

BARNES GROUP INC.

CONSOLIDATED PENSION PLAN

Amended and Restated as of 11:59:59 p.m.

December 31, 2016

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PART A

The provisions of this Part A of the Plan are applicable to all eligible employees of the Plan, except to the extent otherwise provided in Parts B-G of the Plan.

ARTICLE A-1 INTRODUCTION

A-1.1. Plan This Plan shall be known as the Barnes Group Inc. Consolidated Pension Plan (formerly known as the Barnes Group Inc. Salaried Retirement Income Plan).

A-1.2. Purpose - The exclusive purpose of this Plan is to provide periodic income after retirement, which is in addition to Social Security benefits, to eligible Participants and their Beneficiaries and to defray reasonable administrative expenses of the Plan and of the Trust Fund.

A-1.3. History - This Plan constitutes an amendment to, restatement of, and continuation of the Plan as effective October 1, 1974. The Plan was amended and restated effective as of January 1, 1999 to comply with the General Agreement on Tariffs & Trade (1994), the Uniformed Services Employment and Reemployment Rights Act of 1994, the Small Business Job Protection Act of 1996, the Taxpayer Relief Act of 1997, the Internal Revenue Service Restructuring and Reform Act of 1998, and the Community Renewal Tax Relief Act of 2000, collectively known as "GUST" legislation.

(a) Effective August 31, 1999, U.S. salaried employees of the Hyson division (currently the Hyson unit of Precision Components) became eligible for coverage under the further terms of this Plan.

(b) Effective January 1, 2001, salaried employees of the Curtis Industries division of Barnes Distribution (currently BD North America) who do not work in a field sales position became eligible for coverage under the further terms of this Plan.

(c) Due to the Barnes Group Inc.'s acquisition of KAR Products, LLC, (currently BD North America) salaried employees of this acquired company became eligible for coverage under the further terms of the Plan effective as of January 1, 2004 or their date of employment, if later.

(d) Due to the Barnes Group Inc.'s acquisition of the De-Sta-Co division of Dover Resources, Inc., a subsidiary of Dover Corporation, effective September 17, 2004, the assets and liabilities of the Dover Corporation Pension Plan attributable to salaried employees of the De-Sta-Co division of Dover Resources, Inc. were transferred into the Plan and applicable provisions of such plan were merged into the Plan. Salaried employees of the De-Sta-Co division (the Engineered Springs unit of Precision Component) participate in Part B of the Plan effective as of September 17, 2004 or their date of employment, if later, and shall look solely to the terms of Part B of the Plan to determine their benefits, rights, duties and obligations under the Plan. Part B of the Plan is intended to continue the benefits in effect prior to the acquisition and shall be so construed, as provided in Part B.

This Plan was further amended and restated as of January 1, 2005 in order to incorporate prior amendments to the Plan and to reflect the merger of the provisions of the Dover Corporation Pension Plan covering salaried employees of the De-Sta-Co division of Dover Resources, Inc. into the Plan effective September 17, 2004.

This Plan was further amended and restated as of January 1, 2011 to continue qualification of this Plan under Section 401(a) of the Code and to incorporate amendments, including amendments regarding the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA") (with technical corrections made by the Job Creation and Worker Assistance Act of 2002 ("JCWAA"), the Pension Funding Equity Act of 2004 ("PFEA"), the American Jobs Creation Act of 2004 ("AJCA"), the Pension Protection Act of 2006 ("PPA '06"), the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART Act"), and the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA")). The Plan was further amended and restated as of January 1 2016 to continue qualification of the Plan under Section 401(a) of the Code.

Effective as of 11:59:59 of December 31, 2016, the Barnes Group Inc. Hourly Employees' Pension Plan (the "Prior Hourly Plan") and the Barnes Group Inc. Pension Plan for Hourly Employees - Troy Division (the "Prior Troy Plan"), were merged with and into this Plan, in accordance with Sections 401(a), 410(b), and 414(l) of the Code, and this Plan was renamed, amended and restated effective as of such date.

Part A of the Plan contains substantive provisions that apply to all eligible employees. However, special provisions which apply solely to certain Participants are set forth in Parts B through G as follows:

Part B - Former salaried employees of the De-Sta-Co division of Dover Resources, Inc.

Part C – Employees formerly participants under the Prior Hourly Plan

Part D - Nonunion Hourly Employees of the De-Sta-Co division

Part E - Hourly Rate Employees - Bowman Products Division/Curtis Industries, Inc.)

Part F - Union Employees of Elizabethtown, Kentucky

Part G - Hourly Employees - Troy Division

To the extent provisions are not set forth in Parts B through G, see Part A.

ARTICLE A-2 DEFINITIONS

The following words and phrases when used in the Plan shall have the following meanings, unless a different meaning is plainly required by the context. In addition, the singular shall include the plural and the masculine gender shall include the feminine, unless the context clearly requires otherwise. The definitions provided hereunder shall apply to Parts A through G of the Plan except to the extent a different definition is specifically provided under Parts B through G of the Plan.

A-2.1 Accrued Benefit - shall mean the annual benefit to begin at Normal Retirement Date, determined as of any date pursuant to paragraph (a) of Section A-6.5 as if such date is the Participant's Termination Date.

A-2.2 Actuarial Equivalent - shall mean a benefit of equivalent value to the basic Retirement Benefit described in Section A-6.1, determined on the basis described in (a), (b), (c), (d), (e) or (f) below, whichever is applicable:

(a) In the case of any benefit which first becomes payable during the period commencing on January 1, 1984 and ending on February 28, 1985, an Actuarial Equivalent benefit shall be determined on the basis of an interest assumption of 5% per annum and a mortality assumption according to the 1971 TPF&C Forecast Mortality Table; with mortality set back 6 years in the case of females.

(b) In the case of any benefit, other than a lump sum benefit, which first becomes payable on or after March 1, 1985, an Actuarial Equivalent benefit shall be determined on the basis of the tables set forth in Appendices A-1 through A-12 attached at the end of the Plan. In the case of a lump sum benefit which first becomes payable on or after March 1, 1985, an Actuarial Equivalent benefit shall be determined on the basis of an interest assumption of the interest rate published by the Pension Benefit Guaranty Corporation and as in effect on January 1 or July 1, whichever is applicable, immediately preceding the date of payment (which interest rate shall reflect the Pension Benefit Guaranty Corporation's interest rate for immediate annuities if the benefit would normally be payable immediately, such as in the case of a retirement benefit, or the Pension Benefit Guaranty Corporation's interest rate or rates for deferred annuities if the benefit would normally be payable at a later date, such as in the case of a lump sum payment at termination of employment which would normally, be payable as a monthly benefit commencing at a later date if a lump sum payment were not made at the time of termination of employment).

(i) In the case of a lump sum benefit which first becomes payable on or after January 1, 2000 and prior to December 31, 2002, an Actuarial Equivalent benefit shall be determined using the following factors: (a) the table prescribed by the Secretary of the Treasury, which shall be based on the prevailing commissioners' standard table, described in Section 807(d)(5)(A) of the Code, used to determine reserves for group annuity contracts issued on the date as of which present value is being determined

(without regard to any other subparagraph of Section 807(d)(5) of the Code) and (b) the annual rate of interest on 30-year Treasury securities for the second calendar month preceding the Plan Year in which the distribution is made. If distribution of a lump sum benefit is made on or after the first day of the Plan Year beginning in 2000, but before the adoption date of this amendment and restatement, the Actuarial Equivalent of a Participant's Accrued Benefit shall be determined using the factors in this paragraph or the immediately preceding paragraph, whichever provides a greater benefit.

(c) In the case of any benefit which first becomes payable on or after December 31, 2002, an Actuarial Equivalent benefit shall be determined on the basis of the annual rate of interest on 30-year Treasury Securities for the second calendar month preceding the Plan Year in which the distribution is made and the mortality table prescribed in Rev. Rul. 2001-62 and shall be used for:

- (i) adjusting any benefit limitation under Section 415(b)(2)(B), (C), or (D) of the Code as set forth in Section A-6.8 of the Plan;
- (ii) satisfying the requirements of Section 417(e) of the Code as set forth in Section A-17.5 of the Plan; and
- (iii) for any other section of the Plan referencing the Section 417(e) mortality table.

(d) Effective as of January 1, 2008, any reference in the Plan to the interest rate and mortality table described in Rev. Rul. 2001-62 shall be construed as a reference to the interest rate and mortality table provided in accordance with Code Section 417(e)(3) for all purposes under the Plan.

(e) In the case of any benefit which first becomes payable during the period commencing on or after October 1, 2011, an Actuarial Equivalent benefit shall be determined on the basis of an interest assumption of 6% per annum and a mortality assumption according to the RP 2000 Mortality Tables for Males and Females with a weighting of 50% males and 50% females projected to 2010. Notwithstanding the foregoing, such adjustment shall, at all times, comply with Code Section 411(d)(6).

(f) Effective as of December 31, 2016, for purposes of determining the Actuarial Equivalent value for (i) a lump sum form of benefit or (ii) applying the limits under Code Section 415, such calculation shall be determined using the interest rate and mortality table prescribed in accordance with Code Section 417(e)(3), with the "lookback month" meaning the fourth full calendar month preceding the first day of the "stability period" and the "stability period" meaning the calendar year in which occurs the distribution commencement date. In effecting this paragraph (f), the Plan shall be administered in accordance with the rules under

Code Section 417(e) and Section 411(d)(6) and the regulations issued thereunder. Solely for benefits commencing during the 2017 calendar year, the "lookback month" shall mean either the second or fourth full calendar month preceding the first day of the "stability period," whichever results in the larger benefit.

A-2.3 Actuary - shall mean an "enrolled actuary", in accordance with regulations under ERISA issued by the Joint Board For The Enrollment of Actuaries, who has been selected by the Benefits Committee.

A-2.4 Affiliated Company - shall mean with respect to an Employer:

(a) any other company which is included within a "controlled group of corporations" as determined under Section 1563 of the Code without regard to subsections (a)(4) and (e)(3)(c) of said Section 1563, and

(b) any other trades or business (whether or not incorporated) which, based on principles similar to those defining a "controlled group of corporations" for purposes of (a) above, are under common control.

A-2.5 Anniversary Date - shall mean January 1 of each year subsequent to the Effective Date.

A-2.6 Beneficiary - shall mean any person designated by the Participant (which designation may be changed from time to time), in accordance with the rules established by the Benefits Committee, to receive benefits under this Plan payable upon the death of a Participant. If no such designation is in effect at the time of death of the Participant, or if no person so designated shall survive the Participant; the Beneficiary shall be the member or members in the first of the following classes then surviving: the Participant's Spouse, children, parents, brothers and sisters, and executors or administrators acting as such.

A-2.7 Benefits Committee - shall mean the committee appointed by the Board pursuant to Article A-12.

A-2.8 Board - shall mean the Board of Directors of the Company.

A-2.9 Code - shall mean the Internal Revenue Code of 1986, as amended from time to time.

A-2.10 Company - shall mean Barnes Group Inc. (formerly Associated Spring Corporation), incorporated in the State of Delaware, and any Successor Company.

A-2.11 Compensation - shall mean, subject to the limitations described below, the earnings paid to a Participant by the Employer as reported on Internal Revenue Service Form W-2 but excluding overtime pay, bonuses, severance payments made after the date of the Participant's termination of employment, director's fees, reimbursement of expenses and other additional forms of earnings including contributions made by the Employer to or under any form of employee benefit program and all amounts realized from the exercise of a non-qualified stock

option, or when restricted stock (or property) held by a Participant either becomes freely transferable or is no longer subject to a substantial risk of forfeiture; amounts realized from the sale, exchange or other disposition of a stock acquired under a qualified stock option; amounts attributable to automobile and other special allowances, tuition reimbursement; taxable moving expenses; foreign living allowance and other imputed income. Compensation shall include any amount which would be considered Compensation under this Section A-2.11 if such amount were not contributed by a Participant as a pre-tax contribution under a plan maintained by the Employer which permits pre-tax employee contributions and complies with the requirements of Section 401(k) of the Code.

Effective January 1, 2001, compensation paid or made available during the limitation year shall include any amounts that are not includible in the gross income of the Employer by reason of Section 132(f)(4) of the Code.

Effective May 30, 1989, in addition to other applicable limitations which may be set forth in the Plan and notwithstanding any other contrary provision of the Plan, Compensation taken into account under the Plan shall not exceed \$200,000, adjusted for charges in the cost of living as provided in Section 415(d) of the Code, for the purpose of calculating a Plan Participant's Accrued Benefit (including the right to any optional benefit provided under the Plan) for any Plan Year commencing after December 31, 1988. However, the Accrued Benefit determined in accordance with this provision shall not be less than the Accrued Benefit determined on May 30, 1989 without regard to the provision.

Notwithstanding the preceding sentence, the Accrued Benefit of any Plan Participant who is a highly compensated employee, within the meaning of Section 414(q) of the Code, is reduced to the extent a benefit has accrued with respect to Compensation in excess of \$200,000 during the 1989 Plan Year.

Notwithstanding any other contrary provision of the Plan, in calculating the Accrued Benefit (including the right to any optional benefit provided under the Plan) of any Plan Participant who is a highly compensated employee within the meaning of Section 414(q) of the Code, such highly compensated employee shall accrue no additional benefit under the Plan on or after May 30, 1989, to the extent that such additional benefit accrual exceeds the benefit which would otherwise accrue in accordance with the terms of the Plan as subsequently amended to comply with those qualification requirements described in income tax Regulations Section 1.401(b)-1(b)(2)(ii)(TRA'86).

This provision shall be effective until the last day by which the Plan was amended retroactively to comply with TRA '86 for its first Plan Year beginning in 1989 in order to remain qualified under the Code and shall be effective for such period if and only if the subsequent Plan amendment to comply with TRA '86 is made on or before the last day by which the Plan may be amended retroactively to comply with TRA '86 for its first Plan Year commencing in 1989 in order to remain qualified under the Code.

In addition, the benefit accrued by, any highly compensated employee, within the meaning of

Section 414(q) of the Code, shall in no event exceed the benefit accrual provided during the 1989 Plan Year with respect to such Participant under the terms of the Plan as subsequently amended to comply with the terms of TRA '86. However, such highly compensated employee's benefit shall not be less than what that Participant had accrued as of the last day of the last Plan Year beginning before January 1, 1989.

Notwithstanding any other contrary provision of the Plan, effective January 1, 1994, the maximum Compensation taken into account shall be \$150,000 as adjusted for cost of living increases in accordance with Section 415(d) of the Code only after the cumulative cost of living adjustments are equal to or exceed the next \$10,000 increment and each \$10,000 increment thereafter. The amount applicable to any 12-consecutive month period is the adjusted amount in effect as of the January 1 of the calendar year in which such period begins.

In no event will the retroactive application of this limitation cause the amount of a Participant's Accrued Benefit as of December 31, 1993 to be reduced.

In the case of a period of earnings that consists of less than 12 months, the adjusted applicable limitations shall be prorated.

For Plan Years beginning before January 1, 1989, Compensation shall be limited to \$200,000 without adjustment for any cost of living increases that may become effective for years after 1989.

Effective for Plan Years beginning after December 31, 2001, the maximum annual Compensation of each Participant taken into account in determining benefit accruals shall not exceed \$200,000. Annual Compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the determination period). For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, Compensation for any prior determination period shall be limited to \$200,000. The \$200,000 limit on annual Compensation shall be adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within the calendar year.

A-2.12 Covered Compensation - effective January 1, 1989 shall mean the covered compensation set forth in Table I of the Internal Revenue Service Ruling 71-446 as amended from time to time.

A-2.13 Credited Service - for benefit accrual and Credited Service for vesting are defined in Article A-4.

A-2.14 Early Retirement Date - effective December 11, 1989 shall mean the date ten years prior to the date of a Participant's Normal Retirement Date under the Social Security Act; provided, however, that for persons who were participants in the Plan prior to January 1, 1990, the Early Retirement Date shall mean the date the Participant attains his 55th birthday. Effective

October 1, 2000, for all persons who were Employees on or after October 11, 2000, Early Retirement Date shall mean the date the Participant attains his 55th birthday.

A-2.15 Effective Date - shall mean January 1, 1976, except that, in the case of an Affiliated or Subsidiary Company that adopts the Plan, the Effective Date shall be the date the Affiliated or Subsidiary Company designates at the time it becomes a participating Employer.

