BARNES GROUP INC.

CONSOLIDATED PENSION PLAN

Updated as of January 1, 2017

SUMMARY PLAN DESCRIPTION

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About this Booklet

This booklet called the Summary Plan Description ("SPD") summarizes the provisions of the Barnes Group Inc. Consolidated Pension Plan (the "Plan") (formerly known as the Barnes Group Inc. Salaried Retirement Income Plan). This SPD should be reviewed carefully and retained for future reference. This SPD provides information intended to help you understand how the Plan works. Please remember that this is only a summary of the provisions of the Plan and it is not the official Plan document. The SPD is not intended to explain how every Plan provision might apply in every situation. If you have any questions about the Plan and how it may apply to you in a particular situation, please contact the Third Party Administrator or the Benefits Committee listed at the end of this SPD in the section titled "Important Facts About the Plan". The complete details of the Plan and the related trust are contained in the official Plan and trust documents, which legally govern the operation of the Plan. **In the event of a conflict between this SPD and the Plan and trust documents, the Plan and trust documents will govern in all cases.**

Barnes Group Inc. (the "Company") through action of its Board of Directors, or if it so delegates, the Benefits Committee, reserves the right to amend, modify, revoke or terminate the Plan in whole or in part, at any time subject to legal protections under ERISA for benefits earned. Participation in the Plan does not constitute a contract for or guarantee of present or future employment. If you have any questions about the Plan, please contact the Benefits Committee.

Salaried employees who were former salaried employees of the De-Sta-Co division of Dover Resources, Inc. (the Barnes Engineered Springs unit of the Precision Component division of the Company) are subject to special provisions described in Appendix A.

If this SPD has been delivered to you by electronic means, you have the right to receive a written SPD and may request may request a copy of this SPD on a written paper document at no charge by contacting the Plan Administrator.

YOUR RETIREMENT INCOME PLAN

The Plan is designed to help provide a foundation for your financial security when you retire from the Company, along with the Barnes Group Inc. Retirement Savings Plan and your personal savings. All Plan pension benefits are paid in addition to Social Security.

PARTICIPATING IN THE PLAN

Eligibility

You are eligible to participate in the Plan if you were hired to work for the Company in a common law employment relationship as a salaried employee (as so designated by the Company on its U.S. payroll records) on or before December 31, 2012. Participants hired or rehired after December 31, 2012 are no longer eligible to participate in the plan. **If you are a salaried employee of Barnes Engineered Springs unit of the Precision Components division (formerly the De Sta-Co division), please refer to <u>Appendix A</u> for the eligibility rules that apply to your participation in the Plan.**

You are not eligible to participate in the Plan if you are:

- A salaried employee hired, rehired, or reclassified from an ineligible to an eligible participation category after December 31, 2012;
- A commission sales agent or field sales employee of Barnes Distribution (whether formerly employed by Bowman, Curtis Industries, or KAR);
- An employee of the Company's former Pioneer Division;
- An employee of Barnes Aerospace unit of the Precision Components division;
- A union employee; or
- A leased employee covered by a money purchase pension plan sponsored by such leased employee's leasing organization.

In addition, an individual who is classified by the Company as an independent contractor or who has any status other than a common law employee, is not eligible to participate in the Plan (and service during any such period will not be counted), regardless of whether such individual is later classified as an employee of the Company by a government authority.

Enrollment

If you are eligible to participate in the Plan, then you are automatically enrolled in this Plan by the Company.

Effective Date

Your participation in the Plan is effective on your first day of work as an eligible employee.

Who Pays For The Plan

Your Plan benefits are provided at no cost to you. All required Plan contributions are made by the Company.

SERVICE

There are two types of Service under the Plan: Vesting Service and Credited Service. If you are employed by Barnes Engineered Springs unit of the Precision Components division of the Company (formerly the De-Sta-Co division), your vesting service and credited service is computed as described in Appendix A. If you are employed by Barnes Engineered Springs unit of the Precision Components division of the Company (formerly the De-Sta-Co division) and you are later employed in a different division, then Appendix A will apply until your date of transfer, and this section will apply after your date of transfer.

Vesting Service

"Vesting Service" generally means all of the calendar years and months you have worked for the Company or any predecessor company which is now a division of the Company from your earliest date of hire.

In this Plan, Vesting Service is used to determine whether or not you are vested, and whether or not you are eligible for protection for your spouse.

Vesting refers to your right to a pension even if you leave the Company before retiring. You are vested in your accrued benefit under the Plan – i.e., eligible for a pension – once you have at least 5 years of Vesting Service. Provided you are actively employed, you are also considered vested if your Employment ceases on or after your Normal Retirement Date.

Credited Service

Credited Service is used for computing your benefits under the Plan. You will be eligible to receive credit for your service in the United States as a salaried employee of the Company and any affiliated company that adopts the Plan.

Credited Service begins on the first day of the month on or following your date of employment as an eligible salaried employee and generally ends on your date of termination ("Severance Date"). You will receive Credited Service in years and full months.

For the following acquisitions, Credited Service prior to the date indicated below is excluded:

- Former Hyson Division – September 1, 1999
- Former Curtis Industries Division of Barnes Distribution – January 1, 2001
- Former KAR Products, LLC – January 1, 2004

Years of Service with the Company during which you were compensated on an hourly rate basis prior to becoming a participant under the Plan will also be included in the determination of both Years of Vesting Service and Credited Service, unless your hourly service was with a division not eligible for the Plan (see the section entitled "Eligibility").

Leaves of Absence

The following will also count as Vesting Service and Credited Service:

- An authorized leave of absence up to 104 consecutive weeks, provided you return to employment at the end of your leave. If you do not return to active employment, you will be considered to have resigned as of the last day of your authorized leave within that period.

- Absence from employment for active duty with the Armed Forces of the United States, provided you return to active employment during the period in which you retain reemployment rights. If you do not return to active employment within that period, you will be considered to have resigned as of the last day of your authorized leave.

- Approved disability leave. These absences are counted for up to 30 months (6 months of short term disability, plus the next 24 months of long term disability).

- Authorized leave of absence for disability during which you are eligible for and receiving benefits under the Social Security Act.

- Temporary layoff up to 52 consecutive weeks due to the closing of a work location or reduction in personnel (counts towards Vesting Service but not Credited Service).

Break-in-Service

If you leave the Company, you may incur a Break-in-Service. For example, the Plan provides that if you don't return to work within 12 months of your Severance Date, you incur a Break-in-Service (and stop earning credit under the Plan). Depending on how long you had worked prior to the break, and how long the Break-in-Service lasts, you may lose prior service upon any future return to work.

The Plan provides that you may be absent from work for up to 24 months (instead of 12) without incurring a Break-in-Service if your absence is due to pregnancy, childbirth, adoption of a child, or the necessity to care for a child during the period immediately following childbirth or adoption. This provision affects both mothers and fathers of new children.

If you leave the Company before you are vested and are later rehired, your past Vesting Service and Credited Service will not count if the length of your Break in Service is 5 or more years. If you are rehired within 5 years of your previous termination, this rule is waived.

If you leave the Company after you are vested and are later rehired, your previous Service will count for both Credited Service and Vesting Service purposes.

YOUR RETIREMENT DATE

Normal Retirement Date

Your Normal Retirement Date is the later of the day you reach age 65 or the fifth anniversary of your date of hire. If you are employed by Barnes Engineered Springs unit of the Precision Components division (formerly the De-Sta-Co division), your Normal Retirement Date is the day you reach age 65. If you discontinue service on or after your Normal Retirement Date, your pension benefits will begin on the first day of the month coincident with or next following that date.

