

Note: Interpolation between values shown in the above table will be made on a straight line basis. There will be no payment for performance below Threshold, and no additional payment for performance above Maximum.

Subject to the terms and conditions of this Award, up to one-third of the maximum number of Stock Units may be earned for each fiscal year of the Performance Period,

II. RELATIVE TOTAL SHAREHOLDER RETURN (RELATIVE TSR) COMPONENT: WEIGHTED AT 40%

(a) The Stock Units that may be earned by the Participant will be based on (i) the Corporation’s Total Shareholder Return, as described below, relative to the Peer Group’s (as set forth in Attachment) Total Shareholder Return for each specified period of time (“Performance Period”) and (ii) satisfaction of the condition of employment, as set forth below.

(i) “Total Shareholder Return” (or “TSR”) over each specified period shall be calculated in accordance with the following formula: ((Final Price + all cash dividends paid during the specified period, included as of the applicable ex-dividend date)/Initial Price) - 1, expressed as a percentage.

(ii) “Final Price” shall mean the average of the closing prices of the Common Stock of each peer company and the Company for the final thirty trading days of the specified period plus all cash dividends paid during the final thirty (30) trading days. For purposes of this Agreement, this shall mean the final thirty (30) trading days in fiscal 2016, 2017 and 2018, as applicable.

(iii) “Initial Price” shall mean the average of the closing prices of the Common Stock of each peer company and the Company for the last thirty (30) trading days preceding the beginning of the specified period plus all cash dividends paid during the last thirty (30) trading days. For purposes of this Agreement, the Initial Price shall be calculated based on the average of the closing stock prices over the thirty days ending on June 30, 2015 and the final thirty trading days ending on June 30, 2016 and June 30, 2017, as applicable.

(iv) The Company’s Total Shareholder Return for each specified period shall be measured as a percentile ranking in comparison with the index of the Peer Group Total Shareholder Return (the “Index”).

(b) The total number of shares of Common Stock to be received pursuant to this agreement shall be the “Award Shares” and shall be calculated as follows:

(i) 25% of the Target Stock Units shall be earned if the Company’s Total Shareholder Return for July 1, 2015 - June 30, 2016 (“Period 1”) is equal to the 55th percentile Total Shareholder Return of the Index for Period 1;

(ii) 25% of the Target Stock Units shall be earned if the Company’s Total Shareholder Return for July 1, 2016 - June 30, 2017 (“Period 2”) is equal to the 55th percentile Total Shareholder Return of the Index for Period 2;

(iii) 25% of the Target Stock Units shall be earned if the Company’s Total Shareholder Return for July 1, 2017 - June 30, 2018 (“Period 3”) is equal to the 55th percentile Total Shareholder Return of the Index for Period 3; and

(iv) 25% of the Target Stock Units shall be earned if the Company’s Total Shareholder Return for July 1, 2015 - June 30, 2018 (“Period 4”) is equal to the 55th percentile Total Shareholder Return of the Index for Period 4 (each of Period 1, Period 2, Period 3 and Period 4 is an “Applicable Period”);

The percentile rank calculation shall be calculated without including the Company.

Each of the share amounts set forth in (i), (ii), (iii) and (iv) above shall be subject to adjustment based on the following formula: shares earned = TSR Payout Factor x 0.25 x Target Stock Units. The “TSR Payout Factor” is based on the Company’s Total Shareholder Return for the Applicable Period relative to the Index, determined in accordance with the following table:

If the Company's TSR rank against the Peer Group is:	TSR Payout Factor (% of Target TSR tock Units)
at the 30th percentile (Threshold)	50%
at the 55th percentile (Target)	100%
at the 80th percentile or more (Maximum)	200%

Subject to the terms and conditions of this Award, up to one-quarter of the maximum number of Stock Units may be earned in each measurement period of the performance period.

The TSR Payout Factor shall be interpolated on a straight-line basis between the percentile levels in the above table, but no amounts will be payable if the Company's TSR rank against the Peer Group is below the Threshold level and no amounts over 200% will be paid out if the Company's TSR rank against the Peer Group is above the 80th percentile.

By way of example to illustrate the calculation of the number of Award Shares earned if the Target Award Share amount is 1,200 shares. If the Company's TSR rank in Period 1 was the 25th percentile, Period 2 was the 65th percentile, Period 3 was the 55th percentile and Period 4 was the 80th percentile, the number of Award Shares would be 1,320 shares (0+420+300+600) as shown in the table below:

				Award Shares (1,200 Target)
Period 1	25th percentile	0%	25%	0
Period 2	65th percentile	140%	25%	420
Period 3	55th percentile	100%	25%	300
Period 4	80th percentile	200%	25%	600
			Total Award Shares Earned	**1,320**

The Index group companies shall consist of those companies that comprise the S&P 400 Capital Goods Index on the date of grant. A detailed list of the companies that comprise the Index as of July 21, 2014 is attached. Peer Group companies will be adjusted as follows for activity during the Performance Period:

- If the Company or a member of the Peer Group splits its stock, such company's TSR will be adjusted for the stock split
- If a member of the Peer Group is acquired by another company, the acquired Peer Group company will be removed from the Peer Group for the entire Performance Period
- If a member of the Peer Group sells, spins-off, or disposes of a portion of its business representing more than 50% of such Company's total assets during the Performance Period, such Company will be removed from the Peer Group
- If a member of the Peer Group acquires another company, the acquiring Peer Group company will remain in the Peer Group for the Performance Period
- If a member of the Peer Group is delisted on all major stock exchanges, such delisted company will be removed from the Peer Group for the entire Performance Period
- Members of the Peer Group that file for bankruptcy, liquidation or similar reorganization during the Performance Period will remain in the Peer Group, positioned below the lowest performing nonbankrupt member of the Peer Group

Any adjustments resulting in the removal of a peer company will not impact completed measurement periods during an outstanding performance period. The Compensation Committee shall have the authority to make adjustments in response to a change in circumstances that results in a member of the peer group no longer satisfying the criteria for which such member was originally selected.

INDEX PEER GROUP COMPANIES
(as of July 16, 2015)

S&P 400 Capital Goods Index

Company Name	**Exchange:Ticker**
Acuity Brands, Inc.	NYSE:AYI
AECOM Technology Corporation	NYSE:ACM
AGCO Corporation	NYSE:AGCO
AO Smith Corp.	NYSE:AOS
B/E Aerospace Inc.	NasdaqGS:BEAV
Carlisle Companies Incorporated	NYSE:CSL
CLARCOR Inc.	NYSE:CLC
Crane Co.	NYSE:CR
Donaldson Company, Inc.	NYSE:DCI
Esterline Technologies Corp.	NYSE:ESL
Fortune Brands Home & Security, Inc.	NYSE:FBHS
GATX Corp.	NYSE:GMT
Graco Inc.	NYSE:GGG
Granite Construction Incorporated	NYSE:GVA
Hubbell Inc.	NYSE:HUB.B
Huntington Ingalls Industries, Inc.	NYSE:HII
IDEX Corporation	NYSE:IEX
ITT Corporation	NYSE:ITT
KBR, Inc.	NYSE:KBR
KLX Inc.	NasdaqGS:KLXI
Lennox International, Inc.	NYSE:LII
Lincoln Electric Holdings Inc.	NasdaqGS:LECO
MSC Industrial Direct Co. Inc.	NYSE:MSM
Nordson Corporation	NasdaqGS:NDSN
NOW Inc.	NYSE:DNOW
Orbital ATK, Inc.	NYSE:OA
Oshkosh Corporation	NYSE:OSK
Regal Beloit Corporation	NYSE:RBC
SPX Corporation	NYSE:SPW
Teledyne Technologies Inc.	NYSE:TDY
Terex Corp.	NYSE:TEX
The Timken Company	NYSE:TKR
Trinity Industries Inc.	NYSE:TRN
Triumph Group, Inc.	NYSE:TGI
Valmont Industries, Inc.	NYSE:VMI
Watsco Inc.	NYSE:WSO
Westinghouse Air Brake Technologies Corporation	NYSE:WAB
Woodward, Inc.	NasdaqGS:WWD

KENNAMETAL INC.

PERFORMANCE UNIT AWARD

(FOR PRESIDENT AND CEO)

Grant Date: ____________________

Kennametal Inc. (the "Company") hereby grants to [NAME] (the "Awardee"), as of the Grant Date listed above, this Performance Unit Award (the "Award") for [TARGET NUMBER OF STOCK UNITS] Stock Units, subject to the terms and conditions of the Kennametal Inc. Stock and Incentive Plan of 2010, as Amended and Restated on October 22, 2013, as further amended January 27, 2015 (the "Plan") and the additional terms listed below. Capitalized terms used herein, but not otherwise defined, shall have the same meaning ascribed to them in the Plan.

1. Each Stock Unit represents the right to receive one Share of the Company's Capital Stock, par value $1.25 per share, subject to the satisfaction of the Service Condition described herein and the Performance Conditions attached hereto as **Exhibit A**. Stock Units as initially awarded have no independent economic value, but rather are mere units of measurement used for purposes of calculating the number of Shares, if any, to be delivered under this Award. The maximum amount of Stock Units that may be earned under this Award is equal to two times the target number of Stock Units listed in the preamble above.

2. Except as otherwise provided in this Award, Awardee must be actively employed by the Company on the Payment Date (defined below) to be eligible to receive Shares in payment of any Stock Units earned under this Award (the "Service Condition").

3. In addition to satisfaction of the Service Condition, payment under this Award is subject to, and contingent upon, achievement of the annual Performance Conditions during the Performance Period. The amount of this Award payable to Awardee will be determined by the level of achievement of the annual Performance Conditions as set forth in **Exhibit A**. Achievement of the Performance Conditions, including the level of achievement, if any, for each fiscal year in the Performance Period shall be determined by the Compensation Committee of the Board of Directors (the "Compensation Committee"), in its sole discretion, and Awardee agrees to be bound by such determination; provided, however, the Compensation Committee shall not use its discretionary authority reserved to it under Section 6(g) of the Plan to reduce the number of Stock Units earned, if any, based on the achievement of the Performance Conditions pursuant to the terms and conditions of this Award. For each fiscal year of the Performance Period, any Stock Units that are not earned will be cancelled and forfeited at the end of such fiscal year.

4. Issuance and Distribution.

a. At the end of each fiscal year of the Performance Period to which this Award relates, the Compensation Committee will certify in writing the extent to which the applicable annual Performance Conditions have been achieved.

For purposes of this provision, and for so long as the Code permits, the approved minutes of the Committee meeting in which the certification is made may be treated as written certification.

b. Subject to the terms and conditions of this Award and unless otherwise specifically provided herein, Stock Units earned by an Awardee will be settled and paid in Shares of the Company's Capital Stock as soon as practicable following the end of the three-year Performance Period on a date determined in the Company's discretion, but in no event later than the last day of the "applicable 2½ month period" specified in Treas. Reg. §1.409A-1(b)(4) (the "Payment Date").

5. Change in Awardee's Status; Change in Control.

a. Death or Disability. In the event an Awardee Separates from Service before the Payment Date on account of death or Disability, the Service Condition will be waived. For completed fiscal years, Awardee shall be entitled to receive payment for any Stock Units that have been earned based on the achievement of the Performance Conditions applicable to such fiscal year. For fiscal years not completed, the Performance Conditions will be deemed to have been achieved at the target level and the Awardee will be deemed to have earned for each such fiscal year a number of Stock Units that were able to be earned for such fiscal year.

Subject to the terms and conditions of this Award and unless otherwise specifically provided herein, in the event an Awardee Separates from Service on account of death or Disability, the Stock Units, to the extent earned by the Awardee, shall be paid as soon as practicable following the date of such Separation from Service, but in no event later than the last day of the "applicable 2½ month period" specified in Treas. Reg. §1.409A-1(b)(4).

b. Change of Control. In the event there is a Change in Control during the Performance Period, and unless otherwise specifically provided herein, payment under this Award will remain subject to the satisfaction of the Service Condition. For completed fiscal years prior to the Change in Control, Awardee shall remain eligible to receive payment for any Stock Units that have been earned based on the achievement of the Performance Conditions applicable to such fiscal year. For fiscal years not completed prior to the Change in Control, the Performance Conditions will be deemed to have been achieved at the target level and the Awardee will remain eligible to earn for each such fiscal year a number of Stock Units that were able to be earned for such fiscal year.

c. Change in Control Separation. In the event an Awardee Separates from Service prior to the Payment Date on account of an involuntary termination by the Company without cause or Awardee voluntarily terminates employment for Good Reason (as defined herein) (a) within the six-month period immediately preceding a Change in Control in contemplation of such Change in Control (and the Change in Control actually occurs) or (b) during the two-year period following a Change in Control (a "Change in Control Separation"), the Service Condition will be waived. For completed fiscal years prior to the Change in Control, Awardee shall be entitled to receive payment for any Stock Units that have been earned based on the achievement of the Performance Conditions applicable to such fiscal year. For fiscal years not completed prior to the Change in Control, the Performance Conditions will be deemed to have been achieved at the target level and the Awardee will be deemed to have earned for each such fiscal year a number of Stock Units that were able to be earned for such fiscal year.

Subject to the terms and conditions of this Award and unless otherwise specifically provided herein, in the event of an Change in Control Separation, the Stock Units, to the extent earned by the Awardee, shall be paid as soon as practicable following the date of such Change in Control Separation, but in no event later than the last day of the “applicable 2½ month period” specified in Treas. Reg. §1.409A-1(b)(4); provided that, in the Committee’s discretion, the Stock Units may be settled in cash and/or securities or other property.

The term “Good Reason” for purposes of this Award shall mean the occurrence of any of the following in connection with a Change in Control:

(i) without the Awardee's express written consent, the material diminution of responsibilities or the assignment to the Awardee of any duties materially and substantially inconsistent with his positions, duties, responsibilities and status with Company immediately prior to a Change in Control, or a material change in his or her reporting responsibilities, titles or offices as in effect immediately prior to a Change in Control, or any removal of the Awardee from or any failure to re-elect the Awardee to any of such positions, except in connection with the termination of the Awardee's employment due to Cause (as hereinafter defined) or as a result of the Awardee’s death;

(ii) a material reduction by Company in the Awardee's base salary as in effect immediately prior to any Change in Control;

(iii) a failure by Company to continue to provide incentive compensation, under the rules by which incentives are provided, on a basis not materially less favorable to that provided by Company immediately prior to any Change in Control;

(iv) a material reduction in the overall level of employee benefits, including any benefit or compensation plan, stock option plan, retirement plan, life insurance plan, health and accident plan or disability plan in which Awardee is actively participating immediately prior to a Change in Control (provided, however, that there shall not be deemed to be any such failure if Company substitutes for the discontinued plan, a plan providing Awardee with substantially similar benefits) or the taking of any action by Company which would adversely affect Awardee's participation in or materially reduce Awardee's overall level of benefits under such plans or deprive Awardee of any material fringe benefits enjoyed by Awardee immediately prior to a Change-in-Control;

(v) the breach of this Agreement caused by the failure of Company to obtain the assumption of this Agreement by any successor; and

(vi) the relocation of the Awardee to a facility or a location more than 50 miles from the Awardee's then present location, without the Awardee's prior written consent.