A-2.16 Employee - shall mean any person (excluding commission sales agents and Bowman field sales employees holding the following positions: customer sales representative, customer representative and service representative and such other positions as may be designated from time to time by the Benefits Committee) engaged in rendering personal services to the Employer as an employee (as so designated by the Employer on its payroll records) for earnings considered wages, except persons employed by the Company's Pioneer Division and the Aerospace Components Group. Effective August 31, 1999, U.S. salaried employees of the Hyson division shall be deemed employees under the further terms of this Plan. Effective January 1, 2001, all current salaried employees and newly hired employees designated for service exclusively to the Curtis Industries Division of Barnes Distribution who do not work in a field sales position, shall be deemed employees under the further terms of this Plan. Effective January 1, 2004, all current salaried employees and newly hired salaried employees designated for service exclusively to KAR Products, LLC shall be deemed employees under the further terms of this Plan.

Any leased employee, other than an excludable leased employee, shall be treated as an employee of an Employer or any other Affiliated Company for all purposes of the Plan, including benefit accrual; provided, however, that contributions to a qualified plan made on behalf of a leased employee by the leasing organization that are attributable to services for the Employer shall be treated as having been made by the Employer and there shall be no duplication of benefits under this Plan. A leased employee means any person who performs services for an Employer or an Affiliated Company (the recipient) (other than an employee of the recipient) pursuant to an agreement between the recipient and any other person (the leasing organization) on a substantially full-time basis for a period of at least one year, provided that such services are performed under the primary direction or control of the recipient. An excludable leased employee means any leased employee of the recipient who is covered by a money purchase pension plan maintained by the leasing organization which provides for (a) a nonintegrated employer contribution on behalf of each Participant in the plan, equal to at least ten percent of compensation, (b) full and immediate vesting, and (c) immediate participation by employees of the leasing organization (other than employees who perform substantially all of their services for the leasing organization or whose compensation from the leasing organization in each plan year during the four-year period ending with the plan year is less than \$1,000); provided; however, that leased employees do not constitute more than 20 percent of the recipient's nonhighly compensated work force. For purposes of this Section, contributions or benefits provided to a leased employee by the leasing organization that are attributable to services performed for the recipient shall be treated as provided by the recipient. For purposes of this Plan, Employee shall exclude (i) any employee whose terms of employment are the subject of a collective bargaining agreement unless that agreement provides for his participation in the Plan and (ii) any employee

who is a nonresident alien of the United States with no United States source earned income from an Employer. Any person classified as an independent contractor by an Employer shall not be treated as an Employee during any period of such classification as an independent contractor even if a court or administrative agency later determines that such individual was a common law employee for all or a portion of that period. If the Employer reclassifies a person as an Employee, he or she shall be eligible to participate in the Plan prospectively from the effective date of that reclassification only, and then only if the person otherwise satisfies the eligibility requirements of Article A-3. If a person not classified by the Employer as an eligible Employee is retroactively reclassified as such by any governmental or regulatory authority, such individual shall nonetheless be deemed to have become an Employee eligible to participate in the Plan only prospectively in the event of such reclassification (and not retroactively to the date on which the person was found to have first become an employee for any other purpose), and then only if he or she otherwise satisfies the requirements of Article A-3.

A-2.17 Employer - shall mean the Company and any Affiliated or Subsidiary Company designated by the Board as a participating Employer under the Plan, as long as such designation has become effective and continues to be in effect. The designation shall become effective only upon the acceptance of such designation and the adoption of this Plan by the Board of Directors of the participating Employer.

A-2.18 Employment - shall mean the period or periods during which an individual is an Employee after the earlier of:

(a) the Effective Date, or

(b) the date before the Effective Date on which he last was considered a new employee under the Plan as it was constituted before the Effective Date.

The employment of The Hyson division employees and the Curtis Industries employees shall be determined under the terms of any prior plan in which they may have participated prior to becoming Participants under this Plan.

A-2.19 ERISA - shall mean the Employee Retirement Income Security Act of 1974, as from time to time amended.

A-2.20 Highest Average Earnings - effective January 1, 1988, shall mean the highest average of the Participant's annualized Compensation during any five consecutive years (60 months) of his participation (or during his total employment if less than 5 years) within the 10 consecutive years (120 months) of his participation immediately preceding his Termination Date; provided; however, that:

(a) while a Participant is on an authorized leave of absence for disability which commences on or after January 1, 1995, it shall be assumed that his earnings remain at the same level of his earnings at the commencement of such authorized leave of absence, up to a maximum of 30 months, and

(b) if a Participant is Totally and Permanently Disabled it shall be assumed that his earnings remain at the same level of his earnings on the date on which he first became disabled until such Participant's Normal Retirement Date or earlier Termination Date.

(c) the Participant's consecutive years of participation shall be determined disregarding periods of severance between the date on which the Employee severed from service, as defined in Section 4.1, and the date on which he became reemployed after such severance;

It being understood that there shall be no duplication in the calculation of earnings under subparagraphs (a) and (b) above.

For the Hyson division and Curtis Industries employees, Compensation earned prior to their becoming Participants under this Plan, shall be used in the determination of their Highest Average Earnings as defined above, if needed, in order to have five consecutive years (60 months) of Compensation.

A-2.21 Insurer - shall mean any insurance selected by the Company to provide all or any portion of the benefits under this Plan.

A-2.22 Insurance Contract - shall mean any contract between the Company and the Insurer for the purpose of providing benefits under this Plan.

A-2.23 Participant - shall mean any Employee who participates in the Plan pursuant to Article A-3.

A-2.24 Plan - shall mean the Barnes Group Inc. Consolidated Pension Plan (formerly known as the Barnes Group Inc. Salaried Retirement Income Plan), comprised of Part A through Part G, as amended from time to time, and with respect to each participating Employer which adopts the Plan, with any such modifications to which the Board shall consent. Each participating Employer shall execute an instrument evidencing its adoption of this Plan and setting forth any such modifications, a copy of which shall be provided to the Board and to the Benefits Committee.

A-2.25 Plan Year - shall mean each calendar year which begins on the Effective Date of the Plan or on any subsequent Anniversary Date.

A-2.26 Qualified Joint and Survivor Annuity - shall mean an annuity for the life of a Participant with a survivor annuity for the life of the Participant's Spouse where the survivor annuity is 50% of the amount of the annuity payable during the joint lives of the Participant and Participant's Spouse and the joint and survivor annuity is at least the Actuarial Equivalent of the most valuable form of benefit under the Plan payable on his or her annuity starting date. An alternative joint and survivor annuity, substituting 75% or 100% for 50%, shall be deemed to be a Qualified Joint and Survivor Annuity for purposes of Section 8.1 of the Plan.

A-2.27 Retirement Benefits - shall mean the amount of monthly benefit for which a Participant

is eligible pursuant to Article A-5, calculated in accordance with Article A-5.

A-2.28 Spouse - shall mean the individual to whom the Participant is legally married under the laws of the State in which the marriage is entered into on the earlier of (i) the date his Retirement Benefit is to begin or (ii) his date of death.

A-2.29 Subsidiary Company - shall mean any company, other than an Affiliated Company, in which the Company shall directly or indirectly hold or control at least 20% of the capital stock. A Subsidiary Company may be either a domestic subsidiary or a foreign subsidiary.

A-2.30 Successor Company - shall mean any company which upon the dissolution, merger, consolidation, other reorganization or discontinuance of the Company shall continue the Plan.

A-2.31 Termination Date - shall mean the date on which the Participant ceases to be an Employee.

A-2.32 Total and Permanent Disability - shall mean that a Participant is eligible for and receives disability benefits under the Social Security Act for the duration of his disability after the waiting period required under the Social Security Act. All determinations of Total and Permanent Disability shall be made on a uniform and non-discriminatory basis applicable to all Participants in similar circumstances.

A-2.33 Trust Agreement - shall mean the Trust Agreement or Trust Agreements entered into between the Company and the Trustee or Trustees, as amended from time to time, to carry out the purposes of the Plan.

A-2.34 Trustee - shall mean the Trustee or Trustees appointed and acting in accordance with Article A-13.

A-2.35 Trust Fund or Fund - shall mean the cash and other investments held and administered by the Trustee and/or Insurer in accordance with the provisions of the trust Agreement and/or Insurance Contract and the Plan.

ARTICLE A-3
COMMENCEMENT OF PARTICIPATION

A-3.1 Participants on Effective Date - Each Employee participating or former Employee who participated in the Plan as in effect on the day before the Effective Date shall automatically be a Participant in this Plan as of the Effective Date.

Effective August 31, 1999, U.S. salaried employees of the Hyson division shall be considered Participants under this Plan subject to the further terms of this Plan. Effective January 1, 2001, all current salaried employees and new hires designated for service exclusively to the Curtis Industries division of Barnes Distribution who do not work in a field sales position shall be considered Participants under this Plan subject to the further terms of this Plan. Effective January 1, 2004, salaried employees of KAR Products, LLC shall be considered Participants under this Plan subject to the further terms of this Plan.

A-3.2 Other Participants - Except as provided in Section A-3.1, each Employee shall become a Participant in the Plan on the first day of his Employment, but not before the Effective Date, provided that:

- (a) he then is an Employee of a participating Employer, and is within a classification designated as covered at the time the participating Employer adopts the Plan, or at any time thereafter;
- (b) he is not then compensated on an hourly rate or commission basis or a member of a collective bargaining unit, unless the members of such unit are eligible to become Participants pursuant to a collective bargaining agreement; or
- (c) he is not classified as a Leased Employee.

An Employee who does not become a Participant by reason of paragraph (a) or (b) shall become a Participant on the date he is no longer precluded from participation if he is then an Employee.

An Employee who was initially hired by the Employer prior to January 1, 1988 after attaining age 60 will become a Participant in this Plan on January 1, 1988, with retroactive effect to the first day of the calendar month following his date of hire, provided he was an Employee on January 1, 1988.

A-3.3 Participation Freeze - Notwithstanding any provision of the Plan to the contrary, any Employee who is hired, rehired or reclassified from an ineligible to an eligible participation category under Part A of the Plan after December 31, 2012, shall not be eligible to participate in the Plan or resume participation in the Plan after such date.

ARTICLE A-4 CREDITING SERVICE

A-4.1 Service - General Rule - Effective March 1, 1985, Service shall be credited for benefit accrual and vesting purposes in accordance with the elapsed time method. Accordingly, an Employee's Credited Service for benefit accrual and his Credited Service for vesting shall in general be equal to his period of service, that is, the number of whole years and full months elapsed from the date the individual becomes a Participant in the Plan until the date the Participant severs from service as a salaried employee from a Participating Unit; provided, however, that:

(a) If the individual was employed by the Employer in a Nonparticipating Unit prior to becoming a Participant, his Credited Service for vesting only shall also include the number of whole years and full months elapsed from the date the individual was first employed by the Nonparticipating Unit until such employment ceases; and

(b) If the individual was employed as an hourly employee in a Participating Unit, his Credited Service for benefit accrual and vesting purposes shall also include the number of whole years and full months elapsed from the date the individual was first employed by the Participating Unit as an hourly employee until the date on which the individual ceased to be an hourly employee.

(c) Employees of the Hyson division shall commence receiving Credited Service for benefit accrual purposes from August 31, 1999 forward and employees of the Curtis Industries division of Barnes Distribution from January 1, 2001 forward. Credited Service for vesting purposes shall be given from their original date of employment with the Hyson division or with Curtis Industries.

(d) Due to the Barnes Group Inc.'s acquisition of KAR Products, LLC, salaried employees of this acquired company became eligible for coverage under the further terms of the Plan effective as of January 1, 2004 or their date of employment, if later. For those eligible employees identified above, Credited Service as defined in Section A-2.13 and as used for vesting purpose only, shall be credited from their original date of hire with the acquired company. Credited Service as defined in Section A-2.13, Compensation as defined in Article A-2.11 as those items are used in the determination of their retirement benefits, and for purposes of being considered Participants under this Plan in accordance with Article A-3, these items shall apply to eligible KAR Products, LLC salaried employees effective January 1, 2004 or their date of employment, if later.

(e) Due to the Barnes Group Inc.'s acquisition of the De-Sta-Co division of Dover Resources, inc., a subsidiary of Dover Corporation, effective September 17, 2004, the assets and liabilities of the, Dover Corporation Pension Plan attributable to salaried employees of the De-Sta-Co division of Dover Resources, Inc. were transferred into the Plan and applicable provisions of such plan were merged into the Plan. Salaried employees of the De-Sta-Co division shall participate in Part B of the Plan effective as of September 17, 2004 or their date of

employment, if later, and shall look solely to the terms of Part B of the Plan to determine their benefits, rights, duties and obligations under the Plan. Part B of the Plan is intended to continue the benefits in effect prior to the acquisition and shall be so construed, as provided in Part B.

For purposes of this section, the term "Nonparticipating Unit" shall mean the Globe Distribution Group, the Pioneer Division, the Barnes Aerospace Group and the Barnes Distribution Field Sales Employee organization of the Employer, and the term "Participating Unit" shall mean all other United States divisions or groups of the Employer.

The date an Employee severs from service is the earliest of (i), (ii), or (iii), where:

- (i) is the date the Employee quits, is discharged, retires or dies;
- (ii) is the first anniversary of the date the Employee is first absent from service because of a leave of absence authorized by the Employer, provided the Employee fails to return to work by the second anniversary of such date; and
- (iii) is the first anniversary of the date the Employee is absent from service for any other reason (e.g., sickness, vacation, layoff, etc.), provided that the Employee fails to perform an Hour of Service during the twelve months prior to such first anniversary date.

Notwithstanding the foregoing, the following absences shall be counted as Credited Service:

- (a) Leaves in the case of Total and Permanent Disability;
- (b) Military leave while the Employee's rights are protected under the Uniformed Services Employment and Reemployment Rights Act of 1994 and he returns to work with an Employer within the period during which he retains such reemployment rights;
- (c) In the case of art authorized leave of absence for disability which commence on or after January 1, 1995: up to 30 months while on such authorized leave; and
- (d) In the case of any other authorized leave of absence: up to 104 weeks. The Employer's leave policy shall be applied in a uniform and nondiscriminatory manner to all Employees under similar circumstances.

A-4.2 Special Rule When Employee Re-employed After Severance from Service -

(a) For purposes of computing Credited Service for benefit accrual, successive periods of service shall be aggregated. Periods of severance between the date on which the Employee severed from service, as defined above, and the date on which he became re-employed after such severance shall not be included in computing Credited Service for benefit accrual.

(b) For purposes of computing Credited Service for vesting, the following special rules apply in cases of a severance from service followed by a return to service:

- (i) If an Employee severs from service as a result of quit, discharge or retirement and then returns to service within twelve months, the period of severance is included in the Employee's Credited Service for vesting;
- (ii) If an Employee is absent from service for any reason other than quit, discharge or retirement and during the absence a quit, discharge or retirement occurs, and the Employee subsequently returns to service within twelve months of his original absence, the period between the quit discharge or retirement and the return to service is included in the Employee's Credited Service for vesting.

(c) If an Employee severs from service, and fails to perform an Hour of Service during the twelve months following the severance from service date, then the Employee shall be deemed to have a one-year Break-in-Service; provided, however, that if an Employee who severs from service after December 31, 1984 by reason of the pregnancy of the Employee, by reason of the placement of a child with the Employee in connection with the adoption of such child by the Employee, or for purposes of caring for such child for a period beginning immediately following such birth or placement, and provides satisfactory evidence to the Plan Administrator that the severance was for one of the reasons specified above, the Employee shall, effective on or after March 1, 1985, have a one-year Break-in-Service only if the Employee fails to perform an Hour of Service during the twenty-four months following severance from service. If an Employee having such a Break-in-Service is later re-employed by the Employer, the following rule shall apply:

Credited Service for vesting earned prior to his most recent severance from service date shall be counted along with any Credited Service for vesting earned after the Employee's re-employment date if:

- (i) he was entitled to any vested benefit in accordance with Section A-5.4 prior to his most recent severance from service date; or
- (ii) he was not entitled to any such Vested benefit, but the period of Credited Service for vesting prior to his most recent severance from service date, whether or not continuous, exceeds the latest period of severance during which he was not employed by the Employer; or
- (iii) he is re-employed prior to the lapse of a five-year period of severance during which he was not employed by the Employer.

If a re-employed Employee fails to meet, at least one of the tests described in (i), (ii), or (iii) above, any Credited Service for vesting earned prior to the date of his most recent severance

from service shall be disregarded.

A-4.3 Hour of Service - A Participant will receive one Hour of Service for:

(a) each hour for which the Participant is either directly or indirectly paid by the Employer, or entitled to payment, for duties performed during the Plan Year, and for reasons other than the performance of duties (paid sick leave, paid vacation time, etc.); and

(b) any additional hours as normally would have been credited to the Participant had he worked on a non-overtime basis during the following periods:

- (i) temporary layoff, due to closing of work location or reduction in personnel, up to 52 consecutive weeks;
- (ii) leave of absence as authorized by the Employer pursuant to the Employer's established leave policy, up to 104 consecutive weeks;
- (iii) military leave while the Participant's rights are protected under the Uniformed Services Employment and Reemployment Rights Act of 1994;
- (iv) periods of Total and Permanent Disability;
- (v) periods during which the Participant was compensated on an hourly rate basis prior to becoming a Participant, provided that any such periods qualify as service as described in Sections A-4.1 and A-4.2.