Early Retirement Date

You may retire at any time after your attainment of age 55, provided you have at least 10 years of Vesting Service at that time. This date becomes your Early Retirement Date. If you retire on or after your Early Retirement Date (but before your Normal Retirement Date), your pension benefits may begin as early as the first day of the month coincident with or next following that date. However, if you do retire early, your pension will be less than if you remain with the Company until your Normal Retirement Date. Please refer to the "Pension Starting at Early Retirement" section of this SPD for details about early retirement elections and benefits.

Postponed Retirement Date

You can work beyond your Normal Retirement Date. If you do work beyond your Normal Retirement Date, your pension benefit will begin on the first of the month following the date you actually retire.

PENSIONS STARTING ON OR AFTER NORMAL RETIREMENT DATE*

Normal Retirement Income

When you retire on or after your Normal Retirement Date, you'll receive a pension benefit calculated according to a formula. The formula uses the following factors:

- Your Final Average Earnings;
- Your Covered Compensation Level; and
- Your Credited Service.

Your Final Average Earnings means the highest average of your annualized earnings (excluding bonuses and overtime pay) – during any 60 consecutive months during your last 120 months of Credited Service before your Retirement Date.

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* *If you are an employee of Barnes Engineered Springs unit of the Precision Components division (formerly the De-Sta-Co division), please refer to Appendix A for a description of your Normal Retirement Income.*

- If you transferred into the Plan from the Hyson Division or Curtis Industries Division of Barnes Distribution, your earnings prior to your participation in the Plan may be included in the calculation of your Highest Average Earnings if necessary to have 60 consecutive months of earnings.
- If you have less than 60 months of eligible compensation, your Highest Average Earnings is calculated by averaging your total eligible earnings over the applicable period (generally, the number of months that you were considered an eligible employee under the Plan).
- If you terminate employment with the Company and are later rehired, your consecutive months of earnings during the last 120 months you work for the Company will disregard the period between your termination date and the date you are subsequently rehired.

While you are accruing Credited Service due to an authorized leave for disability, you will be deemed to continue earning pay at the same rate at which you were being paid when your disability began, for purposes of calculating your Final Average Earnings.

Each year, the IRS limits the amount of earnings that may be taken into consideration in calculating your pension benefit under this Plan. The limit, which is subject to future adjustment and applies to earnings for that year, is $270,000 in 2017.

Your Covered Compensation Level means the average annual earnings used to calculate your Social Security Benefit. Your Covered Compensation Level is based on the year in which you reach your Social Security Retirement Age and assumes you will earn the maximum amount taxable by Social Security up to that time. If you leave the Company before your Social Security Retirement Age, the maximum amount taxable by Social Security in effect for the year of your termination will be assumed to continue through the date you reach Social Security Retirement Age.

FORMULA FOR CALCULATING NORMAL RETIREMENT INCOME

Your annual Normal Retirement Income is calculated by using the following formula:

- For Credited Service Up to 25 Years:

  1.85% for each year of Credited Service completed through December 31, 2006 and 1.5% for each year of Credited Service completed after December 31, 2006 of your Final Average Earnings (FAE) up to your Covered Compensation Level

  - PLUS -

  2.45% for each year of Credited Service completed through December 31, 2006 and 2.00% for each year of Credited Service completed after December 31, 2006 of your FAE in excess of your Covered Compensation Level

  - PLUS -

- For Each Year of Credited Service Over 25 Years:

  0.5% of your FAE

This calculation yields the amount of the annual Normal Retirement Income which would be paid to you as a single life annuity for your lifetime only. The amount would be adjusted to reflect the actuarial equivalent of the amount if you received your pension benefits under any of the Optional Forms of Payment available. The Life Annuity Option and the other Forms of Payment available under the Plan are described in the section entitled "Optional Forms of Payment."

Examples of Normal Retirement Income Benefits

The following are two examples of how Normal Retirement Income Benefits are calculated. They are based on the Covered Compensation Level and Social Security benefits applicable in 2013.

Example 1 - Cathy retires on February 1, 2017 at age 65, after 35 years of Credited Service with Final Average Earnings of $87,000. On December 31, 2006, Cathy had over 25 years of Credited Service. The Covered Compensation Level for a person who reaches age 65 and retires in 2017 is $81,000. Here is how Cathy's annual pension benefit would be calculated:

.0185 x $81,000 x 25 years	$37462.50
PLUS	
.0245 x $6,000 x 25 years	+ $3,675.00
PLUS	
.005 x $87,000 x 10 years	+ $4,350.00
Total Annual Pension Benefit Payable at Age 65	$45,487.50
In addition, Cathy would receive an estimated Social Security benefit payable at SSNRA[1]	+ $26,016.00
TOTAL ANNUAL RETIREMENT INCOME Payable at Age 65	**$65,353.50**

In the previous example, Cathy's combined pension and Social Security income equals $65,353.50 or 87.1% of her Final Average Earnings.

Let's look at how Normal Retirement Income Benefits are calculated for another employee:

Example 2 - Jim retires on January 1, 2017 at age 65, after 27 years of Credited Service and Final Average Earnings of $92,000. On December 31, 2006, Jim had 20 years of Credited Service. The Covered Compensation Level for a person retiring at 65 in 2017 is estimated at $81,000. Here is how Jim's annual pension benefit would be estimated:

.0185 x $81,000 x 20 years	$29,970.00
PLUS	
.015 x $81,000 x 5 years	+ $6,075.00
PLUS	

[1] *Social Security Normal Retirement Age, which will either be 65, 66 or 67, depending on your year of birth.*

.0245 x $11,000 x 20 years	+ $5,390.00
PLUS	
.02 x $11,000 x 5 years	+ $1,100.00
PLUS	
.005 x $92,000 x 2 years	+ $920.00
Total Annual Pension Benefit Payable at Age 65	$43,455.00
In addition, Jim would receive an estimated Social Security benefit payable at SSNRA	+ $27,744.00
TOTAL ANNUAL RETIREMENT INCOME	**$71,199.00**

Jim's combined pension and Social Security benefits provide an annual income of $71,199 or 77.4% of his Annual Average Earnings.

These examples show the annual benefits payable to Cathy and Jim if payment was made as a Life Annuity. If they were to receive their pension benefits under any other payment method, the benefit amounts would be adjusted as outlined in the section entitled "How You Can Receive Benefits."

Minimum Benefit

The Plan provides a minimum pension to all employees who retire under this Plan. The minimum pension benefit (before any other adjustments for early commencement of benefits, or for the optional forms of annuity) will be equal to the pension benefit that would have been payable to you if you had always been covered under the pension plan covering hourly employees at your location. (The minimum pension benefit calculation will not reflect any early retirement supplement which may be available under the hourly pension plan.)

Maximum Benefit

Your annual pension benefit cannot exceed the lesser of:

- $215,000 (for 2017); or
- Your average compensation for the highest three consecutive calendar years as an active Plan member.

The maximum pension benefit may be subject to periodic adjustments under IRS regulations.

PENSION INCOME STARTING AT EARLY RETIREMENT*

If you terminate employment with the Company on or after having reached age 55 and completing 10 years of Vesting Service, you may retire on an Early Retirement Date.