Notwithstanding the forgoing, in order for the Awardee to terminate for Good Reason: (a) the Awardee must give written notice to Company or its successor of the Awardee's intention to terminate employment for Good Reason within sixty (60) days after the event or omission which constitutes Good Reason, and any failure to give such written notice within such period will result in a waiver by the Awardee of his right to terminate for Good Reason as a result of such act or omission, (b) the event must remain uncorrected by the Company for thirty (30) days following such notice (the "Notice Period"), and (c) such termination must occur within sixty (60) days after the expiration of the Notice Period.

d. <u>Retirement</u>. In the event a Retirement Eligible Awardee (as defined below) Separates from Service on account of Retirement during the Performance Period, the Service Condition will be waived and the amount of this Award to be paid, if any, will be determined as follows. For completed fiscal years, Awardee shall be entitled to receive payment for any Stock Units that have been earned based on the achievement of the Performance Conditions applicable to such Performance Period. For the fiscal year in which the Separation from Service occurs, the Awardee will be entitled to receive payment for a number of Stock Units determined by multiplying (x) the number of Stock Units that are earned based on the achievement of the Performance Conditions applicable to such fiscal year, times (y) the fraction equal to the number of completed months starting with July 1st of the fiscal year in which the Separation from

Service occurs and ending with the month of the Awardee's Retirement, divided by the number of months within the period. All other Stock Units granted under this Award, including Stock Units that could have been earned for fiscal years after the fiscal year in which the Separation from Service occurred, shall be cancelled and forfeited without payment by the Company or any Affiliate.

Notwithstanding any other provision of this Award to the contrary, with respect to an Awardee who is or becomes eligible to Separate from Service on account of Retirement during the Performance Period (a "Retirement Eligible Awardee"), any payment made to such Retirement Eligible Awardee under this Award by reason of (i) a Separation from Service on account of death shall be paid in the month following the month containing the date of such Separation from Service; (ii) a Separation from Service on account of Disability shall be paid in the month following the month containing the 6-month anniversary of the date of such Separation from Service (or, if earlier, the date specified in (iv) below); (iii) a Change in Control Separation shall be paid in the month following the month containing the 6-month anniversary of the date of such Change in Control Separation (or, if earlier, the date specified in (iv) below); or (iv) achievement of the annual Performance Conditions during the Performance Period as specified herein (and regardless of whether Retirement Eligible Awardee Separates from Service on account of Retirement) shall be paid in [August 20XX].

For purposes of this Award, the term "Retirement" shall mean the Awardee's Separation from Service with the Company or any Subsidiary, Affiliate or Parent of the Company at a time when the Awardee (a) has attained age 55 with eight (8) years of service, (b) has attained age 65, or (c) is required by law or regulations to Separate from Service with the Company or any Subsidiary, Affiliate or Parent of the Company under a mandatory retirement scheme.

e. <u>All Other Separations from Service</u>. In the event an Awardee Separates from Service for any other reason (other than death, Disability, Retirement or Change in Control Separation), including, but not limited to, voluntarily by the Awardee or involuntarily by the Company with or without cause, prior to the Payment Date, all Stock Units granted to the Awardee shall be cancelled and forfeited, whether payable or not, without payment by the Company or any Affiliate.

6. The Stock Units will be entitled to receive Dividend Equivalents, which will be subject to all conditions and restrictions applicable to the underlying Stock Units to which they relate. Dividend Equivalents will accrue during the Performance Period. At the end of each fiscal year, Dividend Equivalents will be earned only for Stock Units that are earned or deemed earned under this Award for that fiscal year. With respect to Stock Units that are not earned for a fiscal year (because the applicable Performance Conditions are not satisfied or otherwise), Dividend Equivalents that were accrued for those Stock Units will be cancelled and forfeited along with the Stock Units and underlying Shares, without payment by the Company or any Affiliate. Dividend Equivalents will be paid in cash at such time as the underlying Stock Units to which they relate are paid.

7. The Stock Units may not be sold, assigned, pledged, exchanged, hypothecated, gifted or otherwise transferred, encumbered or disposed of prior to the Payment Date, except as described herein or in the Plan.

8. The Shares underlying the Stock Units shall not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. The Company may refuse to register a transfer of the Shares on the stock transfer records of the Company if the transfer constitutes a violation of any applicable

securities law and the Company may give related instructions to its transfer agent, if any, to stop registration of the transfer of the Shares.

9. This Performance Unit Award is intended to comply with Section 409A of the Internal Revenue Code (which deals with nonqualified deferred compensation) or an exception thereto and the regulations promulgated thereunder and will be construed accordingly. To the extent a payment is subject to Section 409A and not excepted therefrom, such payment shall be treated as made on the specified date of payment if such payment is made at such date or a later date in the same calendar year or, if later, by the 15th day of the third calendar month following the specified date of payment, as provided and in accordance with Treas. Reg. § 1.409A-3(d). An Awardee shall have no right to designate the date of any payment under this Award. The Company reserves the right to administer, amend or modify the Award or to take any other action necessary or desirable to enable the Award to be interpreted and construed accordingly. Notwithstanding the foregoing, the Awardee acknowledges and agrees that Section 409A may impose upon the Awardee certain taxes or interest charges for which the Awardee is and shall remain solely responsible.

10. Notwithstanding anything to the contrary in this Award or the Plan, in the event that this Award is not accepted by the Awardee on or before the date that is 180 days from the grant date noted herein (the “Forfeiture Date”), then this Award shall become null and void and all Stock Units subject to this Award shall be forfeited by the Awardee as of the Forfeiture Date. For acceptance to be valid, the Awardee must accept this Award in the manner specified by the Company. Any Shares underlying the Stock Units covered by this Award that are forfeited by the Awardee shall be returned to the Plan and resume the status of shares available for grant.

11. All other terms and conditions applicable to this Award are contained in the Plan. A copy of the Plan and related Prospectus is available on your accounts page at netbenefits.fidelity.com under Plan Information and Documents, as well as on The Hub under Human Resources.

KENNAMETAL INC.

By: Kevin G. Nowe

Title: Vice President, Secretary and General Counsel

Exhibit A

Performance Conditions for FY16 LTIP Performance Unit Awards

I. ADJUSTED RETURN ON INVESTED CAPITAL (ADJ. ROIC) COMPONENT: WEIGHTED AT 60%

ADJ. ROIC			
	FY16	FY17	FY18
Maximum	14%	14%	14%
Target	10%	10%	10%
Threshold	7%	7%	7%

Note: The table sets forth the three year period beginning July 1, 2014 and ending June 30, 2017 ("Performance Period") referenced in the Performance Unit Award Agreement to which this Exhibit A is attached.

Performance Conditions Payout Table for ROIC Component			
	Threshold	**Target**	**Maximum**
Performance Goal	**7%**	**10%**	**14%**
Payout Range	**50%**	**100%**	**200%**

Note: Interpolation between values shown in the above table will be made on a straight line basis. There will be no payment for performance below Threshold, and no additional payment for performance above Maximum.

Subject to the terms and conditions of this Award, up to one-third of the maximum number of Stock Units may be earned for each fiscal year of the Performance Period,

II. RELATIVE TOTAL SHAREHOLDER RETURN (RELATIVE TSR) COMPONENT: WEIGHTED AT 40%

(a) The Stock Units that may be earned by the Participant will be based on (i) the Corporation's Total Shareholder Return, as described below, relative to the Peer Group's (as set forth in Attachment) Total Shareholder Return for each specified period of time ("Performance Period") and (ii) satisfaction of the condition of employment, as set forth below.

(i) "Total Shareholder Return" (or "TSR") over each specified period shall be calculated in accordance with the following formula: ((Final Price + all cash dividends paid during the specified period, included as of the applicable ex-dividend date)/Initial Price) - 1, expressed as a percentage.

(ii) "Final Price" shall mean the average of the closing prices of the Common Stock of each peer company and the Company for the final thirty trading days of the specified period plus all cash dividends paid during the final thirty (30) trading days. For purposes of this Agreement, this shall mean the final thirty (30) trading days in fiscal 2016, 2017 and 2018, as applicable.

(iii) "Initial Price" shall mean the average of the closing prices of the Common Stock of each peer company and the Company for the last thirty (30) trading days preceding the beginning of the specified period plus all cash dividends paid during the last thirty (30) trading days. For purposes of this Agreement, the Initial

Price shall be calculated based on the average of the closing stock prices over the thirty days ending on June 30, 2015 and the final thirty trading days ending on June 30, 2016 and June 30, 2017, as applicable.

(iv) The Company's Total Shareholder Return for each specified period shall be measured as a percentile ranking in comparison with the index of the Peer Group Total Shareholder Return (the "Index").

(b) The total number of shares of Common Stock to be received pursuant to this agreement shall be the "Award Shares" and shall be calculated as follows:

(i) 25% of the Target Stock Units shall be earned if the Company's Total Shareholder Return for July 1, 2015 - June 30, 2016 ("Period 1") is equal to the 55th percentile Total Shareholder Return of the Index for Period 1;

(ii) 25% of the Target Stock Units shall be earned if the Company's Total Shareholder Return for July 1, 2016 - June 30, 2017 ("Period 2") is equal to the 55th percentile Total Shareholder Return of the Index for Period 2;

(iii) 25% of the Target Stock Units shall be earned if the Company's Total Shareholder Return for July 1, 2017 - June 30, 2018 ("Period 3") is equal to the 55th percentile Total Shareholder Return of the Index for Period 3; and

(iv) 25% of the Target Stock Units shall be earned if the Company's Total Shareholder Return for July 1, 2015 - June 30, 2018 ("Period 4") is equal to the 55th percentile Total Shareholder Return of the Index for Period 4 (each of Period 1, Period 2, Period 3 and Period 4 is an "Applicable Period");

The percentile rank calculation shall be calculated without including the Company.

Each of the share amounts set forth in (i), (ii), (iii) and (iv) above shall be subject to adjustment based on the following formula: shares earned = TSR Payout Factor x 0.25 x Target Stock Units. The "TSR Payout Factor" is based on the Company's Total Shareholder Return for the Applicable Period relative to the Index, determined in accordance with the following table:

If the Company's TSR rank against the Peer Group is:	**TSR Payout Factor (% of Target TSR tock Units)**
at the 30th percentile (Threshold)	50%
at the 55th percentile (Target)	100%
at the 80th percentile or more (Maximum)	200%

Subject to the terms and conditions of this Award, up to one-quarter of the maximum number of Stock Units may be earned in each measurement period of the performance period.

The TSR Payout Factor shall be interpolated on a straight-line basis between the percentile levels in the above table, but no amounts will be payable if the Company's TSR rank against the Peer Group is below the Threshold level and no amounts over 200% will be paid out if the Company's TSR rank against the Peer Group is above the 80th percentile.

By way of example to illustrate the calculation of the number of Award Shares earned if the Target Award Share amount is 1,200 shares. If the Company's TSR rank in Period 1 was the 25th percentile, Period 2 was the 65th percentile, Period 3 was the 55th percentile and Period 4 was the 80th percentile, the number of Award Shares would be 1,320 shares (0+420+300+600) as shown in the table below:

				Award Shares (1,200 Target)
Period 1	25th percentile	0%	25%	0
Period 2	65th percentile	140%	25%	420
Period 3	55th percentile	100%	25%	300
Period 4	80th percentile	200%	25%	600
			Total Award Shares Earned	**1,320**

The Index group companies shall consist of those companies that comprise the S&P 400 Capital Goods Index on the date of grant. A detailed list of the companies that comprise the Index as of July 21, 2014 is attached. Peer Group companies will be adjusted as follows for activity during the Performance Period:

- If the Company or a member of the Peer Group splits its stock, such company's TSR will be adjusted for the stock split
- If a member of the Peer Group is acquired by another company, the acquired Peer Group company will be removed from the Peer Group for the entire Performance Period
- If a member of the Peer Group sells, spins-off, or disposes of a portion of its business representing more than 50% of such Company's total assets during the Performance Period, such Company will be removed from the Peer Group
- If a member of the Peer Group acquires another company, the acquiring Peer Group company will remain in the Peer Group for the Performance Period
- If a member of the Peer Group is delisted on all major stock exchanges, such delisted company will be removed from the Peer Group for the entire Performance Period
- Members of the Peer Group that file for bankruptcy, liquidation or similar reorganization during the Performance Period will remain in the Peer Group, positioned below the lowest performing nonbankrupt member of the Peer Group

Any adjustments resulting in the removal of a peer company will not impact completed measurement periods during an outstanding performance period.
The Compensation Committee shall have the authority to make adjustments in response to a change in circumstances that results in a member of the peer group no longer satisfying the criteria for which such member was originally selected.

INDEX PEER GROUP COMPANIES
(as of July 16, 2015)

S&P 400 Capital Goods Index

Company Name	Exchange:Ticker
Acuity Brands, Inc.	NYSE:AYI
AECOM Technology Corporation	NYSE:ACM
AGCO Corporation	NYSE:AGCO
AO Smith Corp.	NYSE:AOS
B/E Aerospace Inc.	NasdaqGS:BEAV
Carlisle Companies Incorporated	NYSE:CSL
CLARCOR Inc.	NYSE:CLC
Crane Co.	NYSE:CR
Donaldson Company, Inc.	NYSE:DCI
Esterline Technologies Corp.	NYSE:ESL
Fortune Brands Home & Security, Inc.	NYSE:FBHS
GATX Corp.	NYSE:GMT
Graco Inc.	NYSE:GGG
Granite Construction Incorporated	NYSE:GVA
Hubbell Inc.	NYSE:HUB.B
Huntington Ingalls Industries, Inc.	NYSE:HII
IDEX Corporation	NYSE:IEX
ITT Corporation	NYSE:ITT
KBR, Inc.	NYSE:KBR
KLX Inc.	NasdaqGS:KLXI
Lennox International, Inc.	NYSE:LII
Lincoln Electric Holdings Inc.	NasdaqGS:LECO
MSC Industrial Direct Co. Inc.	NYSE:MSM
Nordson Corporation	NasdaqGS:NDSN
NOW Inc.	NYSE:DNOW
Orbital ATK, Inc.	NYSE:OA
Oshkosh Corporation	NYSE:OSK
Regal Beloit Corporation	NYSE:RBC
SPX Corporation	NYSE:SPW
Teledyne Technologies Inc.	NYSE:TDY
Terex Corp.	NYSE:TEX
The Timken Company	NYSE:TKR
Trinity Industries Inc.	NYSE:TRN
Triumph Group, Inc.	NYSE:TGI
Valmont Industries, Inc.	NYSE:VMI
Watsco Inc.	NYSE:WSO
Westinghouse Air Brake Technologies Corporation	NYSE:WAB
Woodward, Inc.	NasdaqGS:WWD

KENNAMETAL INC.

RESTRICTED UNIT AWARD

Grant Date: ____________________

Kennametal Inc. (the “Company”) hereby grants to «name» (the “Awardee”), as of the Grant Date listed above, this Restricted Unit Award (the “Award”) for «number of stock units» Stock Units, subject to the terms and conditions of the Kennametal Inc. Stock and Incentive Plan of 2010, as Amended and Restated on October 22, 2013, as further amended January 27, 2015 (the “Plan”) and the additional terms listed below. Capitalized terms used herein, but not otherwise defined, shall have the same meaning ascribed to them in Schedule A or the Plan.