(c) each other hour for which back pay is either awarded or agreed to by the Employer, irrespective of mitigation of damages. Hours of Service shall be credited to the Participant for the calendar year(s):

- (i) in which the duties are performed or payments are due;
- (ii) in which payments would have been due during a covered unpaid leave of absence or layoff; or
- (iii) to which the back pay award or agreement pertains.

(d) For purposes of determining an Employee's eligibility and vesting status for periods while the employee is absent from work for reasons covered under the Family and Medical Leave Act, service will be credited in accordance with and to the extent required by the provisions of the Family and Medical Leave Act.

In no event will Hours of Service be allowed and computed in a manner less liberal than the manner described in the Department of Labor regulation 2530.200b-2. Notwithstanding the

foregoing, if a Participant does not return to Employment at the expiration of such period of absence, layoff, disability (or within such period as fixed by law in the case of military leave), he shall be considered to have terminated Employment as of such expiration date unless such failure to return to Employment results from retirement or death.

A-4.4 Transfers of Employment - Each Employee who becomes a Participant and is subsequently transferred so that he does not meet the eligibility requirements specified in Section A-3.2(a) or (b) shall be deemed to have become suspended under the Plan as long as he continues to be in the Employment of the Company, an Affiliated Company or a participating Subsidiary Company.

(a) During such period of suspension, Credited Service for vesting shall accumulate pursuant to Section A-4.1 as if he remained in Employment.

(b) The suspended Participant's eligibility for Retirement Benefit pursuant to Article A-5, and the amount pursuant to Article A-6, shall be determined when he ceases to be an Employee of the Employer to which he was transferred, which shall be deemed his severance from service date (except as provided in paragraph (c) below).

(c) If a suspended Participant is transferred back to Employment status in which he is eligible to become a Participant in this Plan, he then shall accumulate additional Credited Service for benefit accrual based on service after the date of transfer and in accordance with Section A-4.1(a).

A-4.5 Employment or Re-employment of Participants Eligible for Payment of Benefits - Effective January 1, 2016, if a Retirement Benefit has commenced to a Participant under the Plan, benefit payments shall be suspended for any month in which a Participant:

(a) works more than 120 hours in a calendar month; or

(b) after the later of (i) the Participant's attainment of age 65 or (ii) the third anniversary of benefit payment commencement under the Plan, the Participant works more than 40 hours in a calendar month after working more than 40 hours in any three previous calendar months during that calendar year.

If benefit payments have been suspended pursuant to this Section A-4.5, benefit payments shall resume commencing with the first month during which the Participant completes 40 or fewer Hours of Service. The following rules shall apply to any such suspension or resumption of benefit payments.

(a) For the purpose of this Section A-4.5, Hours of Service shall be determined pursuant to Section A-4.3(a).

(b) In the event a Participant who has had his benefits payments suspended pursuant to this Section A-4.5 should complete 40 or fewer hours of service for any calendar month

following the suspension, payment shall resume no later than the first day of the third calendar month after the month in which the Participant completed 40 or fewer Hours of Service; and the first such payment upon resumption shall include the amount due for the month in which payments resume plus any amounts due for prior calendar months during which the Participant completed 40 or fewer Hours of Service, less any amount deducted pursuant to (c) below.

(c) In the event a benefit payment is made to a Participant for a month in which the payment should have been suspended pursuant to this Section A-4.5, such payment may be deducted from any payments which are subsequently payable to the Participant (or in the event of his death, to his Spouse or Beneficiary), provided that such deduction may not exceed 25% of any subsequent payment other than the first payment due upon a resumption of payments following a suspension.

(d) If a Participant's death occurs during any period in which he is employed or reemployed and his benefit payments have been suspended pursuant to this Section A-4.5, the death benefit, if any, payable with respect to the Participant shall be determined in the same manner as applies to Employees who continue in employment, and no death benefits shall be paid under the form of payment being made prior to the suspension.

(e) In the event a suspension of benefits occurs, the amount of the monthly benefit payments payable upon resumption of payments shall be based on the Participant's total Credited Service and actual Highest Average Earnings determined upon his subsequent termination of employment or retirement.

(f) In no event shall the total benefit payable to a Participant upon resumption of payments following a suspension exceed the amount which would have been payable had his total service been a single, uninterrupted period of participation.

(g) If a Participant had a vested Retirement Benefit on his latest Break-in-Service prior to reemployment, in no event will the Retirement Benefit determined for him be less than the vested Retirement Benefit determined for him prior to such reemployment.

(h) No payment shall be suspended under this Section A-4.5 unless the Participant is notified of such suspension of retirement benefits by personal delivery or first class mail during the first calendar month in which such retirement benefits are suspended. Such notification shall contain a description of the specific reasons why benefits are being suspended, a general description of the Plan provisions relating to the suspension of payments and a copy of this provision, and a statement to the effect that applicable regulations may be found at 29 C.F.R. Section 2530.203-3. In addition, such notice shall inform the Participant that claims relating to the suspension of benefits are reviewed in accordance with Section A-12.13 of the Plan. To the extent that application of this Section A-4.5 constitutes a suspension of benefits, such suspension shall be in accordance with the Code and ERISA.

A-4.6 Continued Employment After Normal Retirement Date - Effective January 1, 1996, in the event a Participant continues employment after his Normal Retirement Date, benefits payments

shall be suspended under the rules of Section A-4.5.

A-4.7 Phased Retirement Payments - Effective January 1, 2016, in the event a Participant has commenced benefit payments under the provisions of Section A-6.6(b), benefits payments shall be suspended under the rules of Section A-4.5.

ARTICLE A-5 ELIGIBILITY FOR RETIREMENT BENEFIT

A-5.1 Normal Retirement Date - The Normal Retirement Date shall be the first day of the month coinciding with or next following the later of the Participant's 65th birthday or the fifth anniversary of the date he became an Employee, and a Participant whose Termination Date occurs during the month preceding such Normal Retirement Date shall be deemed to have retired on his Normal Retirement Date and shall be entitled to receive Retirement Benefit payments commencing on such date.

A-5.2 Postponed Retirement Date - A Participant may remain employed after attainment of his Normal Retirement Date.

(a) Subject to Sections A.4.6, A.4.7, and A-6.6, any Participant remaining employed shall not be entitled to receive payments of his Retirement Benefit until he actually retires. His Retirement Benefit shall begin on his Postponed Retirement Date, the first day of the month following the last day such Participant was employed after Normal Retirement Date, and the Participant's Retirement Benefit shall equal the monthly amount described in Article A-6 as in effect on the Participant's retirement date.

(b) If the Participant should die after his Normal Retirement Date but before retiring on a Postponed Retirement Date, any payments which would have become due a Beneficiary upon his death after retirement shall be made as if the Participant's Postponed Retirement Date had been the first day of the month coinciding with or next preceding the date of his death.

A-5.3 Early Retirement Date - Effective January 1, 1995, a Participant who has reached the Early Retirement Date and has completed ten (10) years of Credited Service for vesting and whose Termination Date is prior to his Normal Retirement Date, may retire and elect to receive benefits under the Plan beginning on the Termination Date if it is the first day of the month, or on the first day of any month following the Termination Date; provided; however, that benefits must commence no later than the first day of the month coinciding with or following his Normal Retirement Date. A Participant retiring under this Section A-5.3 shall be entitled to an Early Retirement Benefit determined pursuant to Section A-6.4(a), (b) or (c).

If a Participant who elects to defer his Early Retirement Benefit payments pursuant to Section A-6.4(a) dies before Normal Retirement Date, leaves a surviving Spouse, and has not waived the normal form of annuity described in Section A-6.2, a Spouse's benefit shall become payable as if

the Participant had become entitled to the payment of Early Retirement Benefit on the first day of the month coinciding with or next, preceding his date of death, and such date was his Early Retirement Date for purposes of Section A-6.4(b).

A-5.4 Vesting Date - A Participant whose Termination Date occurs before he is eligible to retire on a Normal or Early Retirement Date, but after he has met the vesting requirement under the Plan, shall be entitled to his deferred vested Retirement Benefit determined pursuant to Section A-6.5(a) or (b). The applicable paragraph of Section A-6.5 shall depend upon whether Retirement Benefit payments begin when the Participant reaches Normal Retirement Date or whether, upon the Participant's written request, payments begin on the first day of a month which is within 120 months of his Normal Retirement Date and at least 3 months after the date on which the Benefits Committee received such written request. The vesting requirement at Termination Date under this Plan, and the vested percentage of deferred vested Retirement Benefit, are as follows;

(a) Vesting Requirements:

- (i) Effective January 1, 1989, five or more years of Credited Service for vesting; provided; however, that a Participant whose Termination Date is on or after his Normal Retirement Date shall be deemed to have fully met the vesting requirement.
- (ii) Effective with respect to a Participant whose authorized leave of absence for disability first commences on or after January 1, 1995, the vesting requirement shall be deemed to have been fully met at the conclusion of the Participant's 30th month of such authorized leave of absence.

(b) Vesting percentage: 100% when vesting requirement has been met.

(c) Special Vesting Provisions: Notwithstanding the foregoing, effective as of April 22, 2013, each Participant whose employment with the Barnes Distribution North America Division of the Company is terminated in connection with the consummation of the transactions under the Asset Purchase Agreement between Barnes Group Inc. and MSC Industrial Direct Co., Inc. dated as of February 22, 2013 shall be deemed to have fully met the vesting requirement under the Plan as of the date of such termination of employment.

A-5.5 Phased Retirement - A Participant under Part A may commence payment of his Retirement Benefit while continuing in employment with the Employer pursuant to Section A-6.6(b). Entitlement to such payments shall be subject to Section A-4.7.

ARTICLE A-6
AMOUNT OF RETIREMENT BENEFIT AND PAYMENTS

A-6.1. (A) Basic Retirement Benefit - Subject to adjustment as provided in (B) below, the monthly basic Retirement Benefit with payments commencing on or after Normal Retirement Date under this Plan is equal to the sum of (a), (b) and (c) below where:

(a) is equal to 1/12 of:

- (i) 1.85% of the Participant's Highest Average Earnings up to Covered Compensation, multiplied by Credited Service completed prior to January 1, 2007, not in excess of 25; plus
- (ii) 2.45% of the Participant's Highest Average Earnings in excess of Covered Compensation, multiplied by Credited Service completed prior to January 1, 2007, not in excess of 25.

(b) is equal to 1/12 of:

- (i) 1.5% of the Participant's Highest Average Earnings up to Covered Compensation, multiplied by Credited Service completed after December 31, 2006, not in excess of 25 reduced by the amount of Credited Service completed prior to January 1, 2007; plus
- (ii) 2.00% of the Participant's Highest Average Earnings in excess of Covered Compensation, multiplied by Credited Service completed after December 31, 2006, not in excess of 25 reduced by the amount of Credited Service completed prior to January 1, 2007.

(c) is equal to 1/12 of .5% of the Participant's Highest Average Earnings multiplied by Credited Service completed in excess of 25.

(B) Adjustments to Basic Retirement Benefit.

- (i) The Basic Retirement Benefit shall be reduced by the monthly amount of income payable to the Participant which is attributable to Employer contributions under any defined benefit plan qualified under Section 401(a) of the Code under which the Participant receives credit for service which also constitutes Credited Service under the Plan.
- (ii) The Minimum Basic Retirement Benefit under the Plan shall be equal to the benefit that would have been received by the Participant if he had been an hourly employee since his date of hire under the qualified retirement plan applicable to hourly employees at the location at which the

Participant was employed immediately prior to his retirement or other termination of employment; provided; however, that the Minimum Basic Retirement Benefit shall be reduced pursuant to Section A-7.3 for coverage under the pre-retirement survivor annuity and provided further that any early retirement supplement for employees who have thirty or more years of credited service under any pension plan applicable to hourly employees shall be excluded from the calculation of benefits payable under said plan and the early retirement factors contained in this Plan shall be used in all calculations.

- (iii) The Basic Retirement Benefit of a Participant who retires on or after his Normal Retirement Date shall not be less than the amount that would have been payable to him if he retired on an Early Retirement Date. Any such determination shall be made in accordance with the regulations issued under Section 411 of the Code.

A-6.2. Normal Form of Payment - Retirement Benefit shall be payable in the normal form as follows:

(a) If a Participant has a Spouse on the date his Retirement Benefit is to begin, the normal form of payment shall be a Qualified Joint and Survivor Annuity option with such Spouse as the Beneficiary entitled to receive 50% of the Participant's amount of Retirement Benefit as determined under the applicable Sections of this Article A-6.

(b) If a Participant does not have a Spouse on the date his Retirement Benefit is to begin, the normal form of payment shall be a Single Life Annuity, as described in Section A-8.5(a), with no amount of Retirement Benefit payable to any individual after the Participant's death.

(c) A Participant who was covered under the Plan as it existed prior to January 1, 1976, who completes one or more Hours of Service on or after September 2, 1974, who is entitled to a benefit under the Plan, who has not commenced to receive benefits under the Plan as of August 23, 1984, and who would not otherwise be eligible for a benefit payable in the manner described in paragraph (a) above, may elect to have his benefit payable in the manner described in paragraph (a) above.

A-6.3. Normal Retirement Benefit - The Normal Retirement Benefit of a Participant shall be his basic Retirement Benefit as determined under Section A-6.1 multiplied by the applicable factors in (a) and (b) of the following:

(a) The applicable factor under this subparagraph (a) is 100% less the percentage determined under Article A-6.1 for the cost of the pre-retirement survivor annuity, if any.

(b) The applicable factor under this paragraph (b) shall be as follows:

- (i) The Actuarial Equivalent factor of the normal form of benefit for the Participant; or
- (ii) The Actuarial Equivalent factor of any optional form of Retirement Benefit described in Article A-8 which the Participant has elected to receive instead of the normal form described in Section A-6.2.

A-6.4. Early Retirement Benefit - A Participant who retires after reaching his Early Retirement Date and completing ten (10) years of Credited Service (as set forth in Section A-5.3) for vesting shall be entitled to an Early Retirement Benefit in accordance with (a), (b), or (c) of the following:

(a) If the Participant defers commencement of his Early Retirement Benefit until his Normal Retirement Date, his Retirement Benefit shall then be equal to the amount calculated under Section A-6.3 based on his participation and Highest Average Earnings up to his Termination Date.

(b) Effective January 1, 1989, if the Participant does not defer commencement of his Early Retirement Benefit to his Normal Retirement Date, his Retirement Benefit shall be equal to the amount under Section A-6.4(a) multiplied by the applicable adjustment percentage set forth in Appendix A-1 hereto.

(c) Effective October 1, 2000, if the Participant does not defer commencement of his Early Retirement Benefit to his Normal Retirement Date, his Retirement Benefit shall be equal to the amount under Section A-6.4(a) multiplied by the applicable adjustment percentage set forth in Appendix A-2 hereto.

A-6.5. Vested Termination Retirement Benefit - A Participant who reaches a vesting date as determined under Section A-5.4 before his Termination Date and prior to his Early Retirement Date shall be entitled to a deferred vested Retirement Benefit determined in accordance with (a) or (b) as follows:

(a) If the Participant does not make written request for his vested termination Retirement Benefit to begin before his Normal Retirement Date, it shall then be equal to the sum of (i) and (ii) as described below:

- (i) The sum of (1) through (3) below multiplied by the ratio of the Participant's Credited Service earned as of December 31, 2006 to the Participant's Credited Service projected to his Normal Retirement Date:
 - (1) 1.85% of the Participant's Highest Average Earnings up to Covered Compensation, multiplied by Credited Service projected to the Participant's Normal Retirement Date, not in excess of 25; plus

- (2) 2.45% of the Participant's Highest Average Earnings in excess of Covered Compensation, multiplied by Credited Service projected to the Participant's Normal Retirement Date, not in excess of 25; plus
 - (3) .5% of the Participant's Highest Average Earnings, multiplied by Credited Service projected to the Participant's Normal Retirement Date in excess of 25;
- (ii) The sum of (1) through (3) below multiplied by the ratio of the Participant's Credited Service earned after December 31, 2006 to the Participant's total Credited Service projected to his Normal Retirement Date excluding periods prior to January 1, 2007:
 - (1) 1.5% of the Participant's Highest Average Earnings up to Covered Compensation, multiplied by Credited Service projected to the Participant's Normal Retirement Date, not in excess of 25; plus
 - (2) 2.0% of the Participant's Highest Average Earnings in excess of Covered Compensation, multiplied by Credited Service projected to the Participant's Normal Retirement Date, not in excess of 25; plus
 - (3) .5% of the Participant's Highest Average Earnings, multiplied by Credited Service projected to the Participant's Normal Retirement Date in excess of 25.