* *If you are an employee of Barnes Engineered Springs unit of the Precision Components division (formerly the De-Sta-Co division), please refer to Appendix A for a description of your Early Retirement Income*

If you decide to retire early, you may choose when to begin receiving pension benefits. You may elect to receive pension benefits immediately, wait until your Normal Retirement Date, or receive pension benefits at some point between your Early and Normal Retirement Dates. However, you should be aware that early payment of pension benefits generally results in lower pension benefit amounts for two reasons. First, if you retire early, you will have less Credited Service on which to base your pension. Second, if you begin receiving benefits before age 62, your pension benefit will be reduced because you will be expected to receive payments over a longer period of time.

The following schedule shows the pro rata adjustment in the amount of your pension benefit:

Age	Percentage of Full Benefit at Age 65
55	62.50%
56	66.60%
57	70.80%
58	75.00%
59	79.10%
60	83.30%
61	91.60%
62+	100.0%

The reduction for non-integer ages is prorated based on your age in completed years and months. As you can see from the table above, the Plan permits pension benefits to begin as early as age 62 without a reduction in pension benefits.

PENSION FOR POSTPONED RETIREMENT

If you work past Normal Retirement Age, you'll receive your pension benefits when you actually retire.

There are also special rules regarding 5% owners of the Company who continue to work past age 70½. You will be given detailed information if this applies to you.

PENSION FOR PHASED RETIREMENT

On or after January 1, 2016, if you (i) have reached age 62, (ii) have completed at least 10 years of Vesting Service, and (iii) are regularly scheduled by the Company to work 120 hours or less per calendar month, you may elect to start in-service pension benefit payments while you are still working. If you are eligible and choose to elect to receive in-service pension benefit payments, your pension benefit amount will be calculated based on your Credited Service, Covered Compensation Level and Final Average Earnings as of the end of the month in which you make the election. Your benefits may begin as the first day of the month following that date. When you retire, your monthly pension benefit will include your Credited Service, Covered Compensation Level and Final Average Earnings as of your retirement date. The Company has no obligation to offer you continued employment, reduced or otherwise.

VESTED TERMINATION RETIREMENT PENSION INCOME*

If you leave the Company before your Normal or Early Retirement Date and meet the vesting requirements, you are eligible for a Vested Benefit. The amount of your Vested Benefit is based on your Final Average Earnings, Covered Compensation Level and Credited Service on your termination of employment.

The calculation is very similar to the Normal Retirement Income Benefit calculation. However, the Vested Benefit calculation projects your Credited Service to your Normal Retirement Date, then reduces the resulting benefit by multiplying it by the ratio of your actual Credited Service to your projected Credited Service.

Example

Sam resigned in 2016 at age 48 with 10 years of Credited Service and Final Average Earnings of $121,000. On December 31, 2006, Sam had 3.5 years of Credited Service. The Covered Compensation level in 2016 at age 48 was estimated at $111,000. If Sam had continued working until his Normal Retirement Date, he would have accrued 27 years of Credited Service. Here is how Sam's annual pension benefit would be calculated:

.0185 x $111,000 x 25 years	$51,337.50
.015 x $111,000 x 25 years	$41,625.00
.0245 x $10,000 x 25 years	$6,125.00
.02 x $10,000 x 25 years	$5,000.00
.005 x $121,000 x 2 years	$1,210.00
Ratio of Actual Credited Service on December 31, 2006 to projected Credited Service 3.5/27	0.12963
Ratio of Actual Credited Service after December 31, 2006 to projected Credited Service 6.5/27	0.24074
Annual Pension Benefit Attributable to Credited Service before December 31, 2006:	

* *Employees of Barnes Engineered Springs unit of the Precision Components division (formerly the De-Sta-Co division) are not eligible for a Vested Termination Retirement Pension Income under the terms of the Plan.*

($51,337.50+$6,125.00+$1,210.00) x 0.0.12963	$7,605.72
Annual Pension Benefit Attributable to Credited Service after December 31, 2006: ($41,625.00+$5,000.00+$1,210.00) x 0.24074	$11,515.80
Total Annual Pension Benefit Payable at Age 65 $7,605.72+$11,515.80	$19,121.52

If you are vested when you leave the Company, you can choose to receive your pension benefits in either of two ways:

- You can elect to receive your Vested Benefit at Normal Retirement Date, or
- You can elect to receive your Vested Benefit as early as age 55. If you select this option, the monthly amount will be less, because pension benefits are expected to be paid over a longer period of time. If you decide to start receiving pension benefits before your Normal Retirement Date, you will receive an adjusted percentage of the benefit you had earned, as follows:

Percent of Vested Benefit Payable Based on Age at Commencement Date

	MONTHS											
AGE	**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**
55	.42300	.42583	.42866	.43149	.43432	.43715	.43998	.44281	.44564	.44847	.45130	.45413
56	.45700	.46008	.46316	.46624	.46932	.47240	.47548	.47856	.48164	.48472	.48780	.49088
57	.49400	.49750	.50058	.50408 .	.50758	.51108	.51458	.51808	.52158	.52508	.52858	.53208
58	.53600	.53983	.54366	.54749	.55132	.55515	.55898	.56281	.56664	.57047	.57430	.57813
59	.58200	.58625	.59050	.59475	.59900	.60325	.60750	.61175	.61600	.62025	.62450	.62875
60	.63300	.63775	.64250	.64725	.65200	.65675	.66150	.66625	.67050	.67525	.68000	.68475
61	.69000	.69533	.70066	.70599	.71132	.71665	.72198	.72731	.73264	.73797	.74330	.74863
62	.75400	.76000	.76600	.77200	.77800	.78400	.79000	.79600	.80200	.80800	.81400	.82000
63	.82600	.83275	.83950	.84625	.85300	.85975	.86650	.87325	.88000	.88675	.89350	.90025
64	.90700	.91475	.92250	.93025	.93800	.94575	.95325	.96100	.96850	.97625	.98400	.99150
65	1.000											

BENEFITS FROM ANOTHER BARNES GROUP PENSION PLAN

If your employment status changes to salaried employment eligible to participate in this Plan from an employment status covered by another pension plan maintained by the Company*, your benefit under this Plan will:

- Include the period of your employment before your change to eligible salaried status; and
- Be reduced by the benefit earned under the other pension plan.

METHODS OF PAYMENT

Generally, you (or your survivor) will receive your pension in the form of monthly benefit payments. However, if the value of your total pension benefit is $5,000 or less, you may elect to receive a one-time lump-sum payment in lieu of an annuity. If the value of your total pension benefit is $1,000 or less, you will automatically receive an immediate lump-sum payment. If such a lump-sum payment is made to you, you will receive only 80% of the payment due because the Plan must withhold 20% of the payment. This 20% of the payment is sent to the IRS as income tax withholding to be credited against your taxes. As an alternative, you may choose to have the entire lump-sum payment paid directly to an IRA (Individual Retirement Account) or to another employer's plan that would accept this kind of rollover. You will be given detailed information about this aspect of the Plan if it ever applies to you.

HOW YOU CAN RECEIVE BENEFITS

Because personal and financial circumstances vary, the Plan provides a number of different payment options from which you may choose. Read this section carefully so that you can decide which option is best suited to your needs.

Normal Form of Payment

The Plan establishes a Normal Form of Payment for you depending on whether you are single or married on the date you first qualify as a retiree. However, other Optional Forms of Payment are also available, and you have the right to waive your Normal Form and select an Optional Form, if you prefer. These Optional Forms are explained in the section entitled "Optional Forms of Payment." If you do not elect an Optional Form of Payment, your pension benefits will be paid to you under the Normal Form of Payment applicable to you.