1. Each Stock Unit represents the right to receive one Share of the Company’s Capital Stock, par value $1.25 per share, subject to the Forfeiture Restrictions (defined below). Notwithstanding, Stock Units as initially awarded have no independent economic value, but rather are mere units of measurement used for the purpose of calculating the number of Shares, if any, to be delivered under the Award.

2. The prohibition against transfer and the obligation to forfeit and surrender the Stock Units to the Company are herein referred to as “Forfeiture Restrictions.” The Stock Units may not be sold, assigned, pledged, exchanged, hypothecated, gifted or otherwise transferred, encumbered or disposed of, except as described in the Plan, to the extent then subject to the Forfeiture Restrictions. The Forfeiture Restrictions will be binding upon, and enforceable against, any permitted transferee of the Stock Units.

3. Provided that the Awardee does not Separate from Service and maintains Continuous Status as an Employee from the Grant Date through the lapse date, the Forfeiture Restrictions will lapse as follows: (a) on the first anniversary of the Grant Date, one-third (1/3) of the Stock Units will vest and the Forfeiture Restrictions will lapse as to those Stock Units; (b) on the second anniversary of the Grant Date, an additional one-third (1/3) of the Stock Units will vest and the Forfeiture Restrictions will lapse as to those Stock Units; and (c) on the third anniversary of the Grant Date, the remaining one-third (1/3) of the Stock Units will vest and the Forfeiture Restrictions will lapse as to those Stock Units.

4. The Stock Units, to the extent then subject to the Forfeiture Restrictions, will be forfeited to the Company upon Separation from Service for any reason other than death, Disability, Retirement, or involuntary termination by the Company without cause or voluntary termination by the Awardee for Good Reason (a) within the six-month period immediately preceding a Change in Control in contemplation of such Change in Control (and the Change in Control actually occurs) or (b) during the two-year period following a Change in Control (a " Change in Control Separation"). In the event that the Awardee Separates from Service as a result of death, Disability, Retirement or a Change in Control Separation, the Forfeiture Restrictions relating to any outstanding Stock Units under this Award will automatically lapse.

5. Except as otherwise provided herein, the shares of Company Capital Stock (the “Shares”) underlying Stock Units which are no longer subject to Forfeiture Restrictions shall be issued to the Awardee on the lapse date (or as soon as reasonably practicable thereafter but in no event later than the 15th day of the third month following such date), subject to the Awardee’s satisfaction of all applicable income and employment withholding taxes. Notwithstanding the foregoing or any provisions of this Award or the Plan to the contrary, for a U.S. participant who is or becomes eligible to Separate from Service on account of Retirement during the term of this award, upon a Separation from Service due to Retirement, Disability or a Change in Control Separation, the delivery of any Shares underlying this Award will be delayed and delivered on the six (6) month anniversary of the Awardee’s Separation from Service, subject to the Awardee’s satisfaction of all applicable income and employment withholding taxes.

6. The Shares underlying Stock Units shall not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. The Company may refuse to register a transfer of the Shares on the stock transfer records of the Company if the transfer constitutes a violation of any applicable securities law and the Company may give related instructions to its transfer agent, if any, to stop registration of the transfer of the Shares.

7. This Restricted Unit Award is intended to comply with Section 409A of the Internal Revenue Code (which deals with nonqualified deferred compensation) or an exception thereto and the regulations promulgated thereunder and will be construed accordingly. The Company reserves the right to administer, amend or modify the Award or to take any other action necessary or desirable to enable the Award to be interpreted and construed accordingly. Notwithstanding the foregoing, the Awardee acknowledges and agrees that Section 409A may impose upon the Awardee certain taxes or interest charges for which the Awardee is and shall remain solely responsible.

8. Notwithstanding anything to the contrary in this Award or the Plan, in the event that this Award is not accepted by the Awardee on or before the date that is 180 days from the grant date noted herein (the "Forfeiture Date"), then this Award shall become null and void and all Stock Units subject to this Award shall be forfeited by the Awardee as of the Forfeiture Date. For acceptance to be valid, the Awardee must accept this Award in the manner specified by the Company. Any Shares underlying the Stock Units covered by this Award that are forfeited by the Awardee shall be returned to the Plan and resume the status of shares available for grant.

9. All other terms and conditions applicable to this Award are contained in the Plan. A copy of the Plan and related Prospectus is available on your accounts page at netbenefits.fidelity.com under Plan Information and Documents, as well as on The Hub under Human Resources.

KENNAMETAL INC.

By: Kevin G. Nowe
Title: Vice President, Secretary and General Counsel

Schedule A

For purposes of this Award, the term “Good Reason” shall have the meaning set forth below:

A. "Good Reason" for termination by the Awardee shall mean the occurrence of any of the following in connection with a Change in Control:

(i) without the Awardee's express written consent, the material diminution of responsibilities or the assignment to the Awardee of any duties materially and substantially inconsistent with his positions, duties, responsibilities and status with Company immediately prior to a Change in Control, or a material change in his or her reporting responsibilities, titles or offices as in effect immediately prior to a Change in Control, or any removal of the Awardee from or any failure to re-elect the Awardee to any of such positions, except in connection with the termination of the Awardee's employment due to Cause (as hereinafter defined) or as a result of the Awardee’s death;

(ii) a material reduction by Company in the Awardee's base salary as in effect immediately prior to any Change in Control;

(iii) a failure by Company to continue to provide incentive compensation, under the rules by which incentives are provided, on a basis not materially less favorable to that provided by Company immediately prior to any Change in Control;

(iv) a material reduction in the overall level of employee benefits, including any benefit or compensation plan, stock option plan, retirement plan, life insurance plan, health and accident plan or disability plan in which Awardee is actively participating immediately prior to a Change in Control (provided, however, that there shall not be deemed to be any such failure if Company substitutes for the discontinued plan, a plan providing Awardee with substantially similar benefits) or the taking of any action by Company which would adversely affect Awardee's participation in or materially reduce Awardee's overall level of benefits under such plans or deprive Awardee of any material fringe benefits enjoyed by Awardee immediately prior to a Change-in-Control;

(v) the breach of this Agreement caused by the failure of Company to obtain the assumption of this Agreement by any successor; and

(vi) the relocation of the Awardee to a facility or a location more than 50 miles from the Awardee's then present location, without the Awardee's prior written consent.

Notwithstanding the forgoing, in order for the Awardee to terminate for Good Reason: (a) the Awardee must give written notice to Company or its successor of the Awardee's intention to terminate employment for Good Reason within sixty (60) days after the event or omission which constitutes Good Reason, and any failure to give such written notice within such period will result in a waiver by the Awardee of his right to terminate for Good Reason as a result of such act or omission, (b) the event must remain uncorrected by the Company for thirty (30) days following such notice (the "Notice Period"), and (c) such termination must occur within sixty (60) days after the expiration of the Notice Period.

Subject to the terms and conditions of this Award and unless otherwise specifically provided herein, in the event of a Change in Control Separation, the Stock Units, to the extent earned by the Awardee, shall be paid as soon as practicable following the date of such Change in Control Separation, but in no event later than the last day of the “applicable 2½ month period” specified in Treas. Reg. §1.409A-1(b)(4); provided that, in the Committee’s discretion, the Stock Units may be settled in cash and/or securities or other property.

KENNAMETAL INC.

RESTRICTED UNIT AWARD

(FOR PRESIDENT AND CEO)

Grant Date: ____________________

Kennametal Inc. (the "Company") hereby grants to «name» (the "Awardee"), as of the Grant Date listed above, this Restricted Unit Award (the "Award") for «number of stock units» Stock Units, subject to the terms and conditions of the Kennametal Inc. Stock and Incentive Plan of 2010, as Amended and Restated on October 22, 2013, as further amended on January 27, 2015 (the "Plan"), and the additional terms listed below. Capitalized terms used herein, but not otherwise defined herein, shall have the same meaning ascribed to them in Schedule A or the Plan.

1. Each Stock Unit represents the right to receive one Share of the Company's Capital Stock, par value $1.25 per share, subject to the Forfeiture Restrictions (defined below). Notwithstanding, Stock Units as initially awarded have no independent economic value, but rather are mere units of measurement used for the purpose of calculating the number of Shares, if any, to be delivered under the Award.

2. The prohibition against transfer and the obligation to forfeit and surrender the Stock Units to the Company are herein referred to as "Forfeiture Restrictions." The Stock Units may not be sold, assigned, pledged, exchanged, hypothecated, gifted or otherwise transferred, encumbered or disposed of, except as described in the Plan, to the extent then subject to the Forfeiture Restrictions. The Forfeiture Restrictions will be binding upon, and enforceable against, any permitted transferee of the Stock Units.

3. Provided that the Awardee does not Separate from Service and maintains Continuous Status as an Employee from the Grant Date through the lapse date, the Forfeiture Restrictions will lapse as follows: (a) on the first anniversary of the Grant Date, one-third (1/3) of the Stock Units will vest and the Forfeiture Restrictions will lapse as to those Stock Units; (b) on the second anniversary of the Grant Date, an additional one-third (1/3) of the Stock Units will vest and the Forfeiture Restrictions will lapse as to those Stock Units; and (c) on the third anniversary of the Grant Date, the remaining one-third (1/3) of the Stock Units will vest and the Forfeiture Restrictions will lapse as to those Stock Units.

4. The Stock Units, to the extent then subject to the Forfeiture Restrictions, will be forfeited to the Company upon Separation from Service for any reason other than death, Disability, Retirement, or involuntary termination by the Company or any successor of the Company without cause or voluntary termination by the Awardee for Good Reason (a) within the six-month period immediately preceding a Change in Control in contemplation of such Change in Control (and the Change in Control actually occurs) or (b) during the two-year period immediately following a Change in Control (a "Change in Control Separation"). In the event that the Awardee Separates from Service as a result of death, Disability or Retirement, the Forfeiture Restrictions relating to any outstanding Stock Units under this Award will automatically lapse. In the event that the Awardee Separates from Service on account of a Change in Control Separation, the Forfeiture Restrictions relating to any outstanding Stock Units under this Award will automatically lapse as of the consummation of the Change in Control or, if later, the Awardee's date of Separation from Service.

5. Except as otherwise provided herein, the shares of Company Capital Stock (the "Shares") underlying Stock Units which are no longer subject to Forfeiture Restrictions shall be issued to the Awardee on the lapse date (or as soon as reasonably practicable thereafter but in no event later than the 15th day of the third month following such date), subject to the Awardee's satisfaction of all applicable income and employment withholding taxes. Notwithstanding the foregoing or any provisions of this Award or the Plan to the contrary, for a U.S. participant who is or becomes eligible to Separate from Service on account of Retirement during the term of this award, upon a Separation from Service due to Retirement, Disability or a Change in Control Separation, the delivery of any Shares underlying this Award will be delayed and delivered on the six (6) month anniversary of the Awardee's Separation from Service, subject to the Awardee's satisfaction of all applicable income and employment withholding taxes.

6. The Shares underlying Stock Units shall not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. The Company may refuse to register a transfer of the Shares on the stock transfer records of the Company if the transfer constitutes a violation of any applicable securities law and the Company may give related instructions to its transfer agent, if any, to stop registration of the transfer of the Shares.

7. This Restricted Unit Award is intended to comply with Section 409A of the Internal Revenue Code (which deals with nonqualified deferred compensation) or an exception thereto and the regulations promulgated thereunder and will be construed accordingly. The Company reserves the right to administer, amend or modify the Award or to take any other action necessary or desirable to enable the Award to be interpreted and construed accordingly. Notwithstanding the foregoing, the Awardee acknowledges and agrees that Section 409A may impose upon the Awardee certain taxes or interest charges for which the Awardee is and shall remain solely responsible. Notwithstanding the foregoing or any provision of this Award to the contrary, if this Award is subject to Section 409A (and not excepted therefrom) and a Change of Control is a distribution event for purposes of the Award, the definition of Change in Control shall be interpreted, administered and construed in a manner necessary to ensure that the occurrence of any such event shall result in a Change of Control only if such event qualifies as a change in the ownership or effective control of a corporation, or a change in the ownership of a substantial portion of the assets of a corporation, as applicable, within the meaning of Treas. Reg. § 1.409A-3(i)(5).

8. Notwithstanding anything to the contrary in this Award or the Plan, in the event that this Award is not accepted by the Awardee on or before the date that is 180 days from the grant date noted herein (the “Forfeiture Date”), then this Award shall become null and void and all Stock Units subject to this Award shall be forfeited by the Awardee as of the Forfeiture Date. For acceptance to be valid, the Awardee must accept this Award in the manner specified by the Company. Any Shares underlying the Stock Units covered by this Award that are forfeited by the Awardee shall be returned to the Plan and resume the status of shares available for grant.

9. All other terms and conditions applicable to this Award are contained in the Plan. A copy of the Plan and related Prospectus is available on your accounts page at netbenefits.fidelity.com under Plan Information and Documents, as well as on The Hub under Human Resources.

KENNAMETAL INC.

By: Kevin G. Nowe
Title: Vice President, Secretary and General Counsel

Schedule A

For purposes of this Award, the terms “Good Reason” and “Retirement” shall have the meaning set forth below:

A. "Good Reason" for termination by the Awardee shall mean the occurrence of any of the following in connection with a Change in Control:

(i) without the Awardee's express written consent, the material diminution of responsibilities or the assignment to the Awardee of any duties materially and substantially inconsistent with his positions, duties, responsibilities and status with Company immediately prior to a Change in Control, or a material change in his reporting responsibilities, titles or offices as in effect immediately prior to a Change in Control, or any removal of the Awardee from or any failure to re-elect the Awardee to any of such positions, except in connection with the termination of the Awardee's employment due to Cause (as hereinafter defined) or as a result of the Awardee’s death;

(ii) a material reduction by Company in the Awardee's base salary as in effect immediately prior to any Change in Control;

(iii) a failure by Company to continue to provide incentive compensation, under the rules by which incentives are provided, on a basis not materially less favorable to that provided by Company immediately prior to any Change in Control;

(iv) a material reduction in the overall level of employee benefits, including any benefit or compensation plan, stock option plan, retirement plan, life insurance plan, health and accident plan or disability plan in which Awardee is actively participating immediately prior to a Change in Control (provided, however, that there shall not be deemed to be any such failure if Company substitutes for the discontinued plan, a plan providing Awardee with substantially similar benefits) or the taking of any action by Company which would adversely affect Awardee's participation in or materially reduce Awardee's overall level of benefits under such plans or deprive Awardee of any material fringe benefits enjoyed by Awardee immediately prior to a Change-in-Control;

(v) the breach of this Agreement caused by the failure of Company to obtain the assumption of this Agreement by any successor; and

(vi) the relocation of the Awardee to a facility or a location more than 50 miles from the Awardee's then present location, without the Awardee's prior written consent.