(b) If the Participant makes written request for vested termination Retirement Benefit to begin before his Normal Retirement Date as provided in Section A-5.4, his deferred Retirement Benefit shall be equal to the amount calculated under Section A-6.5(a) multiplied by the applicable adjustment percentage set forth in Appendix A-3 hereto.

A-6.6. Postponed Retirement Benefit - Subject to the suspension of benefit rules set forth in Section A-4.5 -

(a) Each Participant whose employment with the Employer continues after his Normal Retirement Date will receive a Postponed Retirement Benefit commencing on the first day of the month immediately following the calendar month in which his employment ceases by reason other than death. The annual amount of Postponed Retirement Benefit payable to such Participant will be equal to the amount described in Sections A-6.2 and A-6.3, determined as of his Postponed Retirement Date.

(b) Notwithstanding the provisions of Section A.6.6(a), each Participant whose employment with the Employer continues after his attainment of age 62 and completion of ten (10) years of Credited Service for vesting shall be entitled to elect to commence receiving an in-

service Retirement Benefit in accordance with Sections A-6.2 and A-6.3, with the amount of benefit payment calculated under Section A-6.3 based on the Participant's Credited Service and Highest Average Earnings up to the last day of the month in which the Participant makes the election to begin such in-service benefit payment; provided, that the Participant is regularly scheduled by the Employer to work 120 hours or less in a calendar month. Payments shall begin as of the first day of the month following the day the Participant makes an election to commence in-service payments pursuant to this Section A-6.6(b). Upon such Participant's subsequent termination of employment with the Employer, the annual amount of Retirement Benefit shall include the Participant's total Credited Service and actual Highest Average Earnings determined upon his termination of employment; provided, that in no event will the Retirement Benefit determined for such Participant be less than the vested Retirement Benefit determined for him at the time of his earlier in-service commencement of benefit payments.

A-6.7. Workers' Compensation Adjustment - The amount of Retirement Benefit determined in accordance with any preceding Section of this Article A-6 shall be reduced (unless prohibited by law) to take into account the value of any Workers' Compensation (including compromise or redemption settlements) payable to a Participant by reason of any law of the United States, or any political subdivision thereof, which has been or shall be enacted, provided that such deductions shall be to the extent that such Workers' Compensation has been provided by premiums, assessments, taxes or other payments paid by or at the expense of the Employer, except that no deduction shall be made for Workers' Compensation payments specifically allocated for hospitalization or medical expense, fixed statutory payments for loss of any bodily member or 100% loss of use of any bodily member or payments for loss of industrial vision.

Any adjustment pursuant to this Section A-6.7 shall be made in a uniform and non-discriminatory manner with respect to persons in similar circumstances.

A-6.8. Maximum Annual Benefit - Effective January 1, 1995, for purposes of this Article, the following terms have the following meanings:

(a) An "affiliated employer" means any corporation or business, other than an Employer which would be aggregated with an Employer for a relevant purpose under Section 414 of the Code as modified by Section 415(h) of the Code.

(b) A Participant's "annual retirement benefit" means the amount of retirement benefit attributable to Employer contributions which is payable to him annually under the Plan multiplied by the factors prescribed in the following paragraph if such benefit is to be paid in a manner other than to the Participant for his life only or as a qualified joint and survivor annuity as described in Section 417 of the Code. A Participant's "aggregate annual retirement benefit" includes his "annual retirement benefit" and his annual retirement benefit, if any, under any and all other defined benefit plans (whether or not terminated) maintained by an Employer or any "affiliated employer".

For purposes of determining a Participant's "annual retirement benefit", payable in a manner other than to the Participant for his life only or as a qualified joint and survivor annuity the

following factors shall be used: (i) the table prescribed by the Secretary of the Treasury, which shall be based on the prevailing commissioners' standard table, described in Section 807(d)(5)(A) of the Code, used to determine reserves for group annuity contracts issued on the date as of which present value is being determined (without regard to any other subparagraph of Section 807(d)(5) of the Code) and (ii) the annual rate of interest on 30-year Treasury securities for the second calendar month preceding the Plan Year in which the distribution is made.

(c) The "limitation year" means the calendar year.

(d) "Defined benefit plan" and "defined contribution plan" have the meanings given such terms in Section 415(k) of the Code.

The "aggregate annual retirement benefit" accrued or payable to a Participant may not at any time within any "limitation year" exceed the limitations contained in Section 415(b) of the Code. The maximum limitations will be determined in accordance with Section 415 of the Code and the regulations thereunder.

If the Participant's "aggregate annual retirement benefit" exceeds the limitations specified in this Article, the reduction in the amount of his "annual retirement benefit" shall be equal to the amount by which his "aggregate annual retirement benefit" exceeds the limitations of this Article multiplied by a fraction, the numerator of which is his "annual retirement benefit" (determined without regard to this Article) and the denominator of which is his "aggregate annual retirement benefit" (determined without regard to the limitations of this Article or any corresponding limitation in any other defined benefit plan maintained by an Employer or any affiliated employer).

Maximum Retirement Benefit Limitation for Plan Years Beginning January 1, 2008. Effective for Plan Years beginning on or after January 1, 2008 (and, effective in certain parts for Plan Years beginning on or after January 1, 2004, as specified below):

(a) The maximum annual retirement pension benefit under the Plan payable to a Participant shall not exceed the lesser of:

- (i) \$160,000, as adjusted effective as of January 1st of each calendar year for increases in the cost-of-living, if any, in accordance with regulations or other pronouncements issued by the Secretary of the Treasury or Commissioner of Internal Revenue, for such calendar year, under the authority granted by Section 415(d) of the Code; and
- (ii) One hundred percent (100%) of the Participant's average annual Compensation for the three (3) consecutive calendar years during which the Participant received the greatest aggregate Compensation from the Organization and during which the employee was a Participant in the Plan. (This limitation shall also apply to benefits commencing on a Participant's Early Retirement Date or deferred retirement date). In the case of a

Participant who is rehired by the Organization after a termination, the Participant's high three-year average Compensation shall be calculated by excluding all years for which the Participant performs no services for and receives no compensation from the Organization (the break period) and by treating the years immediately preceding and following the break period as consecutive. A Participant's Compensation for a year of participation shall not include Compensation in excess of the limitation under Section 401(a)(17) of the Code that is in effect for the calendar year in which such year of participation begins.

(b) In the event that the annual retirement pension payable to a Participant under this Plan and all other defined benefit plans of the Organization does not exceed \$10,000 for the Plan Year or any prior Plan Year, and the Organization had not at any time maintained a separate defined contribution plan in which the Participant participated, the limitation otherwise imposed by this Section shall not apply.

(c) If the Participant has fewer than 10 Years of participation in the Plan, the defined benefit dollar limitation set forth in Subsection (a)(i) above shall be multiplied by a fraction, (i) the numerator of which is the number of Years (or part thereof but not less than one) of Participation in the Plan and (ii) the denominator of which is 10. In the event that a Participant has less than ten (10) Years of Service, the limitations referred to in the foregoing Subsection (a)(ii) and (b) shall be multiplied by a fraction, the numerator of which is the Participant's number of Years of Service (or part thereof) and the denominator of which is ten (10).

(d) Except as provided below, where a benefit is payable in a form other than a straight life annuity, the benefit shall be adjusted to an actuarially equivalent straight life annuity that begins at the same time as such other form of benefit and is payable on the first day of each month, before applying the limitations of this Section. For a Participant who has or will have distributions commencing at more than one Annuity Starting Date, the annual straight life annuity shall be determined as of each such Annuity Starting Date (and shall satisfy the limitations of this Section as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other Annuity Starting Dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to Income Tax Regulation Section 1.401(a)-20, Q&A 10(d), and with regard to Income Tax Regulation Section 1.415(b)-1(b)(1)(iii)(B) and (C).

No actuarial adjustment to the benefit shall be made for (i) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (ii) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, pre-retirement incidental death benefits, and postretirement medical benefits); or (iii) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Section 417(e)(3) of the Code and would otherwise satisfy the limitations of this Section, and the Plan provides that the amount payable under the form of benefit in any Plan Year shall not

exceed the limits of this Section applicable at the Annuity Starting Date, as increased in subsequent years pursuant to Section 415(d) of the Code. For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the annual straight life annuity shall take into account Social Security supplements described in Section 411(a)(9) of the Code and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant to Income Tax Regulation Section 1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to employee contributions or rollover contributions, if any.

Effective for distributions in Plan Years beginning on and after January 1, 2004, the determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with Section A-6.8(d)(i) or Section A-6.8(d)(ii).

- (i) **Benefit Forms Not Subject to Section 417(e) of the Code:** If a Participant's benefit is payable in a form of payment not subject to Section 417(e) of the Code, the defined benefit dollar limit and the defined benefit compensation limits described in (a)(i) and (a)(ii) shall be adjusted to reflect the form of payment using whichever of the following produces the greater annual amount: (I) the interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and (II) a 5 percent interest rate assumption and the Applicable Mortality Table as defined in Section A-6.8(h)(ii) for that Annuity Starting Date.
- (ii) **Benefit Forms Subject to Section 417(e) of the Code:** If a Participant's benefit is payable in a form of payment subject to Section 417(e) of the Code, the defined benefit dollar limit and the defined benefit compensation limits described in (a)(i) and (a)(ii) shall be adjusted to reflect the form of payment using whichever of the following produces the greater annual amount: (I) the interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; (II) a 5.5 percent interest rate assumption and the Applicable Mortality Table as defined in Section A-6.8(h)(ii) for that Annuity Starting Date; and (III) 105% of the actuarial equivalent value based on the Applicable Interest Rate as defined in Section A-6.8(h)(i) and the Applicable Mortality Table as defined in Section A-6.8(h)(ii) for that Annuity Starting Date.

If the Annuity Starting Date of the Participant's form of benefit is during a Plan Year beginning in 2004 or 2005, the provisions of Subsection (d)(ii)(III) above shall not apply.

(e) If a Participant's annual retirement begins before the Participant attains age 62, the defined benefit dollar limitation set forth in Subsection (a)(i) (adjusted under Section A-6.8(c) for years of participation less than 10, if required) shall be adjusted to reflect the Participant's age as of his benefit commencement date with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate and the mortality table (or other tabular factor) specified in the Plan; or (2) a 5 percent interest rate assumption and the Applicable Mortality Table as defined in Section A-6.8(h)(ii).

(f) If a Participant's annual retirement begins after the Participant attains age 65, the defined benefit dollar limitation set forth in Subsection (a)(i) (adjusted under Section A-6.8(c) for years of participation less than 10, if required) shall be adjusted to reflect the Participant's age as of his benefit commencement date with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate and the mortality table (or other tabular factor) specified in the Plan; or (2) a 5 percent interest rate assumption and the Applicable Mortality Table as defined in Section A-6.8(h)(ii).

(g) Notwithstanding the other requirements in paragraph (e) and (f) above, no adjustment shall be made to the defined benefit dollar limitation set forth in Subsection (a)(i) to reflect the probability of a Participant's death between the Annuity Starting Date and age 62, or between age 65 and the Annuity Starting Date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the Annuity Starting Date. To the extent benefits are forfeited upon death before the Annuity Starting Date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified pre-retirement survivor annuity, as defined in Section 417(c) of the Code, upon the Participant's death.

(h) The following definitions shall apply for purposes of this Section A-6.8:

- (i) "Applicable Interest Rate" for a Participant whose Annuity Starting Date occurs on or after January 1, 2008, shall mean the rate of interest determined under Section 417(e)(3) of the Code as modified in other applicable guidance (including without limitation Revenue Ruling 2007-67) for the second month preceding the Plan Year in which such Annuity Starting Date occurs; provided, that effective December 31, 2016, such rate shall be determined for the fourth month preceding the calendar year in which such Annuity Start Date occurs; provided further that for the 2017 calendar year, November 2016 or September 2016 shall be the applicable month, whichever results in the larger benefit.
- (ii) "Applicable Mortality Table" is the table described in Revenue Ruling 2001-62.
- (iii) "Plan Year" shall mean, for the purposes of Section 415 of the Code, the Plan Year.

- (iv) All defined benefit plans (whether or not terminated) of the Organization are to be treated as one defined benefit plan and all defined contribution plans (whether or not terminated) of the Organization are to be treated as one defined contribution plan.
- (v) "Organization" includes all employers required to be treated as one employer under Sections 414(b) and (c) of the Code (as modified by Section 415(h) of the Code) and Sections 414(m) and (o) of the Code.
- (vi) "Compensation" shall have the meaning set forth in Income Tax Regulation Section 1.415(c)-2(b), exclusive of amounts listed in Income Tax Regulation Section 1.415(c)-2(c). Compensation for this purpose includes all income recognized as a result of an election under Section 83(b) of the Code. Compensation for this purpose shall not include any amounts which are not included in a Participant's gross income for federal tax purposes, provided, however, that effective for Plan Years beginning on and after January 1, 1998, Compensation shall include elective deferrals under Section 402(g)(3) of the Code and salary deferrals under Section 125 of the Code. Effective for Plan Years beginning on and after January 1, 2001, Compensation shall also include elective amounts that are not includible in the gross income of the Participant by reason of Section 132(f)(4) of the Code. Effective for Plan Years beginning on and after January 1, 2008, "Compensation" includes amounts paid after termination to the extent permitted under Income Tax Regulation Sections 1.415(c)-2(e)(2), 1.415(c)-2(e)(3)(i), 1.415(c)-2(e)(3)(ii), and 1.415(c)-2(e)(3)(iii)(A).

(i) Notwithstanding any other provision of this Plan, this Section A-6.8 shall be construed in a manner which is consistent with Section 415 of the Code (which is hereby incorporated herein) and the rulings and regulations issued thereunder.

(j) The application of the provisions of this Section shall not cause the maximum annual retirement pension for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of the Organization or a predecessor employer as of the end of the last Plan Year beginning before January 1, 2008 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007, satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Section 415 of the Code in effect as of the end of the last Plan Year beginning before January 1, 2008, as described in Income Tax Regulation Section 1.415(a)-1(g)(4).

A-6.9. Voluntary Lump Sum Window - In addition to the benefits provided under this Section A-6 of the Plan, a Participant who is a Window Retiree, as defined in Appendix A-13 to this Part A, shall be entitled to the Window Retirement Benefit described in Appendix A-13.

ARTICLE A-7
PRE-RETIREMENT SURVIVOR ANNUITY

A-7.1. Eligibility - The surviving Qualified Spouse of a Participant who (i) is an Employee at any time after August 23, 1984, (ii) has a vested benefit under the Plan, and (iii) dies prior to commencement of benefit payments shall receive a Pre-retirement Survivor Annuity Benefit described in Section A-7.2 unless the Participant waives those benefits pursuant to Section A-7.3 (if applicable).

(a) The surviving Qualified Spouse of a Participant who (i) terminated employment under the Plan after December 31, 1975 and prior to August 23, 1984, (ii) had a vested benefit under the Plan, and (iii) dies prior to his retirement date (and on or after August 23, 1984) shall receive Pre-retirement Survivor Annuity Benefits described in Section A-7.2 if the Participant elects in writing to accept Pre-retirement Survivor Annuity Benefits. Qualified Participants received notice of their right to make this election during September, 1985.

(b) The term Qualified Spouse as used herein shall mean a Spouse who is married to the Participant throughout the one-year period ending on the date of the Participant's death.

A-7.2. Pre-retirement Survivor Annuity Benefit - The amount of the Pre-retirement Survivor Annuity Benefit payable pursuant to Section A-7.1 shall equal the amount of payments that would have been made to a Spouse under the Qualified Joint and Survivor Annuity option if:

(a) in the case of an eligible Participant who dies after attaining retirement age under the Plan, the Participant had retired with an immediate Qualified Joint and Survivor Annuity option on the day before his death; or

(b) in the case of an eligible Participant who dies on or before the earliest retirement age under the Plan, the Participant had (a) separated from service on the date of death, (b) survived to the earliest retirement age, (c) retired with an immediate Qualified Joint and Survivor Annuity option at the earliest retirement age, and (d) died on the day after the day on which he would have attained the earliest retirement age.

If an eligible Participant dies before attaining age 55, payment shall commence on the first day of the month which is 55 years after his date of birth. If an eligible Participant dies after attaining age 55, payments shall commence on the first day of the month following his death. Payments shall continue during the Spouse's lifetime.

In the event that, as a result of a Qualified Domestic Relations Order, more than one individual is to be treated as the Spouse of a Participant for the purpose of this pre-retirement survivor annuity, the total amount that will be paid as a pre-retirement survivor annuity to such individuals will not exceed the amount payable if there were only one Spouse. In such situation, the amount payable to each individual shall be paid for life to such individual.