For Single Participants

If you are single when you first qualify as a retiree, your Normal Form of Payment under the Plan is a Life Annuity unless you elect otherwise. Under this Form, payments are made to you for your lifetime only; at your death, all payments cease. Because pension benefits are not

* *This provision does not apply to employees of KAR Products or the De-Sta-Co Division.*

continued to anyone else after your death, this Form of Payment produces the highest lifetime monthly pension benefit available under the Plan.

For Married Participants

If you are married when you first qualify as a retiree, your Normal Form of Payment under the Plan is a 50% Contingent Pensioner Annuity (also known as your Qualified Joint and Survivor Annuity or "QJSA"), unless you and your spouse elect otherwise. This rule applies regardless of when you elect to begin your benefits or retire. Under present law, your spouse is the person to whom you are legally married under the laws of the State in which your marriage is entered into.

Under the Normal Form of Payment for married employees, your pension benefit is reduced during your lifetime, so that after your death, your surviving spouse receives 50% of your reduced pension benefit for life. How much your pension benefit is reduced by depends upon your age and your spouse's age on the date your pension benefit payments begin.

If your spouse dies before you first begin to receive payments, your QJSA is automatically cancelled, and you receive your pension benefit unadjusted under a Life Annuity. However, if your spouse dies after you first begin to receive payments, but before you die, you continue to receive your reduced pension benefit for the remainder of your lifetime.

If you do not want to accept payment in the Normal Form of Payment, you and your spouse must waive the Normal Form of Payment in writing prior to your Retirement Date. The decision to accept payment under the Normal Form of Payment, or to elect an Optional Form of Payment, becomes final on the date you first commence payments and cannot be changed later in response to a change in your circumstances.

Election Procedures

If you want to retire, you should notify the Barnes Group Retiree Service Center at (800) 352-8904 approximately 3 months in advance of the date you wish to start your benefit payments. You will be provided with the necessary election forms to complete and you will receive a description of the various payment options. You can choose the form of payment you want during the election period, which is generally the 90 day period beginning as of the date the election forms are sent to you. The completed forms should be returned no later than 30 days prior to your desired commencement date in order for payments to begin timely.

If your claim for benefits is denied, you may appeal the decision. See the section entitled "Claims Procedure" for detailed information.

OPTIONAL FORMS OF PAYMENT

In order to give you flexibility in planning your retirement, the Plan offers Optional Forms of Payment. If you prefer, you may elect one of the Options rather than accept payment under the Normal Form.

If you were employed by De-Sta-Co, please refer to Appendix A for additional rules that apply to your selection of Optional Forms. ***Any such other Optional Forms of Payment are not available under Part A of the Plan***.

> **IMPORTANT NOTE**
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> **If you are married and choose one of the Optional Forms of Payment that would provide a lesser benefit instead of the Normal Form (50% Contingent Pensioner Annuity), the Plan requires that your spouse sign a written consent form, witnessed by a notary or plan representative, agreeing to waive coverage which would otherwise be available upon your death.**

Life Annuity Option

If you are married, the Life Annuity Option is the same as the Normal Form of Payment described earlier for single employees. In this case, you receive your unreduced pension benefit during your lifetime, with no benefits payable to anyone else after your death.

Contingent Pensioner Annuity Option

The Contingent Pensioner Option is similar to the Normal Form of Payment for married employees. You may elect to continue pension benefits after your death, for a beneficiary of your choice, known as your contingent pensioner. Your payments will be reduced so that benefits can be paid over your and your beneficiary's lifetimes. This Option would provide lifetime income to your contingent pensioner of 100%, 75%, 50% or 25% of your reduced pension benefit. The higher the percentage you elect to continue and the younger the age of your beneficiary, the greater the reduction of your monthly pension benefit.

If you elect this Option, and your contingent pensioner dies before you commence payment, this Option will be cancelled automatically. However, if your contingent pensioner dies after you commence payment, you will continue to receive your reduced pension benefits for the remainder of your lifetime.

> **IMPORTANT NOTE**
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> **If you designate someone other than your spouse as your beneficiary under the Contingent Pensioner Annuity Option, the percentage that you may elect to be continued to your beneficiary may be limited.**

Level Income Option

You may wish to consider the Level Income Option if you decide to begin receiving your pension benefits before age 62. Under this Option, you will be paid an increased pension benefit up to age 62 and a reduced pension benefit thereafter. This Option is designed to recognize that you may have Social Security benefits beginning at age 62, and will help keep your total retirement income fairly level throughout your retirement years.

Combination Level Income and Contingent Pensioner Option

Under the Combination Level Income and Contingent Pensioner Option, you may combine both the Level Income Option and the Contingent Pensioner Options so that you may equalize your total retirement income (from this Plan and from Social Security) before and after age 62 and you may continue pension benefits to your spouse (or anyone else you name) upon your death. If you elect the Combination Option, your payments from the Plan will be reduced, as explained under the Contingent Pensioner Option, to help pay for the protection for your Contingent Pensioner.

120-Months Certain and Life Income Option

Under the 120-Months Certain and Life Income Option, you agree to receive a reduced pension benefit during your lifetime, with a guarantee that no less than 120 monthly payments will be made to you and your designated beneficiary.

Monthly pension benefit payments are made for your lifetime. If you should die before you have received 120 monthly payments, the value of the remaining number of payments will be paid to your beneficiary.

If you received more than 120 monthly pension benefit payments during your lifetime, no pension benefit is payable upon your death to your designated beneficiary.

Rehired after Retirement

If you are rehired after you have begun to receive payments, your benefit payments will be suspended if:

- You work more than 120 hours in a calendar month; or
- Upon the later of (i) you reaching age 65 or (ii) the occurrence, on or after the third anniversary after you have started receiving in-service payments, of you working more than 40 hours per month in 4 months of a calendar year.

Payments will resume at later retirement and you may make a new election of form of payments for your benefits. If payments are made for any month in which they should have been suspended, your future payments will be reduced to reflect the over payments.

BENEFITS IF YOU SHOULD DIE BEFORE RETIREMENT

If you were to die prior to retirement, your family would be deprived of your continued income. To provide extra financial protection to your spouse, the Plan provides a Pre-Retirement Survivor Annuity Benefit. Under present law, your spouse is the person to whom you are legally married under the laws of the State in which your marriage is entered into.

Pre-Retirement Survivor Annuity Benefit

This benefit is payable to your surviving spouse if you are vested, have been married for one year or more, and you die prior to receiving any benefit from the Plan. The monthly benefit would be determined as a 50% Contingent Pensioner Annuity based on the benefit you had earned up to the date of your death (including any adjustments to reflect the cost of the protection).

It's important to note that monthly benefit payments to your surviving spouse would not begin until the later of:

- the first day of the calendar month following your 55th birthday, if you die before age 55; or
- the first day of the calendar month following your death, if you die after age 55.

Pension benefits would be paid for life to your surviving spouse whether or not your spouse remarries.

The Pre-Retirement Survivor Annuity Benefit is automatic and the Company pays the cost while you are actively working. However, if you terminated employment with a vested pension entitlement, you will be required to pay the cost for periods of protection after your termination of employment and prior to your Retirement Date. You may not be required to pay the cost for the protection if your spouse signs a written consent form agreeing to forego the pension benefits which would otherwise be available upon your death.