Notwithstanding the forgoing, in order for the Awardee to terminate for Good Reason: (a) the Awardee must give written notice to Company or its successor of the Awardee's intention to terminate employment for Good Reason within sixty (60) days after the event or omission which constitutes Good Reason, and any failure to give such written notice within such period will result in a waiver by the Awardee of his right to terminate for Good Reason as a result of such act or omission, (b) the event must remain uncorrected by the Company for thirty (30) days following such notice (the "Notice Period"), and (c) such termination must occur within sixty (60) days after the expiration of the Notice Period.

Subject to the terms and conditions of this Award and unless otherwise specifically provided herein, in the event of a Change in Control Separation, the Stock Units, to the extent earned by the Awardee, shall be paid as soon as practicable following the date of such Change-in-Control Separation, but in no event later than the last day of the “applicable 2½ month period” specified in Treas. Reg. §1.409A-1(b)(4); provided that, in the Committee’s discretion, the Stock Units may be settled in cash and/or securities or other property.

B. “Retirement" shall mean the Awardee’s Separation from Service with the Company or any Subsidiary, Affiliate or Parent of the Company at a time when the Awardee (a) has attained age 55 with eight (8) years of service, (b) has attained age 65, or (c) is required by law or regulations to Separate from Service with the Company or any Subsidiary, Affiliate or Parent of the Company under a mandatory retirement scheme.

KENNAMETAL INC.

RESTRICTED UNIT AWARD

(ALTERNATE FORM)

Grant Date: ____________________

Kennametal Inc. (the “Company”) hereby grants to «name» (the “Awardee”), as of the Grant Date listed above, this Restricted Unit Award (the “Award”) for «number of stock units» Stock Units, subject to the terms and conditions of the Kennametal Inc. Stock and Incentive Plan of 2010, as Amended and Restated on October 22, 2013, as further amended January 27, 2015 (the “Plan”) and the additional terms listed below. Capitalized terms used herein, but not otherwise defined, shall have the same meaning ascribed to them in Schedule A or in the Plan.

1. Each Stock Unit represents the right to receive one Share of the Company’s Capital Stock, par value $1.25 per share, subject to the Forfeiture Restrictions (defined below). Notwithstanding, Stock Units as initially awarded have no independent economic value, but rather are mere units of measurement used for the purpose of calculating the number of Shares, if any, to be delivered under the Award.

2. The prohibition against transfer and the obligation to forfeit and surrender the Stock Units to the Company are herein referred to as “Forfeiture Restrictions.” The Stock Units may not be sold, assigned, pledged, exchanged, hypothecated, gifted or otherwise transferred, encumbered or disposed of, except as described in the Plan, to the extent then subject to the Forfeiture Restrictions. The Forfeiture Restrictions will be binding upon, and enforceable against, any permitted transferee of the Stock Units.

3. Provided that the Awardee does not Separate from Service and maintains Continuous Status as an Employee from the Grant Date through the lapse date, the Forfeiture Restrictions will lapse as follows: (a) on the first anniversary of the Grant Date, one-third (1/3) of the Stock Units will vest and the Forfeiture Restrictions will lapse as to those Stock Units; (b) on the second anniversary of the Grant Date, an additional one-third (1/3) of the Stock Units will vest and the Forfeiture Restrictions will lapse as to those Stock Units; and (c) on the third anniversary of the Grant Date, the remaining one-third (1/3) of the Stock Units will vest and the Forfeiture Restrictions will lapse as to those Stock Units.

4. The Stock Units, to the extent then subject to the Forfeiture Restrictions, will be forfeited to the Company upon Separation from Service for any reason other than death, Disability, Retirement or involuntary termination by the Company without cause or voluntary termination by the Awardee for Good Reason (a) within the six-month period immediately preceding a Change in Control in contemplation of such Change in Control (and the Change in Control actually occurs) or (b) during the two-year period following a Change in Control (a "Change in Control Separation"). In the event that the Awardee Separates from Service as a result of death, Disability, Retirement or a Change in Control Separation, the Forfeiture Restrictions relating to any outstanding Stock Units under this Award will automatically lapse.

5. Except as otherwise provided herein, the shares of Company Capital Stock (the “Shares”) underlying Stock Units which are no longer subject to Forfeiture Restrictions shall be issued to the Awardee on the lapse date (or as soon as reasonably practicable thereafter but in no event later than the 15th day of the third month following such date), subject to the Awardee’s satisfaction of all applicable income and employment withholding taxes. Notwithstanding the foregoing or any provisions of this Award or the Plan to the contrary, for a U.S. participant who is or becomes eligible to Separate from Service on account of Retirement during the term of this award, upon a Separation from Service due to Retirement, Disability or a Change in Control Separation, the delivery of any Shares underlying this Award will be delayed and delivered on the six (6) month anniversary of the Awardee’s Separation from Service, subject to the Awardee’s satisfaction of all applicable income and employment withholding taxes.

6. The Shares underlying Stock Units shall not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. The Company may refuse to register a transfer of the Shares on the stock transfer records of the Company if the transfer constitutes a violation of any applicable securities law and the Company may give related instructions to its transfer agent, if any, to stop registration of the transfer of the Shares.

7. This Restricted Unit Award is intended to comply with Section 409A of the Internal Revenue Code (which deals with nonqualified deferred compensation) or an exception thereto and the regulations promulgated thereunder and will be construed accordingly. The Company reserves the right to administer, amend or modify the Award or to take any other action necessary or desirable to enable the Award to be interpreted and construed accordingly. Notwithstanding the foregoing, the Awardee acknowledges and agrees that Section 409A may impose upon the Awardee certain taxes or interest charges for which the Awardee is and shall remain solely responsible.

8. Notwithstanding anything to the contrary in this Award or the Plan, in the event that this Award is not accepted by the Awardee on or before the date that is 180 days from the grant date noted herein (the “Forfeiture Date”), then this Award shall become null and void and all Stock Units subject to this Award shall be forfeited by the Awardee as of the Forfeiture Date. For acceptance to be valid, the Awardee must accept this Award in the manner specified by the Company. Any Shares underlying the Stock Units covered by this Award that are forfeited by the Awardee shall be returned to the Plan and resume the status of shares available for grant.

9. All other terms and conditions applicable to this Award are contained in the Plan. A copy of the Plan and related Prospectus is available on your accounts page at netbenefits.fidelity.com under Plan Information and Documents, as well as on The Hub under Human Resources.

KENNAMETAL INC.

By: Kevin G. Nowe
Title: Vice President, Secretary and General Counsel

Schedule A

For purposes of this Award, the terms “Good Reason” and “Retirement” shall have the meaning set forth below:

A. "Good Reason" for termination by the Awardee shall mean the occurrence of any of the following in connection with a Change in Control:

(i) without the Awardee's express written consent, the material diminution of responsibilities or the assignment to the Awardee of any duties materially and substantially inconsistent with his positions, duties, responsibilities and status with Company immediately prior to a Change in Control, or a material change in his reporting responsibilities, titles or offices as in effect immediately prior to a Change in Control, or any removal of the Awardee from or any failure to re-elect the Awardee to any of such positions, except in connection with the termination of the Awardee's employment due to Cause (as hereinafter defined) or as a result of the Awardee’s death;

(ii) a material reduction by Company in the Awardee's base salary as in effect immediately prior to any Change in Control;

(iii) a failure by Company to continue to provide incentive compensation, under the rules by which incentives are provided, on a basis not materially less favorable to that provided by Company immediately prior to any Change in Control;

(iv) a material reduction in the overall level of employee benefits, including any benefit or compensation plan, stock option plan, retirement plan, life insurance plan, health and accident plan or disability plan in which Awardee is actively participating immediately prior to a Change in Control (provided, however, that there shall not be deemed to be any such failure if Company substitutes for the discontinued plan, a plan providing Awardee with substantially similar benefits) or the taking of any action by Company which would adversely affect Awardee's participation in or materially reduce Awardee's overall level of benefits under such plans or deprive Awardee of any material fringe benefits enjoyed by Awardee immediately prior to a Change-in-Control;

(v) the breach of this Agreement caused by the failure of Company to obtain the assumption of this Agreement by any successor; and

(vi) the relocation of the Awardee to a facility or a location more than 50 miles from the Awardee's then present location, without the Awardee's prior written consent.

Notwithstanding the forgoing, in order for the Awardee to terminate for Good Reason: (a) the Awardee must give written notice to Company or its successor of the Awardee's intention to terminate employment for Good Reason within sixty (60) days after the event or omission which constitutes Good Reason, and any failure to give such written notice within such period will result in a waiver by the Awardee of his right to terminate for Good Reason as a result of such act or omission, (b) the event must remain uncorrected by the Company for thirty (30) days following such notice (the "Notice Period"), and (c) such termination must occur within sixty (60) days after the expiration of the Notice Period.

Subject to the terms and conditions of this Award and unless otherwise specifically provided herein, in the event of a Change in Control Separation, the Stock Units, to the extent earned by the Awardee, shall be paid as soon as practicable following the date of such Change-in-Control Separation, but in no event later than the last day of the “applicable 2½ month period” specified in Treas. Reg. §1.409A-1(b)(4); provided that, in the Committee’s discretion, the Stock Units may be settled in cash and/or securities or other property.

B. “Retirement" shall mean the Awardee’s Separation from Service with the Company or any Subsidiary, Affiliate or Parent of the Company at a time when the Employee (a) has attained age 55 with five years of service, (b) has attained age 65, or (c) is required by law or regulations to terminate employment with the Company or any Subsidiary, Affiliate or Parent of the Company under a mandatory retirement scheme.

KENNAMETAL INC.

CASH SETTLED SHARE-BASED AWARD FOR CHINA-BASED EMPLOYEES

Grant Date: ____________________

Kennametal Inc. (the “Company”) hereby grants to «name» (the “Awardee”), as of the Grant Date listed above, this Cash Settled Share-Based Award (the “Award”) for «number of stock units» Stock Units, subject to the terms and conditions of the Kennametal Inc. Stock and Incentive Plan of 2010, as Amended and Restated on October 22, 2013, as further amended on January 27, 2015 (the “Plan”) and the additional terms listed below. Capitalized terms used herein, but not otherwise defined, shall have the same meaning ascribed to them in Schedule A or in the Plan.

1. Notwithstanding any provisions of the Plan, each Stock Unit represents the right to receive a cash payment from the Company (or an Affiliate or Subsidiary thereof, as applicable) equal to the Fair Market Value of one Share of the Company’s Capital Stock, par value $1.25 per share, subject to the Forfeiture Restrictions (defined below). Notwithstanding, Stock Units as initially awarded have no independent economic value, but rather are mere units of measurement used for purpose of calculating the number of Shares to be used in determining the amount of the cash payment, if any, to be made under the Award.

2. The prohibition against transfer and the obligation to forfeit and surrender the Stock Units to the Company are herein referred to as “Forfeiture Restrictions.” The Stock Units may not be sold, assigned, pledged, exchanged, hypothecated, gifted or otherwise transferred, encumbered or disposed of, except as described in the Plan, to the extent then subject to the Forfeiture Restrictions. The Forfeiture Restrictions will be binding upon, and enforceable against, any permitted transferee of the Stock Units.

3. Provided that the Awardee does not Separate from Service and maintains Continuous Status as an Employee from the Grant Date through the lapse date, the Forfeiture Restrictions will lapse as follows: (a) on the first anniversary of the Grant Date, one-third (1/3) of the Stock Units will vest and the Forfeiture Restrictions will lapse as to those Stock Units; (b) on the second anniversary of the Grant Date, an additional one-third (1/3) of the Stock Units will vest and the Forfeiture Restrictions will lapse as to those Stock Units; and (c) on the third anniversary of the Grant Date, the remaining one-third (1/3) of the Stock Units will vest and the Forfeiture Restrictions will lapse as to those Stock Units.

4. The Awardee shall have only the Company's unfunded, unsecured promise to pay pursuant to the terms of this Award. The rights of the Awardee hereunder shall be that of an unsecured general creditor of the Company, and the Awardee shall not have any security interest in any assets of the Company (or an Affiliate or Subsidiary thereof). The Awardee shall not have any rights of ownership in the Shares subject to the Stock Units, including, but not limited to, the right to vote such Shares.

5. The Stock Units, to the extent then subject to the Forfeiture Restrictions, will be forfeited to the Company upon Separation from Service for any reason other than death, Disability, Retirement or involuntary termination by the Company without cause or voluntary termination by the Awardee for Good Reason (a) within the six-month period immediately preceding a Change in Control in contemplation of such Change in Control (and the Change in Control actually occurs) or (b) during the two-year period following a Change in Control (a " Change in Control Separation"). In the event that the Awardee Separates from Service as a result of death, Disability, Retirement or a Change in Control Separation, the Forfeiture Restrictions relating to any outstanding Stock Units under this Award will automatically lapse.

6. Except as otherwise provided herein, a cash payment equal to the Fair Market Value of the Shares underlying Stock Units which are no longer subject to Forfeiture Restrictions shall be made to the Awardee on the lapse date (or as soon as reasonably practicable thereafter but in no event later than the 15th day of the third month following such date), subject to the Awardee’s satisfaction of all applicable income and employment withholding taxes. Notwithstanding the foregoing or any provisions of this Award or the Plan to the contrary, for a U.S. participant who is or becomes eligible to Separate from Service on account of Retirement during the term of this award, upon a Separation from Service due to Retirement, Disability or a Change in Control Separation, the cash payment will be delayed and delivered on the six (6) month anniversary of the Awardee’s Separation from Service, subject to the Awardee’s satisfaction of all applicable income and employment withholding taxes.

For the avoidance of doubt, in the People’s Republic of China, the Company, per se, will not make such cash payment to the Awardee, instead, the Chinese local subsidiary of the Company will, using its own RMB funds, make such cash payment in RMB equal to the Fair Market Value at the current foreign exchange rate to the Awardee.

7. This Award is intended to comply with Section 409A of the Internal Revenue Code (which deals with nonqualified deferred compensation) or an exception thereto and the regulations promulgated thereunder and will be construed accordingly. The Company reserves the right to administer, amend or modify the Award or to take any other action necessary or desirable to enable the Award to be interpreted and construed accordingly. Notwithstanding the foregoing, the Awardee acknowledges and agrees that Section 409A may impose upon the Awardee certain taxes or interest charges for which the Awardee is and shall remain solely responsible.

8. Notwithstanding anything to the contrary in this Award or the Plan, in the event that this Award is not accepted by the Awardee on or before the date that is 180 days from the grant date noted herein (the “Forfeiture Date”), then this Award shall become null and void and all Stock Units subject to this Award shall be forfeited by the Awardee as of the Forfeiture Date. For acceptance to be valid, the Awardee must accept this Award in the manner specified by the Company.

9. All other terms and conditions applicable to this Award are contained in the Plan. A copy of the Plan and related Prospectus is available on your accounts page at netbenefits.fidelity.com under Plan Information and Documents, as well as on The Hub under Human Resources.

KENNAMETAL INC.