A-7.3. Pre-Retirement Survivor Annuity Coverage Prior to January 1, 1994 - The terms of this

Section A-7.3 shall apply to all active employees prior to January 1, 1994.

(a) Cost. For each month and part thereof that the pre-retirement survivor annuity coverage is in effect after a Participant has terminated employment a reduction will be made in the Participant's basic Retirement Benefit as follows:

- (i) 1/60 of 1% (or .2% per year) for each full or partial month of coverage for the months ending prior to the Participant's 45th birthday; and
- (ii) 1/24 of 1% (or .5% per year) for each full or partial month of coverage for the months ending after the Participant's 45th birthday.

(b) Waiver of Coverage. An eligible Participant who was an Employee on or after August 23, 1984, and has terminated employment prior to January 1, 1994, may waive the pre-retirement survivor annuity; provided, however, that if the Participant is married to a Spouse who can be located, any such waiver shall become effective only if the Participant's Spouse consents in writing to the waiver, acknowledges the effect of such waiver, and said waiver is witnessed by a notary public, the Plan Administrator or representative designated by the Plan Administrator. Any such waiver may be revoked upon written notice to the Plan Administrator or his representative and shall be effective on the first day of the calendar month following his receipt of such notice.

(c) Written Explanation. The Plan Administrator shall provide each Participant eligible to waive coverage under the pre-retirement survivor annuity with a written explanation of such coverage, including its terms and conditions, the Participant's right to waive the coverage and to revoke any such waiver, the effect of a waiver or a revocation of a waiver, and the rights of the Participant's Spouse relating to a waiver of coverage. The written explanation shall be provided as soon as practical after an eligible Participant's Termination Date.

A-7.4. Pre-retirement Survivor Annuity On and After January 1, 1994 - Effective January 1, 1994, the cost of the pre-retirement survivor annuity for all active Employees on and after January 1, 1994 shall be fully paid by the Company.

A-7.5. No Duplication of Death Benefit Coverage - In the event a benefit is payable under the pre-retirement survivor annuity, no other death benefit shall be payable under the Plan except for the Special Surviving Spouse Benefit as set forth in Section A-7.6 of the Plan.

A-7.6. Special Surviving Spouse Benefit -

- (a) The surviving Qualified Spouse of a Participant who:
 - (i) dies prior to January 1, 1994; and
 - (ii) dies while actively employed by the Company or while disabled and receiving short term disability or long term disability benefits; and

- (iii) is age 50 or older; and
 - (iv) has ten or more years of service with the Company; and
 - (v) has been married for at least one year immediately prior to his death shall receive a Special Surviving Spouse Benefit.
- (b) The amount of such Special Surviving Spouse Benefit shall be calculated as follows:
- (i) if the Employee dies before reaching his Normal Retirement Date, the benefit shall be fifty percent (50%) of the monthly pension benefit that the Employee would have received had he continued to be employed by the Company to his Normal Retirement Date, at the same rate of pay, and retired on his Normal Retirement Date; or
 - (ii) If the Employee works past his Normal Retirement Date and then dies, the benefit shall be fifty percent (50%) of the monthly pension that the Employee had earned up to the date of his death.

The surviving Qualified Spouse shall receive the Special Surviving Spouse Benefit in monthly benefits from the Plan commencing on the first day of the calendar month following the Employee's death. The surviving Qualified Spouse shall continue to receive monthly benefits for life, unless he or she remarries after the Employee's death. If the surviving Qualified Spouse remarries, the monthly benefits shall cease and the surviving Qualified Spouse shall receive, as a final payment, a lump sum benefit equal to twenty-four (24) monthly payments.

The Special Surviving Spouse Benefit is in addition to the Pre-retirement Survivor Annuity Benefit provided under Section A-7.2 of the Plan.

A-7.7. Death While on Military Leave - Effective January 1, 2007, solely for purposes of Article A-7 of this Plan (and not for purposes of benefit accruals), if a Participant dies on or after January 1, 2007, while on military leave under Section A-17.11 and before his benefit commencement date, the Participant will be treated as if he was reemployed by the Company on the date immediately preceding his death and terminated employment on the date of death.

ARTICLE A-8
NORMAL AND OPTIONAL PAYMENT FORMS OF RETIREMENT BENEFIT

A-8.1. Waiver of Normal Form of Benefit Payment - In lieu of receiving his Retirement Benefit in the normal form as set forth in Section A-6.2, (a) a Participant may elect to waive the normal form of payment provided that the Spouse consents in writing to the election, acknowledges the effect of such election, and said election is witnessed by a notary public, the Benefits Committee, or representative of the Benefits Committee, and (b) concurrently with such election; may elect an optional form of benefit provided for by the Plan. Any election under this Section A-8.1 must be made within the 90-day period ending on the benefit commencement date, and any such election may be revoked within said period.

Notwithstanding the foregoing, a Participant's benefit commencement date may occur fewer than 30 days after the above explanation is provided if the Company clearly informs the Participant:

(a) of his right to consider his form of payment election for a period of at least 30 days following his receipt of the above explanation;

(b) the Participant, after receiving the explanation, affirmatively elects an early benefit commencement date, with his Spouse's written consent, if necessary;

(c) the Participant's benefit commencement date occurs after the date the explanation is provided to him;

(d) the election period described in Section A-8.2 does not end until the later of his benefit commencement date or the expiration of the seven-day period beginning the day after the date the explanation is provided to him; and

(e) actual payment of the Participant's retirement benefit does not begin to the Participant before such revocation period ends.

Notwithstanding any other provision of this Section, the Company may provide the written explanation described in this Section to a Participant after the Participant's benefit commencement date has occurred provided that the election period described in Section A-8.2 shall not end until 30 days after the date the explanation is provided to the Participant. A Participant may waive the additional 30 day election period if the Company informs the Participant of his election rights as provided in (a) above and (i) after receiving the explanation, the Participant affirmatively waives the additional 30 day election period, (ii) the Participant may revoke his form of payment election and/or his waiver of the 30-day election period at any time prior to the expiration of the seven-day period beginning the day after the date the explanation is provided to the Participant, and (iii) actual payment of the Participant's retirement benefit does not begin before such revocation period ends.

A-8.2. Notice to Participants - No fewer than 30 days and no more than 90 days prior to the earliest benefit commencement date, a notice shall be mailed to the Participant at his last known

address which explains the terms and conditions of the Qualified Joint and Survivor Annuity option, the Participant's right to make, and the effect of the waiver described in A-8.1, the rights of the Spouse with respect to said election and the right to make, and the effect of a revocation of any such election. Such notification shall also include a general description of material features and an explanation of the relative values of the optional forms of payment available under the Plan in a manner that would satisfy the notice requirements of Code Section 417(a)(3) and Treas. Reg. Section 1.417(a)(3)-1.

A-8.3. Payment of Retirement Benefit to Participant - A Participant's Retirement Benefit will be payable monthly with each payment equivalent to 1/12th of the annual amount. The first of such monthly payments will be made at the Participant's retirement date, with subsequent monthly payments being made at the first of each month thereafter until the Participant's death occurs. Unless the Participant elects otherwise, the payment of Retirement Benefit shall commence not later than the 60th day after the latest of the close of the Plan Year in which:

- (a) the Participant attains the earlier of age 65,
- (b) the tenth anniversary of the year in which the Participant commenced participation in the Plan occurs, or
- (c) the Participant terminates his service with the Employer.

A-8.4. Temporary Non-Payment of Retirement Benefit - If a Participant fails to submit any information necessary to process his benefit payments before the due date for his first Retirement Benefit payment, the Benefits Committee shall not authorize payment of such Retirement Benefit, until the Participant furnishes such information.

A-8.5. Optional Forms of Payment - The forms of benefit payment available to each Participant shall be the Actuarial Equivalent of his basic Retirement Benefit on a Single Life Annuity basis, adjusted for the actual cost of death benefit coverage, if any, the Participant may have had under Section A-7.3. The optional forms of payment available, in lieu of the normal forms set forth in Section A-6.2 and subject to the waiver requirements set forth in Section A-8.1, are as follows:

(a) Single Life Annuity - under which Retirement Benefit payments are made to the Participant during his lifetime, with no further payments from the Plan on his behalf after his death. When applied to the Basic Retirement Benefit, the Actuarial Equivalent factor for the Single Life Annuity shall be 100%.

(b) Contingent Annuity of 25%, 33 1/3%, 50%, 66 2/3%, 75%, or 100%, under which reduced Retirement benefit payments are made to the Participant during lifetime, based on Actuarial Equivalent factors set forth in Appendices A-6 to A-11, with payments from the Plan on his death equal to 25%, 33 1/3%, 50%, 66 2/3%, 75%, or 100% of the payments previously payable to the Participant to be continued to and for the lifetime of a person whom he designated as his Beneficiary.

- (i) If a Participant elects a Contingent Annuity option in (b) above and he or his designated Beneficiary dies before it commences, his Beneficiary election shall be revoked automatically and there shall be no further payments from the Plan on his behalf after his death.
- (ii) If the Participant elects a Contingent Annuity option in (b) above and benefit payments under this option commence, his Retirement Benefit payments thereafter shall not be changed by reason of the death of his Beneficiary during his own lifetime.

Effective January 1, 2007, the foregoing percentages shall be limited to 25%, 50%, 75% and 100%.

(c) 120 Months Certain and Life Option. Available only with respect to Normal, Postponed or Early Retirement Benefit payments, under which reduced Retirement Benefit payments are made to the Participant during his lifetime, based on Actuarial Equivalent factors set forth in Appendix A-4, with the provision that if the Participant's death occurs before he has received 120 monthly payments the value of the remaining number of such payments shall be paid to the person he designated as his Beneficiary.

(d) Level Income Option. Available only with respect to Early Retirement Benefit payments, under which amounts payable to the Participant calculated under Section A-6.4(b), beginning before the earliest date on which he first could elect to receive old-age benefits under the Social Security Act, are increased until such date and decreased during his lifetime thereafter. The amount of increase and decrease, when considered together with the Participant's expected old-age Social Security payments at the earliest date on which he could begin to receive such payments, shall result, insofar as is practicable, in a level total income during his lifetime. Applicable factors are set forth in Appendix A-5. Notwithstanding the foregoing, payments shall be determined in accordance with Code Section 417(e).

(e) Level Income and the Contingent Annuity Option. Available only with respect to Early Retirement Benefit payments, under which a combination of the two options may be elected both to equalize Retirement Benefit payments and also to provide protection to the person designated as the Beneficiary. By electing this option, the Participant would receive an increased amount prior to the date he could elect to receive old-age benefits under the Social Security Act, and a decreased amount during his lifetime thereafter. The amount continued to the Beneficiary, if applicable, would be 25%, 33 1/3%, 50%, 66 2/3%, 75% or 100% of the Participant's Early Retirement Benefit as initially determined under Section A-6.4(b) and as actuarially reduced in accordance with actuarial factors as set forth in Section A-8.5(b) and Section A-8.5(d). Effective January 1, 2007, the foregoing percentages shall be limited to 25%, 50%, 75% and 100%. Notwithstanding the provisions of this Section, payments shall be determined in accordance with Code Section 417(e).

A-8.6. General Limitation - Anything in this Plan to the contrary notwithstanding, no method of

distribution shall be made under a normal or optional payment form of Retirement Benefit which would result in the Actuarial Equivalent of a Beneficiary's interest exceeding 50% of the Actuarial Equivalent of the Participant's own interest on a Single Life Annuity basis, both equivalents being determined as of the Participant's Normal Retirement Date or the earlier date on which he becomes entitled to first payment of his Retirement Benefit. This limitation shall not apply where the Beneficiary is the Participant's Spouse.

Further, a Participant's "required beginning date" means the April 1 following the calendar year in which occurs the later of the Participant's (i) attainment of age 70-1/2 or (ii) the date the Participant retires; provided, however, that clause (ii) shall not apply to a Participant who is a five percent owner, as defined in Section 416(I) of the Code, with respect to the Plan Year ending with or within the calendar year in which the Participant attains age 70-1/2. The "required beginning date" of a Participant who is a five percent owner hereunder shall not be predetermined if the Participant ceases to be a five percent owner with respect to any subsequent Plan Year.

With respect to distributions under the Plan made in calendar years beginning on or after January 1, 2002, the Plan will apply the minimum distribution requirements of section 401 (a)(9) of the Code in accordance with the regulations under Section 401(a)(9) of the Code that were proposed on January 17, 2001, notwithstanding any provision of the Plan to the contrary. This provision shall continue in effect until the end of the last calendar year beginning before the effective date of final regulations under Section 401(a)(9) of the Code or such other date as may be specified in guidance published by the Internal Revenue Service.

With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2003, all distributions from the Plan shall be made in accordance with Code Section 401(a)(9), including the incidental death benefit rule of Code Section 401(a)(9)(G), the regulations promulgated thereunder, including Treas. Reg. Sections 1.401(a)(9)-2 through 1.401(a)(9)-9, and Rev. Proc. 2002-29, as applicable. Benefits under the Plan shall be distributed to a Participant (i) not later than the required beginning date (as defined above) or (ii) beginning not later than the required beginning date, over the life of a Participant or over the lives of the Participant and his Beneficiary (or over a period not extending beyond the life expectancy of the Participant or the life expectancy of the Participant and his Beneficiary). If the Participant dies before his benefits under the Plan have been distributed, then his benefits shall be distributed in accordance with Code Section 401(a)(9)(B). The provisions of this Section shall override any distribution options under the Plan that are inconsistent with Code Section 401(a)(9).

ARTICLE A-9 DIRECT ROLLOVERS

A-9.1. Direct Rollovers of Eligible Rollover Distributions - This Section applies to Eligible Rollover Distributions made on or after January 1, 1993.

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Participant's election under this Section, a Participant may elect, at the time and in the manner prescribed by the Benefits Committee, to have a portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover, except as otherwise provided by the Employer's administrative procedures as permitted by regulations.

For purposes of this Section, the definition of Participant includes an Employee or former Employee, the Employee's designated Beneficiary, the Employee's or former Employee's surviving Spouse, and the Employee's or former Employee's Spouse who is an alternate payee under a Qualified Domestic Relations Order.

Notwithstanding anything in the Plan to the contrary, effective January 1, 2010, a Beneficiary who is not a Participant may elect to have the benefits payable to him under the Plan rolled over to an inherited individual retirement account or annuity described in Code Section 402(c)(8)(B)(i) or Code Section 402(c)(8)(B)(ii), provided such account or annuity (i) is established for the purpose of receiving the distribution on behalf of an individual who is a designated beneficiary (as defined in Code section 401(a)(9)(E)) and (ii) is treated as an inherited individual retirement account or individual retirement annuity (within the meaning of Code section 408(d)(3)(C)).

In addition, a Participant's election of a Direct Rollover shall be subject to the following requirements:

(a) If the Participant elects to have only a portion of an Eligible Rollover Distribution paid to an Eligible Retirement Plan in a Direct Rollover, that portion must be equal to at least \$500.

(b) If the entire amount of a Participant's Eligible Rollover Distribution is \$500 or less, the distribution may not be divided. Instead, the entire amount must either be paid to the Participant or to an Eligible Retirement Plan in a Direct Rollover.

(c) A Participant may not elect a Direct Rollover if the Participant's Eligible Rollover Distributions during a year are reasonably expected by the Benefits Committee to total less than \$200.

For purposes of this Section, the definition of Direct Rollover, Eligible Retirement Plan and Eligible Rollover Distribution shall mean the following:

(i) Direct Rollover shall mean a payment by the Plan to the Eligible

Retirement Plan specified by the Participant.

- (ii) Eligible Retirement Plan shall mean an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 403(a) of the Code, or a trust described in Section 401(a) of the Code that accepts the Participant's Eligible Rollover Distribution. Effective for distributions made after December 31, 2001, Eligible Retirement Plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such a plan from this Plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code. However, in the case of an Eligible Rollover Distribution to the surviving Spouse prior to January 1, 2002, an Eligible Retirement Plan is an individual retirement account or an individual retirement annuity. Effective for distributions made after December 31, 2007, an Eligible Retirement Plan shall also include a Roth individual retirement account described in Code Section 408A.
- (iii) Eligible Rollover Distribution shall mean any distribution of all or any portion of the present Value of the Participant's Accrued Benefit except that an Eligible Rollover Distribution does not include any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income.

ARTICLE A-10
OPERATION OF THE PLAN

A-10.1. Administrator - The Administrator of the Plan shall be appointed by the Chairman of the Benefits Committee.