Reduction for Terminated Participants

The cost of this protection is expressed as a reduction in your pension benefit when it commences, to reflect:

- your age while the coverage was in effect after your termination of employment; and
- the length of time that the coverage was in effect after your termination of employment.

The amount of the reduction is as follows:

- for periods of coverage after your termination of employment prior to age 45: 2/10 of 1% (.002) for each year; and
- for periods of coverage after your termination after age 45: 1/2 of 1 % (.005) for each year.

These reductions are prorated for months of coverage.

The only circumstances under which this coverage would not apply are as follows:

- If you were not eligible for coverage at your date of death (i.e. you had not met all vesting requirements or were not married); or
- If you were otherwise eligible and had waived the coverage with your spouse's written, notarized consent after you terminated employment.

HOW TO ESTIMATE YOUR PENSION BENEFIT

To request a pension estimate, please call the Barnes Group Retiree Service Center at (800) 352-8904 or log on to their website at https://barnes.mercerhrs.com. Customer service representatives are available Monday through Friday from 8:00 a.m. to 5:00 p.m. (EST).

BENEFITS FROM SOCIAL SECURITY

You may receive benefits from Social Security in addition to the benefits you will receive from the Plan. The Company does not have any control over Social Security benefits. These are provided and administered by the federal government. This section is intended only as a brief introduction to Social Security.

Social Security benefits may be payable in the event of your death or disability as well as retirement. Your Social Security benefits are based on the amount of your earnings which are subject to Social Security taxes. You may contact your local Social Security office for more information about your eligibility for these benefits and for a record of your past wages that were subject to Social Security taxes. Social Security benefits are not paid automatically, you must apply for them. You may also request from the Social Security office a booklet which explains in detail how to calculate your Social Security benefits. The Social Security Administration's toll-free phone number is (800) 772-1213 and the TTY number is 1-800-325-0778. These numbers are in operation from 7 a.m. to 7 p.m. (EST) on business days. You may also access the Social Security Administration website at www.ssa.gov.

TAXES ON BENEFITS

Under present tax law, you do not have to pay taxes on your retirement benefits until you actually receive them. The amount of tax you will have to pay depends on the type of distribution you elect, your tax status and the tax laws in effect when payment is made.

Before you apply for a distribution of your benefits, you should consult with your personal tax/financial advisor about the consequences of the various types of payment.

LIMITATIONS OR LOSS OF BENEFITS

Your Plan is a valuable tool for planning your retirement years. Although you may intend to continue your employment with the Company until retirement, there may be a time when your personal situation will prevent you from carrying out your intentions. In addition, some individuals may not qualify for a benefit. You should be aware that the following are some, but not all, of the possible reasons you may not receive part or all of a benefit from the Plan.

Termination

If you terminate employment (or your employment is terminated by the Company) or die before becoming vested in your Plan benefit, neither you nor your beneficiary will receive any benefits from the Plan. You must be vested in your benefit to receive any benefits from the Plan.

Other Circumstances

- If you do not meet the requirements for eligibility to participate, you will not be entitled to any benefit from the Plan.
- If you have chosen the life annuity option or other form of payment that does not provide for either a contingent annuity or guaranteed monthly payments and you die after you have started receiving pension benefits, no further payments from the Plan will be made.
- If you return to the Company after your benefits start, your benefits from the Plan may be suspended while you are employed.
- If the Plan overpays you, the Plan reserves the right to recover any overpayment made, whether by reason of administrative error or for any other reason. The Benefits Committee may authorize any procedure that it deems appropriate to recover overpayments, including without limitation, deductions from future payments of the amount of any overpayment.
- If the Plan is terminated, you will not earn further benefits in the Plan.

- If the Plan is terminated with insufficient assets to provide your benefit, and if the PBGC does not guarantee all of your benefit, then your benefit may be reduced, or lost altogether.
- You will not receive benefits to the extent that payments are required to be made to another person as a result of a qualified domestic relations order issued by a court in cases such as divorce.
- If the Plan should be disqualified by the Internal Revenue Service, contributions made to the Plan may result in current taxable income to you in the year of disqualification.
- No benefits will be paid until you or, if applicable, your spouse or beneficiary applies for them.
- Benefits will be reduced to reflect payments made under a Workers' Compensation program to which the Company contributed.

MILITARY SERVICE

If you have a period of military service during your employment with the Company, your benefits will be calculated in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA). Upon reemployment, your military service may also be counted as service for vesting and benefit accrual purposes.

If you die while performing military service and before your retirement benefit commences, you will be treated as if you returned to employment with the Company on the date immediately preceding your death and then died.

For more information on how these special rights might apply to you, contact the Third Party Administrator listed in the back of this SPD.

YOUR RIGHTS AS A PLAN PARTICIPANT

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Benefits Committee's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Benefits Committee, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining

agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Benefits Committee may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Benefits Committee is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (the later of age 65 or completion of five years of Plan participation) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance:

- If you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Benefits Committee to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Benefits Committee.
- If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.
- If you disagree with Benefits Committee's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court.
- If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the

person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Benefits Committee. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Benefits Committee, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

CLAIMS PROCEDURE

Presenting a Claim for Benefits

If you believe you are being denied any rights or benefits under the Plan, you (or your duly authorized representative) may file a claim in writing with the Benefits Committee or its delegate.

If your claim is wholly or partially denied, the Benefits Committee will notify you in writing (or electronically if permissible under applicable law) of its decision within a reasonable period of time, but not later than 90 days (45 days in case of a disability-related claim) after the date the Benefits Committee received your claim. The notice will contain the following information:

- The specific reason or reasons for the denial,
- Specific reference(s) to the Plan provisions on which the denial is based,
- A description of any additional material or information necessary in order to present a thorough appeal and an explanation of why such material or information is necessary, and
- A description of how to have your claim reviewed.

If the Benefits Committee or its delegate determines in its sole discretion that an extension of time for processing the claim is required, you will be notified of the extension in writing within the original 90-day period (or 45-day period in the case of a disability-related claim). In no event will the extension exceed a period of 90 days (30 days for claims involving disability benefits (a second 30-day extension may also be necessary)) from the end of the original 90-day period (45-day period in the case of a disability-related claim). The extension notice will indicate the special circumstances requiring an extension and the date by which the Benefits Committee or its delegate expects to render the determination.

Access to Information and Documents

If your claim is denied, you may request and receive reasonable access to and copies of relevant documents, records and other information in the Company's possession free of charge. Relevant documents, records and other information are those that:

1. were relied on in making the determination;
2. were submitted, considered or generated in the course of making the determination; or
3. demonstrate compliance with the Plan's administrative processes or safeguards.

Appeals

If you disagree with the decision, you may appeal the denial to the Benefits Committee or its delegate. Your request must be made in writing by you or your duly authorized representative to the Benefits Committee or its delegate's within 60 days (180 days for claims involving disability benefits) after the Benefits Committee's notice of denial. As part of this request, you (or your duly authorized representative) may:

- Submit written issues and comments to the Benefits Committee or its delegate, and
- Review relevant documents, records and information (and request copies free of charge).

Your claim for review will be given a full and fair review. This review will consider all comments, documents and other information that you (or your duly authorized representative) submit, without regard to whether such information was previously submitted or considered. The decision on review will be delivered in writing (or electronically if permissible under applicable law) within 60 days (45 days for claims involving disability benefits) or 120 days (90 days for claims involving disability benefits) if the Benefits Committee or its delegate determines in its sole discretion special circumstances warrant additional time and you are notified of the extension in writing within the original 60-day period (180-day period for claims involving disability benefit claims) after your request for review.