By: Kevin G. Nowe
Title: Vice President, Secretary and General Counsel

Schedule A

For purposes of this Award, the term “Good Reason” shall have the meaning set forth below:

A. "Good Reason" for termination by the Awardee shall mean the occurrence of any of the following in connection with a Change in Control:

(i) without the Awardee's express written consent, the material diminution of responsibilities or the assignment to the Awardee of any duties materially and substantially inconsistent with his positions, duties, responsibilities and status with Company immediately prior to a Change in Control, or a material change in his or her reporting responsibilities, titles or offices as in effect immediately prior to a Change in Control, or any removal of the Awardee from or any failure to re-elect the Awardee to any of such positions, except in connection with the termination of the Awardee's employment due to Cause (as hereinafter defined) or as a result of the Awardee’s death;

(ii) a material reduction by Company in the Awardee's base salary as in effect immediately prior to any Change in Control;

(iii) a failure by Company to continue to provide incentive compensation, under the rules by which incentives are provided, on a basis not materially less favorable to that provided by Company immediately prior to any Change in Control;

(iv) a material reduction in the overall level of employee benefits, including any benefit or compensation plan, stock option plan, retirement plan, life insurance plan, health and accident plan or disability plan in which Awardee is actively participating immediately prior to a Change in Control (provided, however, that there shall not be deemed to be any such failure if Company substitutes for the discontinued plan, a plan providing Awardee with substantially similar benefits) or the taking of any action by Company which would adversely affect Awardee's participation in or materially reduce Awardee's overall level of benefits under such plans or deprive Awardee of any material fringe benefits enjoyed by Awardee immediately prior to a Change-in-Control;

(v) the breach of this Agreement caused by the failure of Company to obtain the assumption of this Agreement by any successor; and

(vi) the relocation of the Awardee to a facility or a location more than 50 miles from the Awardee's then present location, without the Awardee's prior written consent.

Notwithstanding the forgoing, in order for the Awardee to terminate for Good Reason: (a) the Awardee must give written notice to Company or its successor of the Awardee's intention to terminate employment for Good Reason within sixty (60) days after the event or omission which constitutes Good Reason, and any failure to give such written notice within such period will result in a waiver by the Awardee of his right to terminate for Good Reason as a result of such act or omission, (b) the event must remain uncorrected by the Company for thirty (30) days following such notice (the "Notice Period"), and (c) such termination must occur within sixty (60) days after the expiration of the Notice Period.

Subject to the terms and conditions of this Award and unless otherwise specifically provided herein, in the event of a Change in Control Separation, the Stock Units, to the extent earned by the Awardee, shall be paid as soon as practicable following the date of such Change in Control Separation, but in no event later than the last day of the “applicable 2½ month period” specified in Treas. Reg. §1.409A-1(b)(4); provided that, in the Committee’s discretion, the Stock Units may be settled in cash and/or securities or other property.

KENNAMETAL INC.

NONSTATUTORY STOCK OPTION AWARD

Grant Date: ______________

Kennametal Inc. (the “Company”) hereby grants to «name» (the “Optionee”), as of the Grant Date listed above, this Nonstatutory Stock Option Award (the “Option”) to purchase «number of stock options» shares of the Company’s Capital Stock, par value $1.25 per share (the “Shares”), at the price of $XX.XX per Share, subject to the terms and conditions of the Kennametal Inc. Stock and Incentive Plan of 2010, as Amended and Restated on October 22, 2013 as further amended January 27, 2015 (the “Plan”) and the additional terms listed below. Capitalized terms used herein, but not otherwise defined, shall have the same meaning ascribed to them in Schedule A or in the Plan.

1. The Option must be exercised within ten (10) years from the Grant Date and only at the times and for the number of Shares as follows: (a) prior to the first anniversary of the Grant Date, the Option is not exercisable as to any Shares; (b) on the first anniversary of the Grant Date, one-third (1/3) of the Shares under the Option will vest and become exercisable; (c) on the second anniversary of the Grant Date, an additional one-third (1/3) of the Shares under the Option will vest and become exercisable; and (d) on the third anniversary of the Grant Date, the remaining one-third (1/3) of the Shares under the Option will vest and become exercisable.

2. Notwithstanding anything to the contrary in this Option or the Plan, the Options, to the extent then subject to the Forfeiture Restrictions, will be forfeited to the Company upon Separation from Service for any reason other than death, Disability, Retirement, or in the event that Optionee is involuntarily terminated by the Company or any successor of the Company without cause or the Optionee voluntary terminates employment for Good Reason (a) within the six-month period immediately preceding a Change in Control in contemplation of such Change in Control (and the Change in Control actually occurs) or (b) during the two-year period immediately following a Change in Control (a " Change in Control Separation"), all Shares under the Option that have not vested (or otherwise been cancelled or forfeited) shall become fully vested and immediately exercisable as of the consummation of the Change in Control or, if later, the Optionee’s date of termination (the “Change in Control Vesting Date”). Subject to the terms of the Plan, any Shares under the Option that become vested and exercisable on account of a Change in Control Separation may be exercised at any time within the three-month period following the Change in Control Vesting Date; provided, however, the Option must be exercised in all circumstances within ten (10) years from the Grant Date.

3. This Option is intended to be exempt from coverage under Section 409A of the Internal Revenue Code (which deals with nonqualified deferred compensation) and the regulations promulgated thereunder, and the Company reserves the right to administer, amend or modify the Option or to take any other action necessary or desirable to enable the Option to be interpreted and construed accordingly. Notwithstanding the foregoing, the Optionee acknowledges and agrees that Section 409A may impose upon the Optionee certain taxes or interest charges for which the Optionee is and shall remain solely responsible.

4. Notwithstanding anything to the contrary in this Option or the Plan, in the event that this Option is not accepted by the Optionee on or before the date that is 180 days from the grant date noted herein (the “Forfeiture Date”), then this Option shall become null and void and all Shares subject to this Award shall be forfeited by the Optionee as of the Forfeiture Date. For acceptance to be valid, the Optionee must accept this Option in the manner specified by the Company. Any Shares underlying the Option that are forfeited by the Optionee shall be returned to the Plan and resume the status of shares available for grant.

5. All other terms and conditions applicable to this Option are contained in the Plan. A copy of the Plan and related Prospectus is available on your accounts page at netbenefits.fidelity.com under Plan Information and Documents, as well as on The Hub under Human Resources.

KENNAMETAL INC.

By: Kevin G. Nowe
Title: Vice President, Secretary and General Counsel

Schedule A

For purposes of this Option, the term “Good Reason” shall have the meaning set forth below:

A. "Good Reason" for termination by the Optionee shall mean the occurrence of any of the following in connection with a Change in Control:

(i) without the Optionee's express written consent, the material diminution of responsibilities or the assignment to the Optionee of any duties materially and substantially inconsistent with his positions, duties, responsibilities and status with Company immediately prior to a Change in Control, or a material change in his reporting responsibilities, titles or offices as in effect immediately prior to a Change in Control, or any removal of the Optionee from or any failure to re-elect the Optionee to any of such positions, except in connection with the termination of the Optionee's employment due to Cause (as hereinafter defined) or as a result of the Optionee’s death;

(ii) a material reduction by Company in the Optionee's base salary as in effect immediately prior to any Change in Control;

(iii) a failure by Company to continue to provide incentive compensation, under the rules by which incentives are provided, on a basis not materially less favorable to that provided by Company immediately prior to any Change in Control;

(iv) a material reduction in the overall level of employee benefits, including any benefit or compensation plan, stock option plan, retirement plan, life insurance plan, health and accident plan or disability plan in which Optionee is actively participating immediately prior to a Change in Control (provided, however, that there shall not be deemed to be any such failure if Company substitutes for the discontinued plan, a plan providing Optionee with substantially similar benefits) or the taking of any action by Company which would adversely affect Optionee's participation in or materially reduce Optionee's overall level of benefits under such plans or deprive Optionee of any material fringe benefits enjoyed by Optionee immediately prior to a Change in Control;

(v) the breach of this Agreement caused by the failure of Company to obtain the assumption of this Agreement by any successor; and

(vi) the relocation of the Optionee to a facility or a location more than 50 miles from the Optionee's then present location, without the Optionee's prior written consent.

Notwithstanding the forgoing, in order for the Optionee to terminate for Good Reason: (a) the Optionee must give written notice to Company or its successor of the Optionee's intention to terminate employment for Good Reason within sixty (60) days after the event or omission which constitutes Good Reason, and any failure to give such written notice within such period will result in a waiver by the Optionee of his right to terminate for Good Reason as a result of such act or omission, (b) the event must remain uncorrected by the Company for thirty (30) days following such notice (the "Notice Period"), and (c) such termination must occur within sixty (60) days after the expiration of the Notice Period.

Subject to the terms and conditions of this Award and unless otherwise specifically provided herein, in the event of a Change in Control Separation, the Stock Units, to the extent earned by the Optionee, shall be paid as soon as practicable following the date of such Change-in-Control Separation, but in no event later than the last day of the “applicable 2½ month period” specified in Treas. Reg. §1.409A-1(b)(4); provided that, in the Committee’s discretion, the Stock Units may be settled in cash and/or securities or other property.

KENNAMETAL INC.

NONSTATUTORY STOCK OPTION AWARD

(FOR PRESIDENT AND CEO)

Grant Date: ______________

Kennametal Inc. (the "Company") hereby grants to «name» (the "Optionee"), as of the Grant Date listed above, this Nonstatutory Stock Option Award (the "Option") to purchase «number of stock options» shares of the Company's Capital Stock, par value $1.25 per share (the "Shares"), at the price of $XX.XX per Share, subject to the terms and conditions of the Kennametal Inc. Stock and Incentive Plan of 2010, as Amended and Restated on October 22, 2013, as further amended January 27, 2015 (the "Plan"), and the additional terms listed below. Capitalized terms used herein, but not otherwise defined herein, shall have the same meaning ascribed to them in Schedule A or in the Plan.

1. The Option must be exercised within ten (10) years from the Grant Date and only at the times and for the number of Shares as follows: (a) prior to the first anniversary of the Grant Date, the Option is not exercisable as to any Shares; (b) on the first anniversary of the Grant Date, one-third (1/3) of the Shares under the Option will vest and become exercisable; (c) on the second anniversary of the Grant Date, an additional one-third (1/3) of the Shares under the Option will vest and become exercisable; and (d) on the third anniversary of the Grant Date, the remaining one-third (1/3) of the Shares under the Option will vest and become exercisable.

2. Notwithstanding anything to the contrary in this Option or the Plan, the Options, to the extent then subject to the Forfeiture Restrictions, will be forfeited to the Company upon Separation from Service for any reason other than death, Disability, Retirement, or in the event that Optionee is involuntarily terminated by the Company or any successor of the Company without cause or the Optionee voluntary terminates employment for Good Reason (a) within the six-month period immediately preceding a Change in Control in contemplation of such Change in Control (and the Change in Control actually occurs) or (b) during the two-year period immediately following a Change in Control (a " Change in Control Separation"), all Shares under the Option that have not vested (or otherwise been cancelled or forfeited) shall become fully vested and immediately exercisable as of the consummation of the Change in Control or, if later, the Optionee's date of termination (the "Change in Control Vesting Date"). Subject to the terms of the Plan, any Shares under the Option that become vested and exercisable on account of a Change in Control Separation may be exercised at any time within the three-month period following the Change in Control Vesting Date; provided, however, the Option must be exercised in all circumstances within ten (10) years from the Grant Date.

3. This Option is intended to be exempt from coverage under Section 409A of the Internal Revenue Code (which deals with nonqualified deferred compensation) and the regulations promulgated thereunder, and the Company reserves the right to administer, amend or modify the Option or to take any other action necessary or desirable to enable the Option to be interpreted and construed accordingly. Notwithstanding the foregoing, the Optionee acknowledges and agrees that Section 409A may impose upon the Optionee certain taxes or interest charges for which the Optionee is and shall remain solely responsible.

4. Notwithstanding anything to the contrary in this Option or the Plan, in the event that this Option is not accepted by the Optionee on or before the date that is 180 days from the grant date noted herein (the "Forfeiture Date"), then this Option shall become null and void and all Shares subject to this Award shall be forfeited by the Optionee as of the Forfeiture Date. For acceptance to be valid, the Optionee must accept this Option in the manner specified by the Company. Any Shares underlying the Option that are forfeited by the Optionee shall be returned to the Plan and resume the status of shares available for grant.

5. All other terms and conditions applicable to this Option are contained in the Plan. A copy of the Plan and related Prospectus is available on your account page at netbenefits.fidelity.com under Plan Information and Documents, as well as on The Hub under Human Resources.

KENNAMETAL INC.

By: Kevin G. Nowe
Title: Vice President, Secretary and General Counsel

Schedule A

For purposes of this Award, the terms “Good Reason” and “Retirement” shall have the meaning set forth below:

A. "Good Reason" for termination by the Optionee shall mean the occurrence of any of the following in connection with a Change in Control:

(i) without the Optionee's express written consent, the material diminution of responsibilities or the assignment to the Optionee of any duties materially and substantially inconsistent with his positions, duties, responsibilities and status with Company immediately prior to a Change in Control, or a material change in his reporting responsibilities, titles or offices as in effect immediately prior to a Change in Control, or any removal of the Optionee from or any failure to re-elect the Optionee to any of such positions, except in connection with the termination of the Optionee's employment due to Cause (as hereinafter defined) or as a result of the Optionee’s death;

(ii) a material reduction by Company in the Optionee's base salary as in effect immediately prior to any Change in Control;

(iii) a failure by Company to continue to provide incentive compensation, under the rules by which incentives are provided, on a basis not materially less favorable to that provided by Company immediately prior to any Change in Control;

(iv) a material reduction in the overall level of employee benefits, including any benefit or compensation plan, stock option plan, retirement plan, life insurance plan, health and accident plan or disability plan in which Optionee is actively participating immediately prior to a Change in Control (provided, however, that there shall not be deemed to be any such failure if Company substitutes for the discontinued plan, a plan providing Optionee with substantially similar benefits) or the taking of any action by Company which would adversely affect Optionee's participation in or materially reduce Optionee's overall level of benefits under such plans or deprive Optionee of any material fringe benefits enjoyed by Optionee immediately prior to a Change-in-Control;

(v) the breach of this Agreement caused by the failure of Company to obtain the assumption of this Agreement by any successor; and

(vi) the relocation of the Optionee to a facility or a location more than 50 miles from the Optionee's then present location, without the Optionee's prior written consent.

Notwithstanding the forgoing, in order for the Optionee to terminate for Good Reason: (a) the Optionee must give written notice to Company or its successor of the Optionee's intention to terminate employment for Good Reason within sixty (60) days after the event or omission which constitutes Good Reason, and any failure to give such written notice within such period will result in a waiver by the Optionee of his right to terminate for Good Reason as a result of such act or omission, (b) the event must remain uncorrected by the Company for thirty (30) days following such notice (the "Notice Period"), and (c) such termination must occur within sixty (60) days after the expiration of the Notice Period.

Subject to the terms and conditions of this Award and unless otherwise specifically provided herein, in the event of a Change in Control Separation, the Stock Units, to the extent earned by the Optionee, shall be paid as soon as practicable following the date of such Change-in-Control Separation, but in no event later than the last day of the “applicable 2½ month period” specified in Treas. Reg. §1.409A-1(b)(4); provided that, in the Committee’s discretion, the Stock Units may be settled in cash and/or securities or other property.