A-10.2. Named Fiduciaries - The named fiduciaries, who shall have authority to control and manage the operation and administration of the Plan, are as follows:

 (a) the Board, which shall have the sole right to appoint and remove from office the members of the Benefits Committee, and the Trustee and to terminate the Plan;

 (b) the Benefits Committee, which shall have the authority to amend the Plan as well as the duties specified in Article A-12 hereof;

 (c) the Trustee, which shall have the authority and duties specified in the Plan and Trust Agreement; and

 (d) the Insurer, which shall be considered a fiduciary only with respect to the investment and reinvestment of the assets of the Plan which are invested in one or more of the separate accounts under the Insurance Contract.

A-10.3. Actions of Fiduciaries - Any fiduciary with respect to the Plan:

 (a) may serve in more than one fiduciary capacity with respect to the Plan;

 (b) may employ one or more persons to render advice with regard to or carry out any responsibility that such fiduciary has under the Plan; and

 (c) may rely upon any direction, information, or action of any other fiduciary, acting within the scope of its responsibilities under the Plan, as being proper under the Plan to the extent permitted by law.

A-10.4. Procedures for Plan Operation -

 (a) The adoption, amendment and termination of the Plan and appointment of certain fiduciaries to carry out the operation and administration of the Plan shall be the responsibility of the Company. The procedures for amending and terminating the Plan and for appointing such fiduciaries are set forth in Articles A-12 through A-16.

 (b) The responsibilities of the Benefits Committee, the Trustee and the Insurer for the operation and administration of the Plan are allocated among them by virtue of the several Articles of this Plan, the Trust Agreement and the Insurance Contract wherein their respective duties are specified.

 (c) Each fiduciary shall have only the authority and duties as are specifically given to

it under this Plan, and shall be responsible for the proper exercise of its own authority and duties, and shall not be responsible for any act or failure to act of any other fiduciary, except as otherwise provided by law.

(d) The basis upon which payments are to be made to the Plan and from the Plan are set forth in Articles A-3 through A-8.

A-10.5. Funding Policy - The Plan's funding policy is to make contributions (a) at least sufficient to satisfy the minimum funding standards of ERISA and (b) not in excess of the amount currently deductible in computing the Company's federal income tax.

A-10.6. Funding Limitations - In addition to the other requirements in the Plan, the following limitations shall apply to benefits under the Plan. This Section A-10.6 shall be interpreted and applied consistent with Code Section 436 and any guidance issued thereunder.

(a) Plan Amendments Increasing Liability for Benefits. An amendment to the Plan which would have the effect of increasing the Plan's liabilities by increasing benefits, establishing new benefits, changing the rate of benefit accrual or changing a vesting formula, may not take effect during any Plan Year in which the Plan's Adjusted Funding Target Attainment Percentage for such Plan Year:

- (i) is less than eighty percent (80%); or
- (ii) would be less than eighty percent (80%) taking into account such amendment.

The preceding sentence shall cease to apply with respect to any Plan Year, effective as of the first day of such Plan Year (or if later, the effective date of the amendment), upon payment by the Company of a contribution (in addition to any minimum required contribution under Code Section 430) equal to: (A) in the case of clause (i), the amount of the increase in the funding target (as defined in Code Section 430) of the Plan for the Plan Year attributable to the amendment, or (B) in the case of clause (ii), the amount sufficient to result in an Adjusted Funding Target Attainment Percentage of eighty percent (80%) or more. Notwithstanding the foregoing, an amendment providing for an increase in benefits may take effect in a Plan Year regardless of the Adjusted Funding Target Attainment Percentage for such Plan Year if (A) the increase in benefits is determined independent of compensation, and (B) the rate of such increase does not exceed the contemporaneous rate of increase in average wages of all Participants subject to the amendment.

Notwithstanding the foregoing, any Plan amendments restricted under this Section A-10.6 will not automatically take effect upon the date on which such amendments are no longer restricted, but will resume only upon the adoption of an additional Plan amendment that otherwise meets the requirements of this Section A-10.6.

(b) Future Benefit Accruals. In any case in which the Plan's Adjusted Funding Target Attainment Percentage for a Plan Year is less than sixty percent (60%), benefit accruals under the Plan shall cease as of the Code Section 436 Measurement Date and the Plan may not be amended in a manner that would increase liabilities of the Plan by reason of an increase in benefits or establishment of new benefits. The preceding sentence shall cease to apply with respect to any Plan Year, effective as of the first day of such Plan Year, upon payment by the Company of a contribution (in addition to any minimum required contributions under Code Section 430) equal to the amount sufficient to result in an Adjusted Funding Target Attainment Percentage of sixty percent (60%) or more. Notwithstanding the foregoing, benefit accruals will not automatically resume upon the date on which benefit accruals are no longer restricted, but will resume only upon adoption of a Plan amendment that otherwise meets the requirements of this Section A-10.6.

(c) Unpredictable Contingent Event Benefits. An Unpredictable Contingent Event Benefit to which a Participant would otherwise be entitled during any Plan Year shall not be provided after the occurrence of the Unpredictable Contingent Event to such Participant if the Adjusted Funding Target Attainment Percentage for such Plan Year:

- (i) is less than sixty percent (60%); or
- (ii) would be less than sixty percent (60%) taking into account the event for which such benefit is payable.

The preceding sentence shall cease to apply with respect to any Plan Year, effective as of the first day of such Plan Year, upon payment by the Company of a contribution (in addition to any minimum required contributions under Code Section 430) equal to: (A) in the case of clause (i), the amount of the increase in the funding target of the Plan (under Code Section 430) for the Plan Year attributable to the event for which such benefit is payable, or (B) in the case of clause (ii), the amount sufficient to result in an Adjusted Funding Target Attainment Percentage of sixty percent (60%) or more. In such case, the Unpredictable Contingent Event Benefits become automatically payable retroactive to the period such benefits would have been payable.

Notwithstanding the foregoing, after the Plan Year in which the Unpredictable Contingent Event occurs without automatic restoration under the preceding sentence, any payments restricted under this Section A-10.6(c) will not automatically resume upon the date on which such payments are no longer restricted, but will resume only upon adoption of a Plan amendment that otherwise meets the requirements of this Section A-10.6.

(d) Accelerated Benefit Distributions.

- (i) In any case in which the Plan's Adjusted Funding Target Attainment Percentage for a Plan Year is less than sixty percent (60%), the Plan may not pay any Prohibited Payment after the Code Section 436 Measurement Date for the Plan Year.

- (ii) During any period in which the Company is a debtor in a case under Title 11 of the United States Code, or similar Federal or State law, the Plan shall not pay any Prohibited Payment. The preceding sentence shall not apply on or after the date on which the enrolled actuary of the Plan certifies that the Adjusted Funding Target Attainment Percentage of such Plan (determined by not taking into account any adjustment of segment rates under Code Section 430(h)(2)(C)(iv)) is not less than one-hundred percent (100%).
- (iii) In any case in which the Plan's Adjusted Funding Target Attainment Percentage for a Plan Year is sixty percent (60%) or greater but less than eighty percent (80%), the Plan shall not pay any Prohibited Payment with an benefit commencement date on or after the applicable Code Section 436 Measurement Date to the extent the amount of the payment exceeds the lesser of: (A) fifty percent (50%) of the present value (determined in accordance with Code Section 417(e)(3)) of the payment which could be made without regard to this Section A-10.6, or (B) the present value (determined under guidance prescribed by the Pension Benefit Guaranty Corporation, using the interest and mortality assumptions under Code Section 417(e)) of the maximum guarantee with respect to the Participant under ERISA Section 4022). In addition to the foregoing restriction as to payment amount, only one Prohibited Payment meeting the requirements of this paragraph may be made with respect to any Participant (including, for this purpose, any beneficiary on the Participant's behalf or alternate payee as defined in Code Section 414(p)) during any period of consecutive Plan Years to which the limitations under this paragraph or paragraphs (b) or (c) above applies.
- (iv) An Participant or Beneficiary who elects an optional form of payment under the Plan that is not available as of the Participant's benefit commencement date due to the application of Section A-10.6(d)(iii), will have the option either (A) to defer payment to a later date (to the extent permitted under the Plan), or (B) to bifurcate the benefit into restricted and unrestricted portions. If the Participant elects to bifurcate payment of the benefit, with respect to the unrestricted portion, the Participant may select any optional form of benefit then available under the Plan and, with respect to the restricted portion, the Participant may select any optional form of benefit then available under the Plan that is not a Prohibited Payment. For purposes of this paragraph, the "unrestricted portion" of the benefit is the lesser of (A) fifty percent (50%) of the benefit; or (B) the portion of the benefit that has a present value (determined in accordance with Code Section 417(e)(3)) equal to the Pension Benefit Guaranty Corporation guarantee amount described in Treas. Reg. §1.436-1(d)(3)(iii)(C).

- (v) Notwithstanding the foregoing, the form of a Participant's benefit that had commenced while the restriction under this Section A-10.6 applied will not be adjusted to another form of payment on or after the date on which such payments are no longer restricted.

(e) If the Plan becomes subject to any of the limitations described in this Section A-10.6, a written notice that satisfies the requirements of ERISA Section 101(j) shall be provided to all Participants and Beneficiaries within thirty (30) days after the date the Plan becomes subject to any such funding limitation.

(f) For purposes of this Section A-10.6, the following definitions shall apply:

- (i) The term "Adjusted Funding Target Attainment Percentage" means the funding target attainment percentage which is determined under Code Section 436(j)(1) by increasing each of the amounts under Code Sections 430(d)(2)(A) and (B) by the aggregate amount of purchases of annuities for employees other than highly compensated employees which were made by the Plan during the preceding two Plan Years, and in accordance with the rules of Treas. Reg. §1.436-1.
- (ii) The term "Unpredictable Contingent Event Benefit" means any benefit payable solely by reason of: (A) a plant shutdown (or similar event, as determined by the Secretary of the Treasury); or (B) an event other than the attainment of any age, performance of any service, receipt or derivation of any compensation, or occurrence of death or disability.
- (iii) The term "Funding Target Attainment Percentage" for a Plan Year is the ratio, expressed as a percentage, which (A) the value of Plan assets for the Plan Year (as reduced under Code Section 436(f)(4)(B)) bears to (B) the funding target of the Plan for the Plan Year (determined without regard to Code Section 436(i)(1)), and in accordance with the rules of Treas. Reg. §1.436-1.
- (iv) The term "Prohibited Payment" means: (A) any payment, in excess of the monthly amount paid under a single life annuity (plus any social security supplements described in the last sentence of Code Section 411(a)(9)) to a Participant or Beneficiary whose benefit commencement date occurs during any period that a limitation under Sections A-10.6(d)(i), (ii) or (iii) is in effect; (B) any payment for the purchase of an irrevocable commitment from an insurer to pay benefits, and (C) any other payment specified in Treasury Regulations. Such term shall not include the payment of a benefit which, under Code Section 411(a)(11), may be immediately distributed without the consent of the Participant.

- (v) The term "Code Section 436 Measurement Date" means the date that is used to determine when the limitations of Code Section 436(d) and 436(e) apply or cease to apply and for calculations with respect to applying the limitations under Code Section 436, as defined in accordance with Treas. Reg. §1.436-1(j)(8).

(g) For purposes of this Section A-10.6, for periods prior to certification by the Plan's enrolled actuary during which a presumption under Code Section 436(h) and Treas. Reg. §1.436-1(h)(1), (2), or (3) (the "Presumptions") apply, the limitations applicable under Code Section 436 and Treas. Reg. §1.436-1(b), (c), (d) and (e) are applied to the Plan as if the Adjusted Funding Target Attainment Percentage were the presumed Adjusted Funding Target Attainment Percentage determined under the Presumptions, as applicable, updated to take into account certain Unpredictable Contingent Event Benefits and Plan amendments in accordance with Code Section 436 and Treas. Reg. §1.436-1(g). If no Presumptions apply to the Plan during a period and the Plan's enrolled actuary has not yet issued the certification of the Plan's actual Adjusted Funding Target Attainment Percentage for the Plan Year, the Plan is not permitted to limit Prohibited Payments under Section 3.5(d) or the accrual of benefits under Section 3.5(b) based on an expectation that those sections will apply to the Plan once an actuarial certification is issued.

(h) Special Rules –

- (i) Rules of Operation for Periods Prior to and After Certification of Plan's Adjusted Funding Target Attainment Percentage.

- (A) In General. Code Section 436(h) and Section 1.436-1(h) of the Treasury Regulations set forth a series of presumptions that apply (1) before the Plan's enrolled actuary issues a certification of the Plan's Adjusted Funding Target Attainment percentage for the Plan Year and (2) if the Plan's enrolled actuary does not issue a certification of the Plan's Adjusted Funding Target Attainment percentage for the Plan Year before the first day of the 10th month of the Plan Year (or if the Plan's enrolled actuary issues a range certification for the Plan Year pursuant to Section 1.436-1(h)(4)(ii) of the Treasury Regulations but does not issue a certification of the specific Adjusted Funding Target Attainment percentage for the Plan by the last day of the Plan Year). For any period during which a presumption under Code Section 436(h) and Section 1.436-1(h) of the Treasury Regulations applies to the Plan, the limitations under this Section A-9.6 are applied to the Plan as if the Adjusted Funding Target Attainment Percentage for the Plan Year were the presumed Adjusted Funding Target Attainment Percentage determined under the rules of Code Section 436(h) and Section 1.436-1(h)(1), (2), or (3) of the Treasury Regulations.

These presumptions are set forth in Section A-9.6(h)(i)(B) through (D) below.

- (B) Presumption of Continued Underfunding Beginning First Day of Plan Year. If a limitation under this Section A-9.6 applied to the Plan on the last day of the preceding Plan Year, then, commencing on the first day of the current Plan Year and continuing until the Plan's enrolled actuary issues a certification of the Adjusted Funding Target Attainment percentage for the Plan for the current Plan Year, or, if earlier, the date Section A-9.6(h)(i)(C) or A-9.6(h)(i)(D) applies to the Plan:
- (1) The Adjusted Funding Target Attainment Percentage of the Plan for the current Plan Year is presumed to be the Adjusted Funding Target Attainment Percentage in effect on the last day of the preceding Plan Year; and
 - (2) The first day of the current Plan Year is a Code Section 436 Measurement Date.
- (C) Presumption of Underfunding Beginning First Day of 4th Month. If the Plan's enrolled actuary has not issued a certification of the Adjusted Funding Target Attainment percentage for the Plan Year before the first day of the 4th month of the Plan Year and the Plan's Adjusted Funding Target Attainment Percentage for the preceding Plan Year was either at least 60 percent but less than 70 percent or at least 80 percent but less than 90 percent, or is described in Section 1.436-1(h)(2)(ii) of the Treasury Regulations, then, commencing on the first day of the 4th month of the current Plan Year and continuing until the Plan's enrolled actuary issues a certification of the Adjusted Funding Target Attainment Percentage for the Plan for the current Plan Year, or, if earlier, the date Section A-9.6(h)(i)(D) applies to the Plan:
- (1) The Adjusted Funding Target Attainment Percentage of the Plan for the current Plan Year is presumed to be the Plan's Adjusted Funding Target Attainment Percentage for the preceding Plan Year reduced by 10 percentage points; and
 - (2) The first day of the 4th month of the current Plan Year is a Code Section 436 Measurement Date.
- (D) Presumption of Underfunding On and After First Day of 10th Month. If the Plan's enrolled actuary has not issued a certification

of the Adjusted Funding Target Attainment percentage for the Plan Year before the first day of the 10th month of the Plan Year (or if the Plan's enrolled actuary has issued a range certification for the Plan Year pursuant to Section 1.436-1(h)(4)(ii) of the Treasury Regulations but has not issued a certification of the specific Adjusted Funding Target Attainment percentage for the Plan by the last day of the Plan Year), then, commencing on the first day of the 10th month of the current Plan Year and continuing through the end of the Plan Year:

- (1) The Adjusted Funding Target Attainment percentage of the Plan for the current Plan Year is presumed to be less than 60 percent; and
- (2) The first day of the 10th month of the current Plan Year is a Code Section 436 Measurement Date.

(ii) New Plans, Plan Termination, Certain Frozen Plans, and Other Special Rules.

- (A) First 5 Plan Years. The Code Section 436 limitations do not apply to a new Plan for the first 5 Plan Years of the Plan, determined under the rules of Code Section 436(i) and Section 1.436-1(a)(3)(i) of the Treasury Regulations.
- (B) Plan Termination. The limitations on prohibited payments do not apply to prohibited payments that are made to carry out the termination of the Plan in accordance with applicable law. Any other limitations under this section of the Plan do not cease to apply as a result of termination of the Plan.
- (C) Exception to Limitations on Prohibited Payments Under Certain Frozen Plans. The limitations on prohibited payments do not apply for a Plan Year if the terms of the Plan, as in effect for the period beginning on September 1, 2005, and continuing through the end of the Plan Year, provide for no benefit accruals with respect to any Participants. This Section shall cease to apply as of the date any benefits accrue under the Plan or the date on which a Plan amendment that increases benefits takes effect.
- (D) Special Rules Relating to Unpredictable Contingent Event Benefits and Plan Amendments Increasing Benefit Liability. During any period in which the Plan's enrolled actuary has not yet issued a certification of the Plan's Adjusted Funding Target Attainment

Percentage for the Plan Year, the limitations under Code Section 436(b)(1) and Code Section 436(c)(1) shall be based on the inclusive presumed Adjusted Funding Target Attainment Percentage for the Plan, calculated in accordance with the rules of Section 1.436-1(g)(2)(iii) of the Treasury Regulations.