If your claim is again denied on review, the decision will inform you of the specific reasons for the denial and will include references to the pertinent Plan provisions. The decision will also advise you of your rights to review or request (free of charge) copies of relevant documents, records and other information

Finality of Review on Appeal

You may not challenge the Benefit Committee's (or its delegate's) determinations in judicial or administrative proceedings without first complying with the Plan's claims procedures. The decisions made pursuant to these procedures are final and binding; provided, however, that once you have exhausted the administrative claims procedures, you may seek a review of your claim before a court of competent jurisdiction within twelve (12) months of the date your claim is finally denied.

ASSIGNMENT OF YOUR BENEFITS (QDROS)

For the protection of your interests and those of your beneficiaries, your benefits under the Plan cannot be assigned, transferred or conveyed and are not subject to garnishment or attachment, except to the extent permitted or required by law. For example, some or all of your benefit may be assigned under a Qualified Domestic Relations Order (QDRO). A QDRO is a court order, judgment or decree that requires the Plan to distribute all or part of your vested benefit to your spouse, former spouse, child or other dependent to meet marital, alimony or child support obligations imposed on you by law. The QDRO must:

- Be made pursuant to a state domestic relations law (including a community property law);
- Relate to the provision of child support, alimony or marital property rights; and
- Create or recognize an alternate payee's right to receive all or a portion of a participant's benefits under an employee benefit plan.

The Plan's QDRO procedures may be obtained from the Benefits Committee at no charge and are incorporated into this SPD.

PENSION BENEFIT GUARANTY CORPORATION

The Plan pays premiums so that if this Plan should end, your pension benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their Plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than 5 years at the time the Plan terminates; (3) benefits that are not vested because you have not worked long enough for the Company; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from the Plan Sponsor and certain related companies.

For more information about the PBGC and the benefits it guarantees, ask your Benefits Committee or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call (202) 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at www.pbgc.gov.

CONTINUANCE OF THE PLAN

The Plan Sponsor expects to continue the Plan, but reserves the right to change, suspend, or discontinue the Plan at any time through action of its Board of Directors, or if it so delegates, the Benefits Committee. No change may deprive you of any rights to the benefits you earned before the change was made – to the extent Plan benefits have been funded as of that date.

If the Plan is terminated, you will generally become fully vested in your benefit accrued as of the date of Plan termination - to the extent the benefit is then funded. This is true regardless of how much service you have in the Plan at that time. The Benefits Committee will determine whether to immediately pay benefits to Plan participants, hold payments until a future date, buy annuity contracts for participants or follow another procedure.

Except under very limited circumstances, the Plan may be terminated only if there are Plan assets sufficient to satisfy all of the Plan's benefit commitments. If the Plan assets exceed the amount necessary to meet these commitments, the Company may be entitled to a portion of these assets.

If Plan assets are not sufficient to satisfy all of the Plan's benefit commitments, the Plan may be terminated only in limited situations. If the Plan is terminated under these conditions and Plan assets are not sufficient to satisfy all benefit commitments, the law establishes priorities as to how the trust fund's assets will be used to provide Plan benefits after termination.

Payment of your benefit at termination will come only from Plan assets or from the PBGC (see above for more information about PBGC insurance). The provisions of the Plan are subject to any changes required by the IRS, the U.S. Department of Labor or the PBGC to comply with federal law or regulations.

CHANGE OF ADDRESS OR OTHER PERSONAL DATA

To make sure you receive your benefits and any benefit communications pertaining to the Plan, it is critical that we have your most current address and other relevant personal data (e.g. your marital status).

If you are an active part-time or full-time employee, please notify your payroll/HR department of any changes in your relevant personal data. If you are an inactive employee, retiree, surviving spouse or former employee, please complete the Personal Data Change form available from the Third Party Administrator.

Keeping this information up-to-date will ensure that you (or your beneficiary) receive your benefit payments without undue delay.

IMPORTANT FACTS ABOUT THE PLAN

Plan Name

The name of the Plan is the Barnes Group Inc. Consolidated Pension Plan

Plan Sponsor

The Plan Sponsor is:

Barnes Group Inc.
123 Main Street
Bristol, CT 06010

Employer Identification Number and Plan Number

The Plan Sponsor's employer identification number is 06-0247840. This number, together with the Plan number, should be used in any formal correspondence about the Plan. The Plan number is 002.

Plan Administrator

The Barnes Group Inc. Benefits Committee is the Plan Administrator. The Plan Administrator's address and telephone number is:

Barnes Group Inc. Benefits Committee
c/o Barnes Group Inc.
123 Main Street
Bristol, CT 06010
(860) 583-7070

The Benefits Committee has overall responsibility for the Plan. The Benefits Committee is responsible for the operation and management of investment funds, the operation and administration of the Plan, including matters relating to interpretation of Plan provisions, implementation of Plan administration procedures, and compliance with IRS rules and regulations. The Benefits Committee may make rules or procedures for the administration of the Plan.

Reasonable administrative expenses are paid out of the trust fund, except to the extent that the Company elects to pay part or all of them directly.

Third Party Administrator

While the Plan is administered by the Plan Administrator, most of your day-to-day questions can be answered by Barnes Group Retiree Service Center at (800) 352-8904. Customer Service Representatives are available Monday through Friday, from 8:00 a.m. to 5:00 p.m. (EST). You may also use the following address:

Barnes Group Retiree Service Center
P.O. Box 9740
Providence, RI 02940-9740

Plan Funding

The Plan's assets are held in a trust fund under the control and management of the Trustee. The Trustee's name and address is:

The Bank of New York Mellon
111 Sanders Creek Parkway
East Syracuse, New York 13057

Contributions to the Plan are actuarially determined and placed with the Trustee. Plan benefits are paid solely from the trust fund.

Maximum Benefits

Federal regulations limit the maximum amount payable from the Plan to certain employees with relatively high compensation. Information regarding this limitation may be requested from the Benefits Committee.

Special Rules for "Top Heavy" Plans

The Internal Revenue Service has issued special rules establishing minimum vesting and benefit formulas for plans which become "top heavy". In general, the Plan would become top heavy if the value of the benefits earned by certain highly compensated employees under the Plan (or any other retirement or profit sharing plan in combination with the Plan) is more than 60% of the value of benefits earned by all covered employees.

It is extremely unlikely that the Plan will ever become top heavy. If this should occur, however, you will receive complete information on any required vesting and benefit formula adjustments.

Agent for Service of Legal Process

Any legal process related to the Plan should be directed to the Plan Administrator.

Type of Plan

The Plan is considered by law to be a defined benefit plan. This means that your benefits are based on a formula.

Plan Year

The Plan and all of its records are maintained on a plan year beginning on January 1 and ending on December 31 of each year.

APPENDIX A: BARNES ENGINEERED SPRINGS UNIT OF THE PRECISION COMPONENTS DIVISION (FORMERLY THE DE-STA-CO DIVISION)

This Appendix to the Summary Plan Description ("SPD") summarizes Part B of the Barnes Group Inc. Consolidated Pension Plan (the "Plan") and is intended to be used with and considered part of your SPD.