B. “Retirement" shall mean the Optionee’s Separation from Service with the Company or any Subsidiary, Affiliate or Parent of the Company at a time when the Optionee (a) has attained age 55 with eight (8) years of service, (b) has attained age 65, or (c) is required by law or regulations to terminate employment with the Company or any Subsidiary, Affiliate or Parent of the Company under a mandatory retirement scheme.

KENNAMETAL INC.

NONSTATUTORY STOCK OPTION AWARD

(ALTERNATE FORM)

Grant Date: ______________

Kennametal Inc. (the "Company") hereby grants to «name» (the "Optionee"), as of the Grant Date listed above, this Nonstatutory Stock Option Award (the "Option") to purchase «number of stock options» shares of the Company's Capital Stock, par value $1.25 per share (the "Shares"), at the price of $XX.XX per Share, subject to the terms and conditions of the Kennametal Inc. Stock and Incentive Plan of 2010, as Amended and Restated on October 22, 2013, as further amended January 27, 2015 (the "Plan") and the additional terms listed below. Capitalized terms used herein, but not otherwise defined, shall have the same meaning ascribed to them in Schedule A or in the Plan.

1. The Option must be exercised within ten (10) years from the Grant Date and only at the times and for the number of Shares as follows: (a) prior to the first anniversary of the Grant Date, the Option is not exercisable as to any Shares; (b) on the first anniversary of the Grant Date, one-third (1/3) of the Shares under the Option will vest and become exercisable; (c) on the second anniversary of the Grant Date, an additional one-third (1/3) of the Shares under the Option will vest and become exercisable; and (d) on the third anniversary of the Grant Date, the remaining one-third (1/3) of the Shares under the Option will vest and become exercisable.

2. Notwithstanding anything to the contrary in this Option or the Plan, the Options, to the extent then subject to the Forfeiture Restrictions, will be forfeited to the Company upon Separation from Service for any reason other than death, Disability, Retirement, or in the event that Optionee is involuntarily terminated by the Company or any successor of the Company without cause or the Optionee voluntary terminates employment for Good Reason (a) within the six-month period immediately preceding a Change in Control in contemplation of such Change in Control (and the Change in Control actually occurs) or (b) during the two-year period immediately following a Change in Control (a " Change in Control Separation"), all Shares under the Option that have not vested (or otherwise been cancelled or forfeited) shall become fully vested and immediately exercisable as of the consummation of the Change in Control or, if later, the Optionee's date of termination (the "Change in Control Vesting Date"). Subject to the terms of the Plan, any Shares under the Option that become vested and exercisable on account of a Change in Control Separation may be exercised at any time within the three-month period following the Change in Control Vesting Date; provided, however, the Option must be exercised in all circumstances within ten (10) years from the Grant Date.

3. This Option is intended to be exempt from coverage under Section 409A of the Internal Revenue Code (which deals with nonqualified deferred compensation) and the regulations promulgated thereunder, and the Company reserves the right to administer, amend or modify the Option or to take any other action necessary or desirable to enable the Option to be interpreted and construed accordingly. Notwithstanding the foregoing, the Optionee acknowledges and agrees that Section 409A may impose upon the Optionee certain taxes or interest charges for which the Optionee is and shall remain solely responsible.

4. Notwithstanding anything to the contrary in this Option or the Plan, in the event that this Option is not accepted by the Optionee on or before the date that is 180 days from the grant date noted herein (the "Forfeiture Date"), then this Option shall become null and void and all Shares subject to this Award shall be forfeited by the Optionee as of the Forfeiture Date. For acceptance to be valid, the Optionee must accept this Option in the manner specified by the Company. Any Shares underlying the Option that are forfeited by the Optionee shall be returned to the Plan and resume the status of shares available for grant.

5. All other terms and conditions applicable to this Option are contained in the Plan. A copy of the Plan and related Prospectus is available on your accounts page at netbenefits.fidelity.com under Plan Information and Documents, as well as on The Hub under Human Resources.

KENNAMETAL INC.

By: Kevin G. Nowe
Title: Vice President, Secretary and General Counsel

Schedule A

For purposes of this Award, the terms “Good Reason” and “Retirement” shall have the meaning set forth below:

A. "Good Reason" for termination by the Optionee shall mean the occurrence of any of the following in connection with a Change in Control:

(i) without the Optionee's express written consent, the material diminution of responsibilities or the assignment to the Optionee of any duties materially and substantially inconsistent with his positions, duties, responsibilities and status with Company immediately prior to a Change in Control, or a material change in his reporting responsibilities, titles or offices as in effect immediately prior to a Change in Control, or any removal of the Optionee from or any failure to re-elect the Optionee to any of such positions, except in connection with the termination of the Optionee's employment due to Cause (as hereinafter defined) or as a result of the Optionee’s death;

(ii) a material reduction by Company in the Optionee's base salary as in effect immediately prior to any Change in Control;

(iii) a failure by Company to continue to provide incentive compensation, under the rules by which incentives are provided, on a basis not materially less favorable to that provided by Company immediately prior to any Change in Control;

(iv) a material reduction in the overall level of employee benefits, including any benefit or compensation plan, stock option plan, retirement plan, life insurance plan, health and accident plan or disability plan in which Optionee is actively participating immediately prior to a Change in Control (provided, however, that there shall not be deemed to be any such failure if Company substitutes for the discontinued plan, a plan providing Optionee with substantially similar benefits) or the taking of any action by Company which would adversely affect Optionee's participation in or materially reduce Optionee's overall level of benefits under such plans or deprive Optionee of any material fringe benefits enjoyed by Optionee immediately prior to a Change in Control;

(v) the breach of this Agreement caused by the failure of Company to obtain the assumption of this Agreement by any successor; and

(vi) the relocation of the Optionee to a facility or a location more than 50 miles from the Optionee's then present location, without the Optionee's prior written consent.

Notwithstanding the forgoing, in order for the Optionee to terminate for Good Reason: (a) the Optionee must give written notice to Company or its successor of the Optionee's intention to terminate employment for Good Reason within sixty (60) days after the event or omission which constitutes Good Reason, and any failure to give such written notice within such period will result in a waiver by the Optionee of his right to terminate for Good Reason as a result of such act or omission, (b) the event must remain uncorrected by the Company for thirty (30) days following such notice (the "Notice Period"), and (c) such termination must occur within sixty (60) days after the expiration of the Notice Period.

Subject to the terms and conditions of this Award and unless otherwise specifically provided herein, in the event of a Change in Control Separation, the Stock Units, to the extent earned by the Optionee, shall be paid as soon as practicable following the date of such Change-in-Control Separation, but in no event later than the last day of the “applicable 2½ month period” specified in Treas. Reg. §1.409A-1(b)(4); provided that, in the Committee’s discretion, the Stock Units may be settled in cash and/or securities or other property.

B. “Retirement" shall mean, the Optionee’s Separation from Service with the Company or any Subsidiary, Affiliate or Parent of the Company at a time when the Employee (a) has attained age 55 with five years of service, (b) has attained age 65, or (c) is required by law or regulations to terminate employment with the Company or any Subsidiary, Affiliate or Parent of the Company under a mandatory retirement scheme.

Exhibit 10.10

KENNAMETAL INC.

STOCK APPRECIATION RIGHT AWARD FOR CHINA-BASED EMPLOYEES

Grant Date: ______________

Kennametal Inc. (the “Company”) hereby grants to «name» (the “Optionee”), as of the Grant Date listed above, this Stock Appreciation Right Award (the “SAR”) with respect to «number of SARs» shares of the Company’s Capital Stock, par value $1.25 per share (the “Shares”), at the price of $XX.XX per Share, subject to the terms and conditions of the Kennametal Inc. Stock and Incentive Plan of 2010, as Amended and Restated on October 22, 2013, as further amended January 27, 2015 (the “Plan”) and the additional terms listed below. Capitalized terms used herein, but not otherwise defined, shall have the same meaning ascribed to them in Schedule A or in the Plan.

1. The SAR must be exercised within ten (10) years from the Grant Date and only at the times and for the number of Shares as follows: (a) prior to the first anniversary of the Grant Date, the SAR is not exercisable as to any Shares; (b) on the first anniversary of the Grant Date, one-third (1/3) of the Shares under the SAR will vest and become exercisable; (c) on the second anniversary of the Grant Date, an additional one-third (1/3) of the Shares under the SAR will vest and become exercisable; and (d) on the third anniversary of the Grant Date, the remaining one-third (1/3) of the Shares under the SAR will vest and become exercisable.

2. Notwithstanding anything to the contrary in this SAR or the Plan, the Shares under the SAR, to the extent then subject to the Forfeiture Restrictions, will be forfeited to the Company upon Separation from Service for any reason other than death, Disability, Retirement, or in the event that Optionee is involuntarily terminated by the Company or any successor of the Company without cause or the Optionee voluntary terminates employment for Good Reason (a) within the six-month period immediately preceding a Change in Control in contemplation of such Change in Control (and the Change in Control actually occurs) or (b) during the two-year period immediately following a Change in Control (a " Change in Control Separation"), all Shares under the SAR that have not vested (or otherwise been cancelled or forfeited) shall become fully vested and immediately exercisable as of the consummation of the Change in Control or, if later, the Optionee’s date of termination (the “Change in Control Vesting Date”). Subject to the terms of the Plan, any Shares under the SAR that become vested and exercisable on account of a Change in Control Separation may be exercised at any time within the three-month period following the Change in Control Vesting Date; provided, however, the SAR must be exercised in all circumstances within ten (10) years from the Grant Date.

3. Notwithstanding any provision of this SAR or the Plan to the contrary, this SAR shall be settled solely by a cash payment from the Company (or an Affiliate or Subsidiary thereof, as applicable). The Optionee shall have only the Company's unfunded, unsecured promise to pay. The rights of the Optionee hereunder shall be that of an unsecured general creditor of the Company, and the Optionee shall not have any security interest in any assets of the Company (or an Affiliate or Subsidiary thereof). The Optionee shall not have any rights of ownership in the Shares subject to the SAR, including, but not limited to, the right to vote such Shares. For the avoidance of doubt, in the People’s Republic of China, the Company, per se, will not make such cash payment to the Optionee, instead, the Chinese local subsidiary of the Company will, using its own RMB funds, make such cash payment in RMB equal to the total amount of appreciation at the current foreign exchange rate to the Optionee.

4. This SAR is intended to be exempt from coverage under Section 409A of the Internal Revenue Code (which deals with nonqualified deferred compensation) and the regulations promulgated thereunder, and the Company reserves the right to administer, amend or modify the SAR or to take any other action necessary or desirable to enable the SAR to be interpreted and construed accordingly. Notwithstanding the foregoing, the Optionee acknowledges and agrees that Section 409A may impose upon the Optionee certain taxes or interest charges for which the Optionee is and shall remain solely responsible.

5. Notwithstanding anything to the contrary in this SAR or the Plan, in the event that this SAR is not accepted by the Optionee on or before the date that is 180 days from the grant date noted herein (the “Forfeiture Date”), then this SAR shall become null and void and this SAR shall be forfeited by the Optionee as of the Forfeiture Date. For acceptance to be valid, the Optionee must accept this SAR in the manner specified by the Company.

6. All other terms and conditions applicable to this SAR are contained in the Plan. A copy of the Plan and related Prospectus is available on your accounts page at netbenefits.fidelity.com under Plan Information and Documents, as well as on The Hub under Human Resources.

KENNAMETAL INC.

By: Kevin G. Nowe
Title: Vice President, Secretary and General Counsel

Schedule A

For purposes of this SAR, the term “Good Reason” shall have the meaning set forth below:

A. "Good Reason" for termination by the Optionee shall mean the occurrence of any of the following in connection with a Change in Control:

(i) without the Optionee's express written consent, the material diminution of responsibilities or the assignment to the Optionee of any duties materially and substantially inconsistent with his positions, duties, responsibilities and status with Company immediately prior to a Change in Control, or a material change in his reporting responsibilities, titles or offices as in effect immediately prior to a Change in Control, or any removal of the Optionee from or any failure to re-elect the Optionee to any of such positions, except in connection with the termination of the Optionee's employment due to Cause (as hereinafter defined) or as a result of the Optionee’s death;

(ii) a material reduction by Company in the Optionee's base salary as in effect immediately prior to any Change in Control;

(iii) a failure by Company to continue to provide incentive compensation, under the rules by which incentives are provided, on a basis not materially less favorable to that provided by Company immediately prior to any Change in Control;

(iv) a material reduction in the overall level of employee benefits, including any benefit or compensation plan, stock option plan, retirement plan, life insurance plan, health and accident plan or disability plan in which Optionee is actively participating immediately prior to a Change in Control (provided, however, that there shall not be deemed to be any such failure if Company substitutes for the discontinued plan, a plan providing Optionee with substantially similar benefits) or the taking of any action by Company which would adversely affect Optionee's participation in or materially reduce Optionee's overall level of benefits under such plans or deprive Optionee of any material fringe benefits enjoyed by Optionee immediately prior to a Change in Control;

(v) the breach of this Agreement caused by the failure of Company to obtain the assumption of this Agreement by any successor; and

(vi) the relocation of the Optionee to a facility or a location more than 50 miles from the Optionee's then present location, without the Optionee's prior written consent.

Notwithstanding the forgoing, in order for the Optionee to terminate for Good Reason: (a) the Optionee must give written notice to Company or its successor of the Optionee's intention to terminate employment for Good Reason within sixty (60) days after the event or omission which constitutes Good Reason, and any failure to give such written notice within such period will result in a waiver by the Optionee of his right to terminate for Good Reason as a result of such act or omission, (b) the event must remain uncorrected by the Company for thirty (30) days following such notice (the "Notice Period"), and (c) such termination must occur within sixty (60) days after the expiration of the Notice Period.

Subject to the terms and conditions of this SAR and unless otherwise specifically provided herein, in the event of a Change in Control Separation, the Stock Units, to the extent earned by the Optionee, shall be paid as soon as practicable following the date of such Change-in-Control Separation, but in no event later than the last day of the “applicable 2½ month period” specified in Treas. Reg. §1.409A-1(b)(4); provided that, in the Committee’s discretion, the Stock Units may be settled in cash and/or securities or other property.

Exhibit 99.1

PRESS RELEASE

FOR IMMEDIATE RELEASE:
DATE: July 30, 2015

Investor Relations
CONTACT: Quynh McGuire
PHONE: 724-539-6559

Corporate Relations - Media
CONTACT: Christina Sutter
PHONE: 724-539-5708

KENNAMETAL ANNOUNCES FOURTH QUARTER & FISCAL 2015 RESULTS; ANNOUNCES FISCAL 2016 OUTLOOK AND DIVIDEND INCREASE

- Reported adjusted earnings per diluted share (EPS) of $0.46 for the quarter and $2.02 for the fiscal year
- Record fiscal year free operating cash flow of $267 million
- Restructuring savings of $17 million in the quarter and $77 million since inception; on track for $115-$135 million annualized savings
- Increases quarterly dividend 11 percent to $0.20 per share
- Announces fiscal 2016 EPS range of $1.70 to $2.00; includes $0.30 to $0.35 exchange rate headwinds

LATROBE, Pa., (July 30, 2015) – Kennametal Inc. (NYSE: KMT) today announced fiscal 2015 and fourth-quarter results. For fiscal 2015, the company reported loss per diluted share (LPS) of $4.71, compared with EPS of $1.99 during the prior year. Adjusted EPS were $2.02 in the current year compared to $2.53 in the prior year.