(iii) Special Rules Under PRA 2010.

- (A) Payments Under Social Security Leveling Options. For purposes of determining whether the limitations under Code Section 436(d)(1) and 436(d)(3) apply to payments under a social security leveling option, within the meaning of Code Section 436(j)(3)(C)(i), the Adjusted Funding Target Attainment Percentage for a Plan Year shall be determined in accordance with the "Special Rule for Certain Years" under Code Section 436(j)(3) and any Treasury Regulations or other published guidance thereunder issued by the Internal Revenue Service.
- (B) Limitation on Benefit Accruals. For purposes of determining whether the accrual limitation under Code Section 436(e)(1) applies to the Plan, the Adjusted Funding Target Attainment Percentage for a Plan Year shall be determined in accordance with the "Special Rule for Certain Years" under Code Section 436(j)(3) (except as provided under section 203(b) of the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010, if applicable).

A-10.7. Assets in Fund - Except as otherwise permitted under the Plan, all assets of the Plan shall be held by the Trustee and/or Insurer who upon acceptance of such office shall have exclusive authority and discretion to manage and control the assets of the Plan subject to the terms of the Plan and Trust Agreement Or Insurance Contract.

ARTICLE A-11 CONTRIBUTIONS

A-11.1. No Contributions by Participants - No Participants shall be required or permitted to make a contribution under the Plan.

A-11.2. Employer Contributions - All contributions to provide benefits under the Plan shall be made by the Employer from time to time, any forfeiture of the interest of any Participant in the Fund being applied to reduce the amount of Employer contributions. In making contributions, the Employer may rely upon actuarial estimates made or obtained by the Benefits Committee of the amounts which would accomplish the purposes of the Plan. All Employer contributions to the Plan are expressly conditioned upon deductibility under Section 404 of the Code and upon qualification under Section 401(a) of the Code.

A-11.3. Return of Contributions to Employer - The Plan is created for the exclusive benefit of Participants and their Beneficiaries. Except as provided in paragraphs (a) and (b) below, at no time prior to the satisfaction of all liabilities under the Plan with respect to Participants and their Beneficiaries shall any contributions to the Plan by an Employer or any assets of the Fund ever revert to or be used by such Employer.

(a) In the case of a contribution that is made by an Employer by a mistake of fact, such Employer may direct the return to it of such contribution within one year after the payment of the contribution.

(b) If any contribution is not deductible or if the Plan is not tax qualified, then such contribution shall, upon direction of the Benefits Committee, which shall be given in conformity with the provisions of ERISA, be returned without liability to any person within one (1) year after such contribution is made to the Plan, or if later, within one (1) year after any disallowance of deduction.

ARTICLE A-12
PLAN ADMINISTRATION AND THE BENEFITS COMMITTEE

A-12.1. Appointment and Removal of Benefits Committee - The administration of the Plan shall be vested in a Benefits Committee of persons who shall be appointed by the Board. The Board shall also appoint from among the Benefits Committee members a chairman. A person appointed a member of the Benefits Committee shall signify his acceptance in writing. The Board may remove or replace any member of the Benefits Committee at any time in its sole discretion, and any Benefits Committee member may resign by delivering his written resignation to the Board, which resignation shall become effective upon its delivery or at any later date specified therein. If at any time there shall be a vacancy in the membership of the Benefits Committee, the remaining member or members of the Benefits Committee shall continue to act until such vacancy is filled by action of the Board.

A-12.2. Officers of Benefits Committee - The Benefits Committee shall appoint as secretary a person who may be, but need not be, a member of the Benefits Committee or a Participant in the Plan.

A-12.3. Action by Benefits Committee - The Benefits Committee shall hold meetings upon such notice at such place or places, and at such times as its members may from time to time determine. A majority of its members at the time in office shall constitute a quorum for the transaction of business. All action taken by the Benefits Committee at any meeting shall be by vote of the majority of its members present at such meeting, except that the Benefits Committee also may act without a meeting by a consent signed by a majority of its members. Any member of the Benefits Committee who is a Participant in the Plan shall not vote on any questions relating exclusively to him.

A-12.4. Rules and Regulations - Subject to the terms of the Plan, the Benefits Committee may from time to time accept actuarial tables and adopt such by-laws, rules and regulations, and procedures as it shall deem appropriate for the administration of the Plan and for the conduct and transaction of its business and affairs.

A-12.5. Powers - The Benefits Committee shall have such powers, authority, and discretion as may be necessary to discharge its duties under the Plan, including the power:

(a) to interpret and construe the Plan and all other Plan-related documents, to decide all questions arising out of or in connection with the provisions of the Plan and its administration including, without limitation, the power and discretion to resolve ambiguities, to determine relevant facts, and to rectify errors and supply omissions. The Benefits Committee's determination of all questions arising under the Plan shall be conclusive upon all Participants, the Board, the Company, the Trustee, and other interested parties;

(b) to prescribe procedures to be followed by Participants and Beneficiaries filing applications for benefits;

- (c) to prepare and distribute to Participants information explaining the plan;
- (d) to appoint or employ individuals to assist in the administration of the Plan and any other agents it deems advisable, including legal, accounting and actuarial counsel;
- (e) to instruct the Trustee or Insurer to make benefit payments pursuant to the Plan;
- (f) to review the investment policy of the Trustee and/or Insurer from time to time;
- (g) to direct the Trustee, if any, to use the Funds held, or such part thereof as it may designate, to purchase annuity contracts from any insurance company approved by the Board;
- (h) to require from the Trustee and/or insurer written accountings, and such other information as the Benefits Committee may request from time to time, in accordance with the Trust Agreement and/or Insurance Contract;
- (i) to receive and review periodic accountings of the Trustee and/or Insurer;
- (j) to request reports and information from the Trustee and/or Insurer;
- (k) to determine from time to time the allocation of contributions under the Plan as between the Trustee and Insurer, and to direct the transfer of assets between Trust and Insurer;
- (l) to direct that the insurer transfer insurance reserves between separate investment accounts and amounts invested as part of general investment accounts and to consult with any such Insurer on investment policies;
- (m) to engage an independent investment manager or managers and such other professional advisors or advice as it may deem necessary or desirable;
- (n) to receive and review the periodic valuation of the Plan made by the Actuary;
- (o) to receive and review reports of disbursements from the Fund made by the Trustee or insurer;
- (p) to receive and review the periodic audit of the Plan made by a Certified Public Accountant;
- (q) to allocate or delegate fiduciary responsibilities (other than Trustee responsibilities) among the members of the Benefits Committee or to other parties; and
- (r) to amend the plan.

A-12.6. Expenses - The reasonable expenses incident to the administration and operation of the Plan, including premiums for termination insurance payable to the Pension Benefit Guaranty Corporation, fees for professional services and the costs of such other technical or

clerical assistance as may be required, shall be paid out of the Fund, to the extent not paid for by the Employer.

A-12.7. Information from Participants - Each Participant shall be required to furnish to the Benefits Committee, in the form prescribed by it, such personal data, affidavits, authorizations to obtain information, and other information as such Committee may deem appropriate for the proper administration of the Plan.

A-12.8. Records - The Benefits Committee shall keep accurate records and minutes of its proceedings and actions. It shall prepare, or cause to be prepared, such periodic reports to the U.S. Labor Department, the Internal Revenue Service, the Participants, and the Pension Benefit Guaranty Corporation as maybe required pursuant to ERISA. The Benefits Committee shall prepare annually a report with respect to its operations for the preceding year and shall deliver a copy thereof to the Board.

A-12.9. Authority to Act - The Benefits Committee may authorize one or more of its members, officers, or agents to sign on its behalf any of its instructions, directions, notifications, or communications to the Trustee or the Insurer, and the Trustee or the Insurer may conclusively rely thereon and the information contained therein.

A-12.10. Compensation and Expenses - Unless payment by the Company is authorized by the Board, a member or officer of the Benefits Committee shall not be compensated for his service, but shall be reimbursed for reasonable expenses incident to the performance of such service.

A-12.11. Indemnity - The Benefits Committee and the individual members thereof shall be indemnified by the Company against any and all liabilities arising by reason of any act or failure to act made in good faith pursuant to the provisions of the Plan, including expenses reasonably incurred in the defense of any claim relating thereto.

A-12.12. Clerical Error - If any fact pertaining to eligibility for or amounts of benefits payable under the Plan to a Participant or other payee has been misstated, or in the event of clerical error, the benefits will be adjusted on the basis of the correct facts in a manner precluding individual selection.

A-12.13. Claims Procedures -

(a) General. Any Participant, contingent annuitant or beneficiary under the Plan ("Claimant") who believes that he or she is entitled to receive a benefit under the Plan, including one greater than that initially determined by the Benefits Committee or its delegate, may file a claim in writing with the Benefits Committee or its designated representative.

(b) Review of Claims. The Benefits Committee or its delegate shall, within ninety (90) days of the receipt of a claim, either allow or deny the claim in writing, subject to extension as described below in paragraph A-12.13(g).

(c) Notice of Claim Denial. A denial of a claim shall be written in a manner calculated to be understood by the Claimant and shall include:

- (i) the specific reason or reasons for the denial;
- (ii) specific references to pertinent Plan provisions on which the denial is based;
- (iii) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary; and
- (iv) an explanation of the Plan's claims review procedures.

(d) Access to information and Documents. After denial of a claim, a Claimant 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:

- (i) were relied on in making the determination;
- (ii) were submitted, considered or generated in the course of making the determination; or
- (iii) demonstrate compliance with the Plan's administrative processes or safeguards.

(e) Appeal of Claim Denial. A Claimant (or his or her duly authorized representative) whose claim is denied may within sixty (60) days after receipt of denial of the claim:

- (i) submit a written request for review to the Benefits Committee;
- (ii) review pertinent documents; and
- (iii) submit issues and comments in writing.

(f) Review of Appeal of Claim Denial. The Benefits Committee or its delegate shall notify the Claimant of its decision on review within sixty (60) days of receipt of a request for review. The decision on review shall be written in a manner calculated to be understood by the Claimant and shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based.

(g) Extension of Review Period. The 90-day and 60-day periods described in

Sections A-12.13(b) and A-12.13(f) respectively, may be extended at the discretion of the Benefits Committee or its delegate for a second 90- or 60-day period, as the case may be, provided that written notice of the extension is furnished to the Claimant prior to the termination of the initial period, indicating the special circumstances requiring such extension of time and the date by which a final decision is expected.

(h) Finality of Review on Appeal. Claimants shall not be entitled to challenge the Benefits Committee's (or its delegate's) determinations in judicial or administrative proceedings without first complying with the procedures in the Plan. The decisions made pursuant to this Section A-12.13 are final and binding on Claimants and any other party; provided, however, that a Claimant who has exhausted the administrative claims procedure set forth in the Plan may seek review of his or her claim before a court of competent jurisdiction within twelve (12) months of the date such claim is finally denied.

ARTICLE A-13
THE FUND

A-13.1. Trust Agreement and/or Insurance Contract - The Company shall enter into a Trust Agreement and/or Insurance Contract with a Trustee and/or Insurer selected by it in its sole discretion, and the Trustee and/or Insurer shall receive the contributions to the Fund made by the Employer pursuant to the Plan and shall hold, invest, reinvest, and distribute such fund in accordance with the terms and provisions of the Trust Agreement and/or Insurance Contract. The Company will determine the form and terms of such Trust Agreement and may modify such Trust Agreement from time to time to accomplish the purposes of this Plan and may, in its sole discretion, remove any Trustee and select any successor Trustee or Insurer. Furthermore, the Company must approve the form and terms of such Insurance Contract offered by the Insurer and may request modification of such Insurance Contract from time to time to accomplish the purposes of this Plan and may, in its sole discretion, remove any Insurer and select any successor Insurer or Trustee. The Trust Agreement and/or Insurance Contract may provide that the Fund thereunder may be used to fund this Plan and other qualified plans maintained by the Company or any Affiliate Company or Subsidiary Company which meet the requirements of Section 401(a) of the Code.

ARTICLE A-14
PROVISION TO PREVENT DISCRIMINATION

A-14.1. Restrictions on Highly Compensated Employees -

(a) The Retirement Benefit of a Participant who is among the 25 highly compensated employees or former highly compensated employees (as defined in Section 414(q) of the Code) who have the greatest compensation from the Affiliated Companies in any current or prior Plan Year shall be subject to the restrictions set forth in Section A-14.1(b) unless at least one of the conditions in the following sentence is met. The conditions are: (1) the aggregate value of the Retirement Benefit payable to the Participant does not exceed 1% of the Plan's current liabilities (as that term is defined in Section 412(l)(7) of the Code), (2) the Plan assets remaining after the distribution of all benefits payable to the Participant under the Plan equal or exceed 110% of the Plan's current liabilities, (3) the Actuarial Equivalent present value of the benefits payable to or on behalf of the Participant does not exceed \$3,500 or (4) the Plan is terminated and the benefit received by the Participant is nondiscriminatory under Section 401 (a)(4) of the Code.

(b) Subject to Section A-14.1(f), the annual payments to a Participant described in Section A-14.1(a) shall not exceed the annual payment to which such Participant would be entitled if his or her Retirement Benefit were distributed in the form of a single life annuity.

(c) For purposes of Section A-14.1(a), the term Retirement Benefit shall include all loans in excess of the amount under Section 72(p)(2)(A) of the Code, any periodic income, any withdrawal values payable to an Employee or former Employee and any death benefits on the Employee's or former Employee's life which are not provided for by insurance.

(d) With respect to distributions to a Participant which began before May 14, 1990 and are restricted in accordance with Section 1.401-4(c) of the Income Tax Regulations, the restrictions shall be removed upon certification of the Plan Administrator that the distribution would not be restricted under Section A-14.1(a).

(e) In the event of the Plan's termination, the benefit of any highly compensated active or former employee (as defined in Section 414(q) of the Code) is limited to a benefit that is nondiscriminatory under Section 401(a)(4) of the Code.

(f) A Participant to whom the restrictions of Section A-14.1(a) apply may receive payouts in excess of the amount described in Section A-14.1(a) provided that an agreement in accordance with Revenue Rulings and other guidance of the internal Revenue Service has been established to secure repayment to the Plan of any such excess payment.

ARTICLE A-15
AMENDMENT OF THE PLAN

A-15.1. Right to Amend - The Board or, in the event the Board has so delegated its authority, the Benefits Committee, may amend the Plan in whole or in part at any time, subject to the limitations hereinafter provided, and retroactively if deemed necessary or appropriate, by a majority vote of its members. Each amendment of the Plan shall be in writing, and shall become effective on the date specified therein.

A-15.2. Restrictions on Amendment - No amendment of the Plan may be made which shall either:

(a) deprive any Participant or Beneficiary of any part of an Accrued Benefit as constituted at the time of such amendment; or

(b) result in the reversion to an Employer of any part of the Fund contrary to the provisions of the Plan, including Section A-11.3 hereof.

No amendment may be adopted which has the effect of reducing a Participant's Accrued Benefit, other than an amendment described in Section 412(c)(8) of the Code. An amendment which has the effect of eliminating or reducing a retirement type subsidy or an early retirement benefit or of eliminating an optional benefit form with respect to a Participant's Accrued Benefit before the amendment is adopted shall be considered as reducing a Participant's Accrued Benefit unless such amendment is permitted under Section 411(d)(6) of the Code and rules and regulations issued thereunder.

ARTICLE A-16
TERMINATION OF THE PLAN

A-16.1. Events Constituting Termination -

(a) It is expressly declared to be the desire and intention of each Employer to continue the Plan and Trust in existence for an indefinite period of time. However, circumstances not now anticipated or foreseeable may arise in the future, as a result of which an Employer may deem it to be impracticable or unwise to continue the Plan and the Fund established hereunder, and each Employer therefore reserves the right to terminate the Plan (insofar as it affects its Employees) at any time. Such termination shall be effected by a written instrument of termination executed by such Employer. A copy of such instrument shall be delivered to the Trustee and/or insurer, to each other Employer and to the Benefits Committee.

(b) With respect to any Employer, its adjudication of bankruptcy or insolvency by any court of competent jurisdiction; its making of a general assignment for the benefit of creditors; its dissolution, merger, consolidation, other reorganization or discontinuance of business, unless the Plan is continued by a Successor Company; or its complete discontinuance of contributions, shall operate to terminate the Plan with respect to each Employer.