Employees covered by Part B of the Plan are salaried employees of the Barnes Engineered Springs unit of the Precision Components division (formerly the De-Sta-Co division of Dover Resources, Inc., which was acquired by Barnes Group Inc., effective September 17, 2004) (for the purposes of this Appendix, the "Company"). The assets and liabilities of the Dover Corporation Pension Plan were transferred into the Plan and applicable provisions of such plan were merged into the Plan as "Part B" of the Plan. Salaried employees of the Barnes Precision Valve division shall participate in Part B of the Plan effective as of September 17, 2004 or their date of employment, if later. If you later become employed by a sponsor of Part A of the Plan (the portion of the Plan described in the main body of the SPD) you will receive a benefit from this Part B and a benefit from Part A based on your service under each part respectively.

YOUR RETIREMENT INCOME PLAN: SPECIAL RULES FOR ELIGIBILITY

You are considered an Eligible Employee to participate in the Plan if you have worked for the Company on a salaried basis at the Barnes Engineered Springs unit of the Precision Components division (former De-Sta-Co division).

Your participation in the Plan will begin on the first day of the month on or after the date you:

- Have attained age 21; and
- Have been credited with at least 1,000 Hours of Service for a 12-consecutive month period commencing with your first Hour of Service or have been credited with at least 1,000 Hours of Service for any Plan Year commencing after your first Hour of Service.

You are not eligible to participate in the Plan if you are:

- A non-resident alien
- Covered by a collective bargaining agreement; or
- A leased employee.

In addition, an individual who is classified by the Company as an independent contractor or who has any status other than a common-law employee, is not eligible to participate in the Plan (and service during any such period will not be counted), regardless of whether such individual is later classified as an employee of the Company by a government authority.

SERVICE

There are two types of Service under the Plan: Benefit Accrual Years of Service and Vesting Years of Service.

Benefit Accrual Years of Service

Benefit Accrual Years of Service are used for computing your benefits under the Plan. You will be eligible to receive credit for your service in the United States as a an Eligible Employee at the Barnes Engineered Springs unit of the Precision Components division (former De-Sta-Co division) of Barnes Group Inc. and any affiliated company that adopts the Plan except that the following shall be disregarded:

- Hours of Service as an Eligible Employee prior to your 21st birthday;
- Years of Service preceding at least five consecutive Breaks-in-Service, if you are not Vested and have a number of consecutive Breaks-in-Service equal to (or greater than) the number of your Years of Service preceding the Breaks-in-Service; or

Benefit Accrual Years of Service begins on the first day of the month on or following your date of employment as an eligible salaried employee and generally ends on your date of termination. Generally, you receive one Benefit Accrual Year of Service for each Plan Year you have been credited with at least 2,000 Hours of Service. If you have less than 2,000 Hours of Service in a Plan Year, you will receive credit for each 200 Hours of Service during such Plan Year.

If you are absent and are receiving Long-Term Disability benefits from the Company, you will continue to earn Benefit Accrual Years of Service during the period you receive those benefits.

The maximum number of Benefit Accrual Years of Service which shall be credited to you is 35 years.

Vesting Years of Service

A Vesting Year of Service is defined as Plan Years for which you have been credited with at least 1,000 Hours of Service. For Vesting Years of Service, all of your employment with the Company is recognized including periods during which you are not an Eligible Employee.

Vesting Years of Service excludes the following periods of employment:

- Years before the year you reach age 18; and
- periods of employment disregarded due to Break-in-Service rules.

If you are absent and are receiving Long-Term Disability benefits from the Company, you will continue to earn Vesting Years of Service during the period you receive those benefits.

Hour of Service

Generally means each hour for which you worked for this Company or a predecessor company and received pay. If your actual hours worked are not available, as a salaried employee you will be credited with 45 Hours of Service for each week or partial week of your employment. You will also receive credit for Hours of Service for certain other times. This includes time on approved sick leave while disabled due to injury or illness, while on vacation, while on military leave, and for leaves of absence for public service. In most of these situations just mentioned, you will be credited with 45 Hours of Service for each week you are not working at your regular job. In no event shall you be credited with more than 501 Hours of Service on account of any single period during which you perform no duties.

Break-in-Service

If you leave the Company, you may incur a Break-in-Service. A Break-in-Service occurs:

- In a Plan Year in which you are not credited with more than 500 Hours of Service.

Soley for purposes of determining whether there has been a Break-in-Service, you shall be credited with Hours of Service for the period during which you are on Medical or Family Leave as follows:

- You shall be credited with the number of Hours of Service you would normally be credited with but for the absence (or if your normal Hours of Service cannot be determined, eight Hours of Service for each day of the absence); or
- The total number of Hours of Service credited for the absence shall not exceed 501; or
- The Hours of Service credited for the absence shall be credited to the Plan Year in which the absence begins if you would be prevented from incurring a Break-in-Service in that Plan Year, solely because of the crediting of Hours of Service in accordance with the previous two bullets, or in any other case, the immediately following Plan Year.

If you have a Break-in-Service and are rehired, you must complete at least one Vesting Year of Service after your rehire in order to reinstate your prior Years of Vesting Service. If you leave the Company before you are vested and are later rehired, your past Vesting Years of Service and Benefit Accrual Years of Service will not count if the length of your Break-in-Service is 5 or more years. If you are rehired within 5 years of your previous termination, this rule is waived.

If you leave the Company after you are vested and are later rehired, your previous Service will count for both Benefit Accrual Years of Service and Vesting Years of Service purposes if you complete at least one Year of Vesting Service after your rehire.

VESTING – YOUR RIGHT TO A BENEFIT

You are vested in the Plan after meeting one of the following requirements:

- Completion of five Vesting Years of Service; or
- You reach age 65 while actively employed.

Vested means you will have a right to a pension benefit under the Plan. The amount of your benefit is calculated based on your Average Annual Compensation, Social Security Integration Level and Benefit Accrual Years of Service as of the determination date.

YOUR RETIREMENT DATE : DISABILITY RETIREMENT DATE

In addition to your Normal Retirement Date, Early Retirement Date, and Postponed Retirement Date, you may also receive Disability Retirement Income if you have a Disability Retirement Date.

Disability Retirement Date

If you are receiving Long-Term Disability Benefits from the Company, you will continue to earn Benefit Accrual Years of Service, Vesting Years of Service and you will be deemed to receive the same Compensation as was in effect prior to the date of your disability. You may retire any time after the date you begin to receive Long-Term Disability benefits as long as you have completed at least 5 Vesting Years of Service. If you choose to retire, you will no longer receive additional Benefit Accrual Years of Service.

YOUR RETIREMENT INCOME

Normal Retirement Income

When you retire on or after your Normal Retirement Date, you'll receive a pension benefit calculated according to a formula. The formula uses the following factors:

- Your Average Annual Compensation;
- Your Social Security Integration Level; and
- Your Benefit Accrual Years of Service.

Your Average Annual Compensation means the average of your earnings (including bonuses and overtime pay) – for the 60 consecutive complete calendar months of highest earnings – during your last 120 complete calendar months of Benefit Accrual Years of Service before your Retirement Date.

- If you transferred into the Plan from an ineligible group, your earnings prior to your participation in the Plan may be included in the calculation of your Average Annual Compensation if the Plan so provides.
- If you have less than 60 months of eligible compensation, your Average Annual Compensation is calculated by averaging your total eligible earnings over the applicable

period (generally, the number of months that you were considered an eligible employee under the Plan).