For its fiscal fourth quarter, the company reported EPS of $0.26, compared with the prior year quarter EPS of $0.57. The current quarter adjusted EPS were $0.46, compared to $0.79 in the prior year quarter.

“Our performance in the June quarter was better than expected on several fronts, driven by progress on our cost reduction measures and significant improvements in working capital management,” said Kennametal President and Chief Executive Officer Don Nolan. “In a challenging market environment, our efforts to lower costs, improve efficiencies and generate higher cash flows are having a favorable impact. As we move ahead, we will remain focused on aligning our cost structure, expanding margins and investing in core growth opportunities.”

Fiscal 2015 Fourth Quarter Key Developments

- Sales were $638 million compared with $772 million in the same quarter last year. Sales decreased by 17 percent, reflecting a 10 percent organic sales decline, a 7 percent unfavorable currency exchange impact and a 1 percent decrease from a prior year divestiture, offset partially by a 1 percent increase due to more business days.

- On a combined basis, pre-tax restructuring and related charges amounted to $21 million, or $0.24 per share, and pre-tax benefits were approximately $17 million, or $0.16 per share in the quarter.

- Operating income was $35 million, compared with $78 million in the same quarter last year. Adjusted operating income was $56 million, compared with $95 million in the prior year quarter. The decrease in operating income in the current period was primarily driven by organic sales decline, lower absorption of manufacturing costs related to reduced sales volumes and an inventory reduction initiative, unfavorable mix in Infrastructure and unfavorable currency exchange, offset partially by restructuring benefits. Adjusted operating margin was 8.8 percent in the current period and 12.4 percent in the prior period.

- The reported effective tax rate was 24.8 percent compared to 30.5 percent in the prior year. The decrease was primarily driven by prior year restructuring charges in tax jurisdictions where a tax benefit was not permitted.

- EPS were $0.26, compared with the prior year quarter EPS of $0.57. Adjusted EPS were $0.46 in the current year quarter and $0.79 in the prior year quarter.

- The company realized record free operating cash flow of $267 million compared with $156 million last year despite the unfavorable impact of challenging end markets to cash earnings. The record free operating cash flow was primarily attributable to improved working capital management.

Segment Developments for the Fiscal 2015 Fourth Quarter

- Industrial segment sales of $358 million decreased 14 percent from $416 million in the prior year quarter due to unfavorable currency exchange of 10 percent, organic sales decline of 4 percent and prior year divestiture of 1 percent, partially offset by an increase of 1 percent due to more business days. Excluding the impact of currency exchange, sales remained relatively flat in general engineering, while sales decreased approximately 2 percent in transportation, approximately 7 percent in aerospace and defense and approximately 22 percent in energy. In the general engineering market, sales in the indirect channel grew, offset by weak demand in the energy markets. Sales in the transportation market were adversely affected by lower volumes in all regions, while aerospace and defense sales decreased due to the company exiting lower margin businesses, partially offset by production growth in aircraft frames and engines. Energy sales declined due to continuing weakness in oil and gas end markets. On a regional basis, sales decreased 6 percent in the Americas and 1 percent in Europe, while sales remained flat in Asia.

- Industrial segment operating income was $40 million compared with $53 million in the prior year period. Adjusted operating income was $51 million compared to $64 million in the prior year quarter, driven by organic sales decline and lower absorption of manufacturing costs related to reduced sales volumes and an inventory reduction initiative, partially offset by restructuring program benefits. Industrial adjusted operating margin was 14.1 percent compared with 15.5 percent in the prior year.

- Infrastructure segment sales of $280 million decreased 21 percent from $357 million in the prior year. The decrease was driven by 16 percent organic sales decline and 6 percent unfavorable currency exchange, offset partially by an increase of 1 percent due to more business days. Excluding the impact of currency exchange, Infrastructure sales decreased by approximately 23 percent in energy and approximately 11 percent in earthworks. The energy market was impacted by continuing weakness in oil and gas end markets, partially offset with some improvements in power generation and process industry sales. Earthworks was impacted by continued weakness in underground mining, while highway construction sales improved in line with the road rehabilitation season. On a regional basis, sales decreased 21 percent in the Americas, 17 percent in Asia and 5 percent in Europe.

- Infrastructure segment operating loss was $4 million, compared with operating income of $27 million in the same quarter of the prior year. Adjusted operating income was $6 million compared to $32 million in the prior year quarter. Adjusted operating income decreased primarily due to lower organic sales, lower absorption of manufacturing costs related to reduced sales volumes and an inventory reduction initiative, and unfavorable business mix, partially offset by the benefits of restructuring savings. Infrastructure adjusted operating margin was 2.0 percent compared with 9.0 percent in the prior year.

Fiscal 2015 Key Developments

- Sales were $2,647 million, compared with $2,837 million last year. Sales decreased by 7 percent, driven by 5 percent organic sales decline and 4 percent unfavorable currency exchange, offset partially by 2 percent net increase from prior year acquisition and divestiture activity.
- Operating loss was $358 million, compared with operating income of $263 million in the same period last year. Adjusted operating income was $242 million, compared with adjusted operating income of $307 million in the prior year. Adjusted operating income decreased primarily due to organic sales decline, lower absorption of manufacturing costs related to reduced sales volumes and an inventory reduction initiative, and unfavorable mix in Infrastructure, offset partially by restructuring benefits and a prior period non-recurring inventory charge of approximately $6 million. Adjusted operating margin was 9.1 percent, compared to 10.8 percent in the prior year.

- LPS were $4.71 in the current year, compared with EPS of $1.99 in the prior year. Adjusted EPS were $2.02 in the current year and $2.53 in the prior year.

Restructuring Programs

The previously announced restructuring programs are expected to produce combined annual ongoing pre-tax permanent savings of $115-$135 million. In total, pre-tax charges for these initiatives are expected to be approximately $185-$205 million.

RESTRUCTURING AND RELATED CHARGES AND SAVINGS (PRE-TAX)

	Estimated Charges	Current Quarter Charges	Charges To Date	Estimated Annualized Savings	Approximate Current Quarter Savings	Approximate Savings To Date	Expected Completion Date
Phase 1	$55M-$60M	$8M	$52M	$50M-$55M	$10M	$30M	6/30/2016
Phase 2	$90M-$100M	$12M	$24M	$40M-$50M	$7M	$7M	12/31/2016
Phase 3	$40M-$45M	$1M	$1M	$25M-$30M	—	—	3/31/2017
Total	$185M-$205M	$21M	$77M	$115M-$135M	$17M	$37M	

Reconciliations of all non-GAAP financial measures are set forth in the tables attached, and corresponding descriptions are contained in the company's report on Form 8-K, to which this news release is attached.

Outlook

For fiscal year 2016, the company's outlook reflects ongoing market uncertainties as well as limited visibility related to customer demand trends. Kennametal's current assumptions include expectations of some growth in the Industrial segment, although not sufficient to offset weakness in the Infrastructure segment. In addition, orders activity levels remained weak during the June quarter, and the company expects year-over-year comparisons to be unfavorable through December 2015.

Given these factors, the company expects organic sales decline ranging from 1 to 3 percent, with total sales decline between 7 and 9 percent.

Restructuring benefits are expected to range from $80 million to $90 million in fiscal 2016.

The company expects consolidated EPS to range from $1.70 to $2.00 in fiscal 2016, which includes foreign currency headwinds of approximately $0.30 to $0.35 due to the continued strength of the U.S. dollar.

“In fiscal 2016, we remain focused on increasing margins through portfolio simplification, footprint restructuring and reductions in G&A costs,” said Nolan. “At the same time, we continue to invest in innovation to fuel organic growth and expand our return on invested capital to the double-digit level as part of our long-term plan.”

Kennametal expects to generate cash flow from operating activities in the range of $275 million to $310 million in fiscal 2016. Based on anticipated capital expenditures of approximately $160 million to $175 million, the company expects to generate free operating cash flow in the range of $115 million to $135 million for fiscal year 2016.

Kennametal remains committed to maintaining investment-grade credit ratings. In fiscal 2015, we achieved significant debt reduction through record cash from operations and overseas cash redeployment thereby strengthening our balance sheet and credit metrics. Consistent with our capital structure principles, our priority is business reinvestment for profitable growth and margin expansion while remaining balanced in consistently deploying a portion of excess cash to shareholders through dividends and share repurchases. We are confident in our ability to generate consistent, strong cash flow and drive shareholder value.

Dividend Increase Declared

Kennametal also announced that its board of directors declared a quarterly cash dividend of $0.20 per share, which represents an increase of 11 percent, or $0.02 per share. The dividend is payable August 26, 2015 to shareholders of record as of the close of business on August 11, 2015.

The company will discuss its fiscal 2015 fourth-quarter results in a live webcast at 10:00 a.m. Eastern Time today. This event will be broadcast live on the company's website, www.kennametal.com. To access the webcast, select "About Us", "Investor Relations" and then "Events." A recorded replay of this event also will be available on the company's website through August 31, 2015.

Certain statements in this release may be forward-looking in nature, or "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements are statements that do not relate strictly to historical or current facts. For example, statements about Kennametal's outlook for earnings, sales volumes, and cash flow for fiscal year 2016 and our expectations regarding future growth and financial performance are forward-looking statements. Any forward looking statements are based on current knowledge, expectations and estimates that involve inherent risks and uncertainties. Should one or more of these risks or uncertainties materialize, or should the assumptions underlying the forward-looking statements prove incorrect, our actual results could vary materially from our current expectations. There are a number of factors that could cause our actual results to differ from those indicated in the forward-looking statements. They include: economic recession; availability and cost of the raw materials we use to manufacture our products; our foreign operations and international markets, such as currency exchange rates, different regulatory environments, trade barriers, exchange controls, and social and political instability; changes in the regulatory environment in which we operate, including environmental, health and safety regulations; our ability to protect and defend our intellectual property; competition; our ability to retain our management and employees; demands on management resources; demand for and market acceptance of our products; integrating acquisitions and achieving the expected savings and synergies; business divestitures; global or regional catastrophic events; energy costs; commodity prices; labor relations; demand for and market acceptance of new and existing products; and implementation of environmental remediation matters. Many of these risks and other risks are more fully described in Kennametal's latest annual report on Form 10-K and its other periodic filings with the Securities and Exchange Commission. We can give no assurance that any goal or plan set forth in forward-looking statements can be achieved and readers are cautioned not to place undue reliance on such statements, which speak only as of the date made. We undertake no obligation to release publicly any revisions to forward-looking statements as a result of future events or developments.

Celebrating more than 75 years as an industrial technology leader, Kennametal Inc. delivers productivity to customers seeking peak performance in demanding environments. The company provides innovative wear-resistant products, application engineering and services backed by advanced material science, serving customers in 60 countries across diverse sectors of aerospace, earthworks, energy, industrial production, transportation and infrastructure. With approximately 13,000 employees and nearly $3 billion in sales, the company realizes half of its revenue from outside North America, and over 40% globally from innovations introduced in the past five years. Recognized among the "World's Most Ethical Companies" (Ethisphere); "Outstanding Corporate Innovator" (Product Development Management Association); and "America's Safest Companies" (EHS Today) with a focus on 100% safety, Kennametal and its foundation invest in technical education, industrial technologies and material science to deliver the promise of progress and economic prosperity to people everywhere. For more information, visit the company's website at www.kennametal.com.

FINANCIAL HIGHLIGHTS

CONDENSED CONSOLIDATED STATEMENTS OF INCOME (UNAUDITED)

(in thousands, except per share amounts)	Three Months Ended June 30, 2015	Three Months Ended June 30, 2014	Twelve Months Ended June 30, 2015	Twelve Months Ended June 30, 2014
Sales	$ 637,653	$ 772,204	$ 2,647,195	$ 2,837,190
Cost of goods sold	448,687	519,364	1,841,202	1,940,187
Gross profit	188,966	252,840	805,993	897,003
Operating expense	130,923	154,785	554,895	589,768
Restructuring and asset impairment charges	16,398	12,594	582,235	17,608
Amortization of intangibles	6,325	7,404	26,686	26,195
Operating income (loss)	35,320	78,057	(357,823)	263,432
Interest expense	7,537	8,450	31,466	32,451
Other (income) expense, net	(1,705)	1,267	(1,674)	2,172
Income (loss) from continuing operations before income taxes	29,488	68,340	(387,615)	228,809
Provision (benefit) for income taxes	7,321	20,861	(16,654)	66,611
Net income (loss)	22,167	47,479	(370,961)	162,198
Less: Net income attributable to noncontrolling interests	1,021	2,024	2,935	3,832
Net income (loss) attributable to Kennametal	$ 21,146	$ 45,455	$ (373,896)	$ 158,366
PER SHARE DATA ATTRIBUTABLE TO KENNAMETAL SHAREHOLDERS				
Basic earnings (loss) per share	$ 0.27	$ 0.58	$ (4.71)	$ 2.01
Diluted earnings (loss) per share	$ 0.26	$ 0.57	$ (4.71)	$ 1.99
Dividends per share	$ 0.18	$ 0.18	$ 0.72	$ 0.72
Basic weighted average shares outstanding	79,518	78,818	79,342	78,678
Diluted weighted average shares outstanding	80,113	79,850	79,342	79,667

CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)

(in thousands)	June 30, 2015	June 30, 2014
ASSETS		
Cash and cash equivalents	$ 105,494	$ 177,929
Accounts receivable, net	445,373	531,515
Inventories	575,531	703,766
Other current assets	132,148	111,986
Total current assets	1,258,546	1,525,196
Property, plant and equipment, net	815,825	884,458
Goodwill and other intangible assets, net	704,058	1,318,752
Other assets	71,100	139,680
Total assets	$ 2,849,529	$ 3,868,086
LIABILITIES		
Current maturities of long-term debt and capital leases, including notes payable	$ 15,702	$ 80,117
Accounts payable	187,381	206,891
Other current liabilities	279,661	275,748
Total current liabilities	482,744	562,756
Long-term debt and capital leases	735,885	981,666
Other liabilities	255,465	362,056
Total liabilities	1,474,094	1,906,478
KENNAMETAL SHAREHOLDERS' EQUITY	1,345,807	1,929,256
NONCONTROLLING INTERESTS	29,628	32,352
Total liabilities and equity	$ 2,849,529	$ 3,868,086

SEGMENT DATA (UNAUDITED)	**Three Months Ended June 30,**		**Twelve Months Ended June 30,**	
(in thousands)	**2015**	**2014**	**2015**	**2014**
Outside Sales:				
Industrial	$ 357,519	$ 415,529	$ 1,461,744	$ 1,524,075
Infrastructure	280,134	356,675	1,185,451	1,313,115
Total outside sales	$ 637,653	$ 772,204	$ 2,647,195	$ 2,837,190
Sales By Geographic Region:				
North America	$ 295,066	$ 353,604	$ 1,250,535	$ 1,276,704
Western Europe	176,405	232,280	731,014	873,828
Rest of World	166,182	186,320	665,646	686,658
Total sales by geographic region	$ 637,653	$ 772,204	$ 2,647,195	$ 2,837,190
Operating Income (Loss):				
Industrial	$ 39,771	$ 52,598	$ 160,894	$ 177,040
Infrastructure	(3,583)	26,636	(509,381)	94,940
Corporate [1]	(868)	(1,177)	(9,336)	(8,548)
Total operating income (loss)	$ 35,320	$ 78,057	$ (357,823)	$ 263,432

[1] Represents unallocated corporate expenses.