- If you terminate employment with the Company and are later rehired, your consecutive months of earnings during the last 120 months you work for the Company will disregard the period between your termination date and the date you are subsequently rehired.

While you are accruing Benefit Accrual Years of Service due to an authorized leave for Long-Term Disability, you will be deemed to continue earning pay at the same rate at which you were being paid when your disability began, for purposes of calculating your Average Annual Compensation.

Each year, the IRS limits the amount of earnings that may be taken into consideration in calculating your pension benefit under this Plan. The limit, which is subject to future adjustment and applies to earnings for that year, is $270,000 in 2017.

Your Social Security Integration Level means an amount equal to 158% of the unrounded Covered Compensation of an Employee who attained their Social Security Retirement Age in the year of determination. Covered Compensation is the 35-year average of the amount of wages subject to Social Security taxes ending in the year of determination. Social Security Retirement Age is the age at which a participant could receive unreduced Social Security benefits. The Social Security Integration Level applies to all participants retiring in a particular calendar year. At the beginning of each year, you will be notified of the Social Security Integration Level applicable for that year.

FORMULA FOR CALCULATING NORMAL RETIREMENT INCOME

Your annual Normal Retirement Income is calculated by using the following formula:

- 1.5% of your Average Annual Compensation (AAC) multiplied by the number of Benefit Accrual Years of Service

- MINUS -

- 0.50% of your AAC up to the Social Security Integration Level multiplied by the number of Benefit Accrual Years of Service

This calculation yields the amount of the annual Normal Retirement Income which will be paid to you on a Life Annuity basis for your lifetime only. The amount will be adjusted if you receive your pension benefits under any of the Optional Forms of Payment available. The Life Annuity Option and the Optional Forms of Payment. See the section below entitled “Optional Forms of Payment.”

Examples of Normal Retirement Income Benefits

The following are two examples of how Normal Retirement Income Benefits are calculated. They are based on the Social Security Integration Level applicable in 2013.

Example 1 - Cathy retires on May 1, 2013 at age 65, after 25 Benefit Accrual Years of Service with Average Annual Compensation of $80,000. The Social Security Integration Level for a person who attains their Social Security Retirement Age in 2013 is $110,120. Here is how Cathy's annual pension benefit would be calculated:

.0150 x $80,000 x 25 years	$30,000.00
MINUS	
.0050 x $80,000 x 25 years	- $10,000.00
Total Annual Pension Benefit Payable at Age 65	$20,000.00
In addition, Cathy would receive an estimated Social Security benefit of	+ $26,748.00
TOTAL ANNUAL RETIREMENT INCOME Payable at Age 65	**$46,748.00**

In the previous example, Cathy's combined pension and Social Security income equals $46,748 or 58.4% of her Average Annual Compensation.

Let's look at how Normal Retirement Income Benefits are calculated for another employee:

Example 2 - Jim retires on May 1, 2013 at age 65, after 25 Benefit Accrual Years of Service and Average Annual Compensation of $120,000. The Social Security Integration Level for a person who attains their Social Security Retirement Age in 2013 is $110,120. Here is how Jim's annual pension benefit would be estimated:

.0150 x $120,000 x 25 years	$45,000.00
MINUS	
.0050 x $110,120 x 25 years	- $13,765.00
Total Annual Pension Benefit Payable at Age 65	$31,235.00
In addition, Jim would receive an estimated Social Security benefit payable at SSNRA	+ $31,236.00
TOTAL ANNUAL RETIREMENT INCOME	**$62,471.00**

Jim's combined pension and Social Security benefits provide an annual income of $62,471 or 52.1% of his Average Annual Compensation.

These examples show the annual benefits payable to Cathy and Jim on a Life Annuity basis. If they were to receive their pension benefits under any other payment method, the benefit amounts would be adjusted.

EARLY RETIREMENT INCOME

If you terminate employment with the Company on or after having earned a vested benefit, you may retire on an Early Retirement Date if your years of Vesting Service equals or exceeds 5.

If you decide to retire early, you may choose when to begin receiving pension benefits. You may elect to receive pension benefits immediately, wait until your Normal Retirement Date, or receive pension benefits at some point between your Early and Normal Retirement Dates. However, you should be aware that early payment of pension benefits generally results in lower pension benefit amounts for two reasons. First, if you retire early, you will have less Benefit Accrual Years of Service on which to base your pension. Second, if you begin receiving benefits before age 65, your pension benefit will be reduced because you will be expected to receive payments over a longer period of time.

Your Normal Retirement Income Benefit is reduced as follows:

- 1/180 for each of the first sixty months by which your Early Retirement Date precedes your Normal Retirement Date; plus
- 1/360 for each of the next 60 months by which your Early Retirement Date precedes your Normal Retirement Date; and
- Reduced thereafter for Early Retirement Dates prior to age 55, based on the following actuarial assumptions: UP-1984 Mortality Table and an interest rate of 7.50% per year.

The following schedule shows the pro rata adjustment in the amount of your pension benefit:

Age	**Percentage of Normal Retirement Income Benefit**
pre-55	Actuarial Assumptions from retirement age to age 55
55	50.00%
56	53.33%
57	56.67%
58	60.00%
59	63.33%
60	66.67%
61	73.33%
62	80.00%
63	86.67%
64	93.33%
65+	100.0%

Proportionate adjustments are made for ages other than whole years.

DISABILITY RETIREMENT INCOME

If you are receiving Long-Term Disability benefits from the Company and have completed at least 5 Vesting Years of Service, you may elect to begin receiving Disability Retirement Income determined in the same manner as Early Retirement Income. During the period that you receive Long Term Disability benefits, your Benefit Accrual Years of Service, Vesting Years of Service and compensation continue to be recognized.

BENEFITS FROM ANOTHER BARNES GROUP INC. PENSION PLAN

If your employment status changes and you become eligible for Part B of the Plan, your benefit under this Plan will:

- Include the period of your employment before your status change; and
- Be reduced by the benefit earned under the other pension plan.

If you transfer employment to a non-eligible status, your Benefit Accrual Years of Service will stop and the benefit you earn under Part B of the Plan will not recognize compensation or service after your transfer.

OPTIONAL FORMS OF PAYMENT

In order to give you flexibility in planning your retirement, the Plan offers Optional Forms of Payment. As a participant in Part B of the Plan, you may elect to receive your benefit in the form of a Life Option Annuity or a Contingent Pensioner Option providing lifetime income to your contingent Pensioner of 100%, 75%, or 50% of your reduced pension benefit, as described in your SPD. However, any part of your benefit attributable to Part B of the Plan cannot be paid under the Level Income Option or the Combination Level Income and Contingent Pensioner Options. However, you may elect to receive the portion of your benefit attributable to Part B of the Plan in a lump sum payment.

Lump Sum Distribution Option

You may wish to consider the Lump Sum Distribution Option. Under this Option, you will be paid a single lump sum payment immediately upon your Retirement Date (Normal, Early or Late), which is calculated as the Actuarial Equivalent present value of your pension benefits at such a date.

Rehired after Retirement

If you are rehired after you have begun to receive payments or you remain in employment after your Normal Retirement Date, your benefit payments will be suspended if you:

- Work more than 40 hours per month during any calendar month.

If you are rehired after you have begun to receive payments, your benefit payments will resume on the first day of the third calendar month after the calendar month in which you work more than 40 hours.

Payments will resume at later retirement and you may make a new election of form of payments for your benefits. If payments are made for any month in which they should have been suspended, your future payments will be reduced to reflect the over payments.