In addition to reported results under generally accepted accounting principles in the United States of America (GAAP), the following financial highlight tables include, where appropriate, a reconciliation of adjusted results including: gross profit and margin, operating expense, operating expense as a percentage of sales, operating income (loss) and margin, net income (loss), diluted EPS (LPS), effective tax rate, Industrial operating income and margin, Infrastructure operating income (loss) and margin and free operating cash flow (which are non-GAAP financial measures), to the most directly comparable GAAP measures. For those adjustments that are presented 'net of tax', the tax effect of the adjustment can be derived by calculating the difference between the pre-tax and the post-tax adjustments presented. The tax effect on adjustments is calculated by preparing an overall tax calculation including the adjustments and then a tax calculation excluding the adjustments. The difference between these calculations results in the tax impact of the adjustments.

Management believes that investors should have available the same information that management uses to assess operating performance, determine compensation and assess the capital structure of the company. These non-GAAP measures should not be considered in isolation or as a substitute for the most comparable GAAP measures. Investors are cautioned that non-GAAP financial measures utilized by the company may not be comparable to non-GAAP financial measures used by other companies. Reconciliations of all non-GAAP financial measures are set forth in the attached tables and descriptions of certain non-GAAP financial measures are contained in our report on Form 8-K to which this release is attached.

THREE MONTHS ENDED JUNE 30, 2015 - (UNAUDITED)

(in thousands, except percents)	Sales	Gross Profit	Operating Expense	Operating Income	Net Income [2]	Diluted EPS	Effective Tax Rate
2015 Reported Results	$ 637,653	$ 188,966	$ 130,923	$ 35,320	$ 21,146	$ 0.26	24.8 %
2015 Reported Margins		29.6%	20.5%	5.5%			
Restructuring and related charges [3]	—	2,908	(1,691)	20,996	18,566	0.24	(5.5)
Tax impact of prior impairment charges	—	—	—	—	(3,651)	(0.05)	7.2
Tax redeployment expense	—	—	—	—	807	0.01	(1.6)
2015 Adjusted Results	$ 637,653	$ 191,874	$ 129,232	$ 56,316	$ 36,868	$ 0.46	24.9 %
2015 Adjusted Margins		30.1%	20.3%	8.8%			

[2] Represents amounts attributable to Kennametal Shareholders.

[3] Includes pre-tax restructuring and related charges recorded in corporate of $986.

(in thousands, except percents)	Industrial Sales	Industrial Operating Income	Infrastructure Sales	Infrastructure Operating (Loss) Income
2015 Reported Results	$ 357,519	$ 39,771	$ 280,134	$ (3,583)
2015 Reported Operating Margin		11.1%		(1.3)%
Restructuring and related charges [4]	—	10,743	—	9,267
2015 Adjusted Results	$ 357,519	$ 50,514	$ 280,134	$ 5,684
2015 Adjusted Operating Margin		14.1%		2.0 %

[4] Excludes pre-tax restructuring related charges recorded in corporate of $986.

THREE MONTHS ENDED JUNE 30, 2014 - (UNAUDITED)

(in thousands, except percents)	Sales	Gross Profit	Operating Expense	Operating Income	Net Income [2]	Diluted EPS
2014 Reported Results	$ 772,204	$ 252,840	$ 154,785	$ 78,057	$ 45,455	$ 0.57
2014 Reported Margins		32.7%	20.0%	10.1%		
Acquisition-related charges	—	1,041	(2,355)	3,396	1,914	0.03
Restructuring and related charges	—	1,341	(58)	13,994	13,874	0.17
Loss on divestiture	—	—	—	—	1,607	0.02
2014 Adjusted Results	$ 772,204	$ 255,222	$ 152,372	$ 95,447	$ 62,850	$ 0.79
2014 Adjusted Margins		33.1%	19.7%	12.4%		

[2] Represents amounts attributable to Kennametal Shareholders.

(in thousands, except percents)	Industrial Sales	Industrial Operating Income	Infrastructure Sales	Infrastructure Operating Income
2014 Reported Results	$ 415,529	$ 52,598	$ 356,675	$ 26,636
2014 Reported Operating Margin		12.7%		7.5%
Acquisition-related charges	—	1,327	—	2,069
Restructuring and related charges	—	10,516	—	3,478
2014 Adjusted Results	$ 415,529	$ 64,441	$ 356,675	$ 32,183
2014 Adjusted Operating Margin		15.5%		9.0%

TWELVE MONTHS ENDED JUNE 30, 2015 - (UNAUDITED)

(in thousands, except percents)	Sales	Operating (Loss) Income	Net (Loss) Income [2]	Diluted (LPS) EPS
2015 Reported Results	$ 2,647,195	$ (357,823)	$ (373,896)	$ (4.71)
2015 Reported Operating Margin		(13.5)%		
Restructuring and related charges	—	58,102	44,197	0.56
Technology asset impairment charge	—	5,500	3,377	0.04
Goodwill and other intangible asset impairment charges	—	536,200	483,386	6.09
Tax redeployment expense	—	—	2,945	0.04
2015 Adjusted Results	$ 2,647,195	$ 241,979	$ 160,009	$ 2.02
2015 Adjusted Operating Margin		9.1 %		

[2] Represents amounts attributable to Kennametal Shareholders.

TWELVE MONTHS ENDED JUNE 30, 2014 - (UNAUDITED)

(in thousands, except percents)	Sales	Operating Income	Net Income [2]	Diluted EPS
2014 Reported Results	$ 2,837,190	$ 263,432	$ 158,366	$ 1.99
2014 Reported Operating Margin		9.3%		
TMB inventory step-up	—	15,420	11,518	0.14
Acquisition-related charges	—	8,674	5,648	0.07
Restructuring and related charges	—	19,085	17,356	0.22
Tax repatriation expense	—	—	7,170	0.09
Loss on divestiture	—	—	1,607	0.02
2014 Adjusted Results	$ 2,837,190	$ 306,611	$ 201,665	$ 2.53
2014 Adjusted Operating Margin		10.8%		

[2] Represents amounts attributable to Kennametal Shareholders.

FREE OPERATING CASH FLOW (UNAUDITED)

	Twelve Months Ended June 30,	
(in thousands)	2015	2014
Net cash flow from operating activities	$ 351,437	$ 271,873
Purchases of property, plant and equipment	(100,939)	(117,376)
Proceeds from disposals of property, plant and equipment	16,122	1,236
Free operating cash flow	$ 266,620	$ 155,733

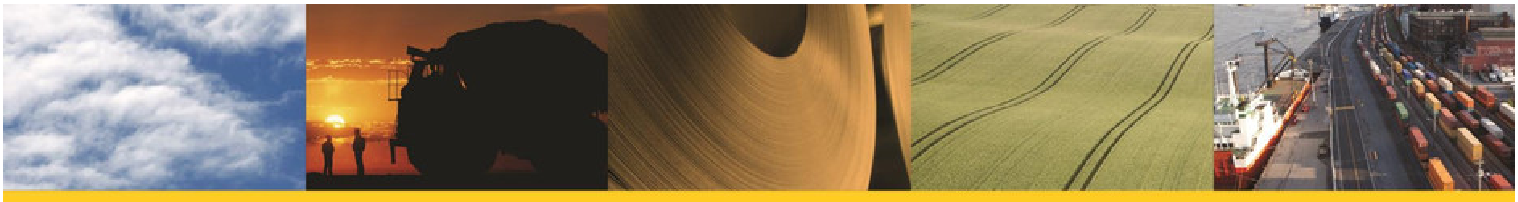

Exhibit 99.2

Fiscal 2015 Fourth Quarter Supplemental Presentation Materials

Donald Nolan, President & CEO
Martha Fusco, Interim CFO, VP Finance & Corporate Controller
July 30, 2015

KENNAMETAL®

Safe Harbor Statement

Certain statements in this presentation may be forward-looking in nature, or "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements are statements that do not relate strictly to historical or current facts. For example, statements about the timing of consummation of the transaction, statements about Kennametal's outlook for earnings, and expectations regarding future growth are forward-looking statements. Any forward-looking statements are based on current knowledge, expectations and estimates that involve inherent risks and uncertainties. Should one or more of these risks or uncertainties materialize, or should the assumptions underlying the forward-looking statements prove incorrect, our actual results could vary materially from our current expectations. There are a number of factors that could cause our actual results to differ from those indicated in the forward-looking statements. They include: the failure of any conditions to consummation of the transaction not being satisfied or waived, economic recession; availability and cost of the raw materials we use to manufacture our products; our foreign operations and international markets, such as currency exchange rates, different regulatory environments, trade barriers, exchange controls, and social and political instability; changes in the regulatory environment in which we operate, including environmental, health and safety regulations; our ability to protect and defend our intellectual property; competition; our ability to retain our management and employees; demands on management resources; demand for and market acceptance of our products; potential claims relating to our products; integrating acquisitions and achieving the expected savings and synergies; business divestitures; and implementation of environmental remediation matters. Many of these risks are more fully described in Kennametal's latest annual report on Form 10-K and its other periodic filings with the Securities and Exchange Commission. We undertake no obligation to release publicly any revisions to forward-looking statements as a result of future events or developments.

This presentation includes certain non-GAAP financial measures as defined by SEC rules. As required by Regulation G, we have provided a reconciliation of those measures to the most directly comparable GAAP measures, which is available on our website at www.kennametal.com. Once on the homepage, select “Investor Relations” and then “Events.”

June Quarter Highlights

- Performance driven by progress on cost reduction measures and significant improvements in working capital
  - Adjusted EPS $0.46 for June quarter
  - $2.02 for Fiscal 2015
- Record free operating cash flow of $267M
- Restructuring programs on track for $115-$135 million annualized savings
  - Savings of $17 million in the quarter, $77 million since inception
- Dividend increase of $0.02 per share – or 11 percent – to $0.20 per share
  - Indicates long-term commitment to shareholder returns

Current Initiatives

- Portfolio simplification
  - Potential divestitures of approximately $150-$250M sales
  - Accretive to operating margin when completed
- Footprint restructuring
  - Reduce overall footprint 20-25 percent, includes divestitures
  - Closed 6 facilities; divested 1 facility
  - Announced rationalization of 2 additional facilities
  - Additional actions to eliminate 'stranded costs'
- Benchmarking G&A costs; 6% headcount reduction YOY
- Improving working capital, sustainable through cycle
- Strengthening commercial capability
  - Better alignment between sales, marketing & customer service
  - Investing in information technologies, i.e. CRM system

Fiscal 2016 Expectations

- Fiscal 2016 EPS $1.70 to $2.00 per share
  - Includes $0.30 to $0.35 per share FX headwinds
  - Organic sales decline 1-3 percent
  - Negative sales impact of 6 percent due to currency
  - Difficult comparisons through December 2015
- Expect some growth in Industrial segment; not sufficient to offset weakness in Infrastructure segment
- Free operating cash flow of $115-$135M
  - Anticipated capital expenditures of $160-$175M
- Priority uses of cash
  - Business reinvestment
  - Dividend increases
  - Evaluate opportunities to buy back shares

Long-Term Opportunities

- Focused on delivering meaningfully improved profitability; expanding ROIC to double-digit
- Rebuilding KMT's investment story
  - Simplify business
  - Re-align cost structure
  - Support future growth, i.e. innovation & new products
- Focus on execution and delivering on our commitments
  - Invest to drive both top line and bottom line
  - Reduced asset base, when divestitures completed
  - Strength in core business
- KMT positioned to drive margin expansion and improve return profile over long-term

June Quarter Financial Update
(on an adjusted basis, in USD-000s, except percentages and per share amounts)

KENNAMETAL

Consolidated Results	June 2015	June 2014
Sales	$ 637,653	$ 772,204
Organic	-10%	N/A
FX	-7%	N/A
Prior year divestiture	-1%	N/A
Business days	1%	N/A
Gross Profit Margin %	30.1%	33.1%
Operating Expense	$ 129,232	$ 152,372
as a % of Sales	20.3%	19.7%
Operating Income	$ 56,316	$ 95,447
Operating Margin	8.8%	12.4%
Effective Tax Rate (as Reported)	24.8%	30.5%
Earnings per Diluted Share	$ 0.46	$ 0.79
Free Operating Cash Flow	$ 266,620	$ 155,733

Segment Results	Industrial	Infrastructure
Sales	$ 357,519	$ 280,134
FX	-10%	-6%
Organic	-4%	-16%
Prior year divestiture	-1%	N/A
Business days	1%	1%
Sales Growth by Region:		
Americas	-6%	-21%
Europe	-1%	-5%
Asia	0%	-17%
Approximate Sales by End Markets:		
General Engineering	0%	N/A
Transportation	-2%	N/A
Aerospace & Defense	-7%	N/A
Energy	-22%	-23%
Earthworks	N/A	-11%
Operating Income	$ 50,514	$ 5,684
Operating Margin	14.1%	2.0%

Restructuring and Related Charges and Savings (Pre-Tax)

	Estimated Charges	Charges To Date	Estimated Annualized Savings	Approximate Savings To Date	Expected Completion Date
Phase 1	$55M-$60M	$52M	$50M-$55M	$30M	6/30/2016
Phase 2	$90M-$100M	$24M	$40M-$50M	$7M	12/31/2016
Phase 3	$40M-$45M	$1M	$25M-$30M	—	3/31/2017
Total	$185M-$205M	$77M	$115M-$135M	$37M	

Free Operating Cash Flow
(record achieved in 2015)

	June 2015	June 2014
Net cash flow from operating activities	$ 351,437	$ 271,873
Purchases of property, plant and equipment	(100,939)	(117,376)
Proceeds from disposals of property, plant and equipment	16,122	1,236
Free operating cash flow	$ 266,620	$ 155,733

Outlook

Outlook Fiscal 2016	
Total Sales	(7%) - (9%)
Organic Sales	(1%) - (3%)
Effective Tax Rate (excluding special charges)	24% - 26%
Adjusted EPS	$1.70 - $2.00
Cash from Operating Activities	$275M - $310M
Net Capital Expenditures	$160M - $175M
Free Operating Cash Flow	$115M - $135M

- Limited visibility in customer demand trends
  - Modest growth in Industrial not sufficient to offset weakness in Infrastructure
- Adjusted EPS guidance of $1.70 - $2.00 includes currency headwinds of $0.30 - $0.35
  - Organic declines partially offset by restructuring and additional cost actions