(c) Subject to applicable requirements of notice to the Pension Benefit Guaranty Corporation, governing termination of employee pension benefit plans, the Benefits Committee shall direct the Trustee and/or Insurance to segregate the assets of the Fund allocable to a terminating Employer, for payment of benefits in accordance with the provisions of this Article A-16.

A-16.2. Partial Termination - Upon a partial termination of the Plan with respect to a group of Participants, the Benefits Committee shall direct the Actuary to determine the proportionate interests of the Participants affected by such partial termination. After such proportionate interests have been determined, the Benefits Committee shall direct the Trustee to segregate the assets of the Fund allocable to such group of Participants, for payment of benefits in accordance with the provisions of this Article A-16, subject to applicable requirements of notice to the Pension Benefit Guaranty Corporation.

A-16.3. Allocation of Assets - Upon termination or partial termination under Section A-16.1 and A-16.2, the benefits of Participants affected thereby shall become fully, vested and non-forfeitable. However, no Participant or other individual shall have recourse towards the satisfaction of any benefit accrued under the Plan other than from the Fund or the Pension Benefit Guaranty Corporation. The assets of the Fund, or appropriate segregated portion thereof shall be allocated (after payment or provision for expenses) to such Participants in the following manner and order:

(a) There shall first be set aside an amount which will provide a Retirement Benefit for Participants or Beneficiaries who were receiving benefits or who were eligible to receive benefits at least three years prior to termination of the Plan based on the lowest benefit under

Plan provisions in effect during the five years preceding the date of the Plan's termination.

(b) There shall next be set aside an amount which will provide all other guaranteed benefits as provided for under Title IV, Section 4044 of ERISA.

(c) There shall next be set aside an amount which will provide all other non-forfeitable benefits, under the provisions of the Plan at its termination, but which are not guaranteed under ERISA.

(d) Finally, there shall be set aside an amount which will provide all other Accrued Benefits as of the date of Plan termination.

If the assets of the Fund held by the Trustee and/or Insurer as reserves for Retirement Benefits for Participants of the Plan, as of the date the Plan is terminated, are not sufficient to provide in whole the amounts required within the classes described above, such assets will be allocated pro rate within the class in which the amounts first cannot be provided in full subject, however, in the case of class (c) above, to the provisions of Section 4044(b)(3) of ERISA in the event that the Plan has been amended during the five-year period ending on the date of Plan termination. Allocation in any of the above listed categories is to be adjusted for any allocation already made to the same Participant under a prior category.

A-16.4. Manner of Distribution - Subject to the foregoing provisions of this Article A-16, any distribution after termination of the Plan may be made, in whole or in part, to the extent that no discrimination results, in cash, securities or other assets in kind (based on their fair market value as of the date of distribution), or in nontransferable annuity contracts, as the Benefits Committee in its discretion shall determine.

A-16.5. Residual Amounts - In no event shall the Employer receive any amounts from the Fund upon termination of the Plan, except such amounts, if any, as remain after the satisfaction of all liabilities of the Plan.

A-16.6. Liquidation of Fund - The Trust and/or Insurance Contract and the Fund shall continue in existence after the termination of the Plan for such period of time as may be required to complete the liquidation thereof in accordance with the terms of this Article A-16.

A-16.7. Internal Revenue Service Approval for Distribution - Notwithstanding any provision of the Plan or of the Trust Agreement and/or Insurance Contract to the contrary, no person shall have any right or claim to any asset of the Fund before the Internal Revenue Service shall determine that the proposed distribution of assets upon Plan termination under this Article does not result in the discrimination prohibited by Section 401(a)(4) of the Code.

ARTICLE A-17
MISCELLANEOUS PROVISIONS

A-17.1. No Assignment of Benefit - Except as provided in Section 401(a)(13)(B) of the Code (relating to qualified domestic relations orders), Sections 401(a)(13)(C) and (D) of the Code (relating to offsets ordered or required under a criminal conviction involving the Plan, a civil judgment in connection with a violation or alleged violation of fiduciary responsibilities under ERISA, or a settlement agreement, between the Participant and the Department of Labor in connection with a violation or alleged violation of fiduciary responsibilities under ERISA), Section 1.401(a)-13(b)(2) of the Treasury Regulations (relating to Federal tax levies), or as otherwise required by law, no benefit under the Plan at any time shall be subject in any manner to anticipation, alienation, assignment (either at law or in equity), encumbrance, garnishment, levy, execution, or other legal or equitable process; and no person shall have the power in any manner to anticipate, transfer, assign (either at law or in equity), alienate or subject to attachment, garnishment, levy, execution, or other legal or equitable process, or in any way encumber his benefits under the Plan, or any part thereof, and any attempt to do so shall be void.

A-17.2. Medical Insurance Deductions - Notwithstanding Section A-17.1 to the contrary, a Participant for whom hospital-medical-surgical coverage has been made available under the insurance program of the Employer may have deducted from his benefit, pursuant to a written authorization (which shall be revocable) and in a form acceptable to the Employer, the amount of the monthly cost of such coverage as it may be established from time to time (not to exceed 10% of any benefit payment), excluding any portion of such monthly cost which may be being paid for such individual by the Company.

A-17.3. No Implied Rights to Employment - Neither this Plan, the payment of contributions by the Employer to the Fund, nor the payment of any benefits pursuant to the Plan shall be constructed to create any obligation upon the Employer to continue to make contributions to the Plan, to give any present or future employee any right to continued employment.

A-17.4. Plan Assets - Merger or Transfer - There shall be no merger or consolidation with, or transfer of assets or liabilities of the Plan to, any other plan unless each Participant in the Plan would, if the Plan terminated after such merger, consolidation, or transfer of assets or liabilities, receive a benefit immediately thereafter equal to or greater than the benefit that he would have been entitled to receive immediately before such merger, consolidation or transfer if the Plan had then terminated.

A-17.5. Payment of Benefits -

(a) Effective June 1, 1998, if the lump sum Actuarial Equivalent value of monthly payments of a Retirement Benefit (including any death benefit payments) to any person would amount to \$5,000 or less, the Benefits Committee shall direct the Trustee and/or Insurer to pay such person the then Actuarial Equivalent value of such Retirement Benefit in one sum. Effective for distributions made on and after March 28, 2005, the Benefits Committee shall

direct the Trustee and/or Insurer to pay to a Participant his Retirement Benefit in one sum if the lump sum Actuarial Equivalent value of such Participant's Retirement Benefit is (i) \$1,000 or less, or (ii) greater than \$1,000 but not greater than \$5,000, provided the consent of the Participant is obtained.

(b) Payment of any benefit for the lifetime of a person shall cease with the last payment due on or before the date of his death.

(c) If the Benefits Committee determines that a person entitled to receive any benefit payment is under a legal disability or is incapacitated in any way so as to be unable to manage his financial affairs, the Benefits Committee may direct the Trustee or Insurer to make payments to his legal representative or to a relative or other person for his benefit; or to apply the payment of a benefit in accordance with the provisions of this subparagraph. Any such payment, to the extent thereof, shall be a complete discharge of any liability to make such payment.

A-17.6. Effectuation of Intent - In the event it should become impossible for the Company, or the Benefits Committee to perform any act required by the Plan, the Company or such committee may perform such other act as it in good faith determines will most nearly carry out the intent and purpose of the Plan.

A-17.7. Headings - The headings of Articles and Sections of this Plan are for convenience of reference only, and in case of any conflict between any such headings and the text of this Plan, the text shall govern.

A-17.8. Copy of Plan - An executed copy of the Plan shall be available for inspection by any Employee or other person entitled to benefits under the Plan at reasonable times at the office of the Employer.

A-17.9. Governing Law - Except as otherwise required by law, the Plan and all matters arising thereunder shall be governed by the laws of the State of Connecticut.

A-17.10. Qualified Domestic Relations Orders - Notwithstanding any other provisions of this Plan, all or part, of the Participant's accrued Retirement Benefit may be distributed to an alternate payee(s) pursuant to a Qualified Domestic Relations Order within the meaning of Section 414(p) of the Code. Such distribution may be made even if the Participant is not eligible to receive a distribution at the time of payment to the alternate payee(s).

The Benefits Committee shall establish procedures for determining if a domestic relations order is qualified within the meaning of Section 414(p) of the Code, and such procedures are hereby incorporated into this Plan by reference.

A-17.11. Qualified Military Service - Effective December 12, 1994, notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

A-17.12. Release - Upon any distribution or payment, the Trustee, the Benefits Committee, any Affiliated Company or the Company may require execution of a receipt and release, in form and substance satisfactory to it, of all claims under this Plan.

A-17.13. Incapacity - If, in the judgment of the Benefits Committee, any person is legally, physically or mentally incapable of personally receiving and executing a receipt for any distribution or payment due him or her under this Plan, the distribution or payment may be made to the person's guardian or other legal representative (or if none is known to the Company or the Benefits Committee, to any other person or institution who has custody of the person) and that distribution or payment shall constitute a full discharge of any obligation with respect to the amount paid or distributed.

A-17.14. Lost Participant - Neither the Benefits Committee nor the Trustee shall be obligated to search for or ascertain the whereabouts of any Participant or Beneficiary (other than to write to the Participant at his or her last mailing address shown in the Employer's records). If a Participant or Beneficiary cannot be located, the Participant's Retirement Benefit or Pre-retirement Death Benefit shall be forfeited, but shall be reinstated (without interest) upon the Participant's or Beneficiary's claim for the benefit before that benefit escheats under applicable state law.

A-17.15. Direct Transfer - A Participant who receives distribution of his or her vested interest in a form which qualifies as an eligible rollover distribution (as defined in Section 401(a)(31) of the Code) may elect, at the time and in the manner prescribed by the Plan Administrator, to have all or any portion of that distribution paid directly to any eligible retirement plan (as defined in Section 402(c)(8)(B) of the Code). This option shall apply only to a Participant, his or her surviving Spouse, or his or her former Spouse who is entitled to a distribution under the Plan as an alternate payee under a qualified domestic relations order as defined in Section 414(p) of the Code. The following rules shall apply with respect to direct transfers under this Section A-17.15:

(a) A Participant who is reasonably expected to have an eligible rollover distribution during the calendar year that totals less than \$200 may not elect a direct transfer under this Section A-17.15;

(b) If a Participant elects a direct transfer of a portion of an eligible rollover distribution, that portion must be equal to at least \$500;

(c) A Participant may not divide his or her eligible rollover distribution into separate distributions to be transferred to two or more eligible retirement plans; and

(d) If a Participant does not make an election with respect to an eligible rollover distribution as of his or her Annuity Starting Date he or she will be treated as not having elected a direct transfer under this Section A-17.15.

A-17.16. Annuities - Any distribution of benefits in the form of an annuity may be made

directly from the Trust or by the purchase of a nontransferable immediate or deferred payment annuity contract from an insurance company selected by the Benefits Committee. Any annuity contract so purchased shall be delivered to the Participant or Beneficiary and distribution of benefits shall be considered to have been completed when the annuity contract is delivered.

ARTICLE A-18
TOP HEAVY PLAN PROVISIONS

A-18.1. Top Heavy -

(a) A plan is a top heavy plan if as of the determination date, the aggregate of the accounts of key employees under the plan exceeds 60% of the aggregate of the accounts of all employees under such plan, as determined in accordance with the provisions of Section 416(g) of the Code. The determination of whether a plan is top heavy shall be made after aggregating all other plans of the Employer and Affiliates which are required to be aggregated pursuant to Section 416(g)(2) of the Code and after aggregating any other such plan of an Employer or an Affiliated Company which may be taken into account under the permissive aggregation rules of Section 416(g)(2)(A)(ii) of the Code if such permissive aggregation thereby eliminates the "top heavy" status of any plan within such permissive aggregation group. For purposes of determining the present value of the cumulative accrued benefits of all, defined benefit plans of the Employer and Affiliates, such present value shall be determined on the basis of the actuarial assumptions for valuing a lump-sum distribution as described in section A-2.2(b).

(b) The determination date for purposes of determining whether a plan is top heavy for a particular plan year is the last day of the preceding plan year.

(c) The valuation date for purposes of determining the value of plan accounts under this section shall be the valuation date required to be used for computing plan costs for minimum funding purposes.

(d) A key employee is any Participant in the Plan (including a beneficiary of such Participant) who is considered a key employee under Section 416 of the Code and rules and regulations issued thereunder. To the extent compensation is used to determine whether an employee is a key employee, compensation as defined under Section 415 of the Code and the rules and regulations issued thereunder shall be used; provided, however, for Plan Years commencing on or after January 1, 2008, such compensation shall include amounts paid after termination of employment to the extent permitted under Income Tax Regulation Sections 1.415(c)-2(e)(2), 1.415(c)-2(e)(3)(i), 1.415(c)-2(e)(3)(ii) and 1.415(c)-2(e)(3)(iii)(A).

(e) A non-key employee is any Participant in the Plan (including a beneficiary of such Participant) who is not a key employee.

(f) Notwithstanding anything herein above to the contrary, if this Plan is a top heavy plan as defined pursuant to this section for any Plan Year beginning after December 31, 1983, then the Plan shall meet the following requirements for any such Plan Year:

- (i) Minimum Vesting Requirements. Participant's vested interest will be determined under a schedule which is not less favorable to the Participant than the following:

<u>Years of Service Completed for Vesting Purposes</u>	<u>Vested Interest</u>
Less than 2 years	0%
2 years but less than 3	20
3 years but less than 4	40
4 years but less than 5	60
5 years or more	100

Provided, however, for a Participant covered under Part B of this Plan, for any Plan Year the Plan is a top heavy plan, the non-forfeitable portion of his Retirement Benefit for a Participant who is credited with at least one Hour of Service (as defined in Section B-1.13) during that Plan Year shall be the greater of the percentage determine under Article B-4 and 100% after the Participant is credited with three Vesting Years of Service (as defined in Section B- 1.35).

(ii) Minimum Contribution Requirement

It is intended that the Employer will meet the minimum benefit and contribution requirements of Section 416(c) under this Plan unless the Employer adopts another plan for any such Plan Year designed to satisfy the minimum benefit which complies under Section 416(d)(1) of the Code. If such minimum benefit is not provided in any other plan adopted by the Employer, then the Accrued Benefit derived from Employer contributions of each Participant who is a non-key employee, when expressed as a benefit payable annually in the form of a single life annuity (with no ancillary benefits) beginning at the normal retirement age under the Plan, is not less than the applicable percentage of the Participant's average compensation for years in the testing period. The term applicable percentage means the lesser of 2% multiplied by the number of years of service with the Employer (computed as specified in Section 416(c) of the Code) or 20%. The term testing period means the period of five consecutive years (computed as specified in Section 416(c) of the Code) during which the Participant had the greatest aggregate compensation from the Employer.

(iii) Maximum Compensation Limitation

The annual compensation of each Participant under the Plan for such Plan Year shall not exceed the first \$150,000 of such Participant's compensation; provided, however, that such dollar limitation shall be adjusted to take into account any adjustment by the Secretary of the

Treasury pursuant to Section 416(d)(2) of the Code and the limitations outlined in Section A-17.11 of the Plan.

A-18.2. Modification of Top-Heavy Provisions -

(a) Effective Date. This Section A-18.2 shall apply for purposes of determining whether the Plan is a top-heavy plan under Section 416(g) of the Code for Plan Years beginning on and after January 1, 2002, and whether the Plan satisfies the minimum benefit requirements of Section 416(c) of The Code for such Plan Years. This Section A-18.2 amends Sections A-18.1 to the extent applicable.

(b) Determination of Top-Heavy Status

- (i) Key Employee. As defined in Section 416(i)(1) of the Code, Key Employee means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the Determination Date was an officer of an Affiliated Company having annual compensation greater than \$130,000 (as adjusted under Section 416(i)(1) of the Code for Plan Years beginning after December 31, 2002), a 5-percent owner of an Affiliated Company, or a 1-percent owner of an Affiliated Company having annual compensation of more than \$150,000. For this purpose, annual compensation means compensation within the meaning of Section 415(c)(3) of the Code. The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.
- (ii) Determination of Present Values and Amounts. This Section A-18.2 shall apply for purposes of determining the present values of accrued benefits and the amounts of account balances of Employees as of the Determination Date.
- (iii) Distributions During Year Ending on Determination Date. The present values of accrued benefits and the amounts of account balances of an Employee as of the Determination Date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Code during the 1-year period ending on the Determination Date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Section 416(g)(2)(A)(i) of the Code in the case of a distribution made for a reason other than severance from employment, death, or disability this provision shall be applied by substituting "5-year period" for "1-year period."

- (iv) Employees Not Performing Services During Year Ending on Determination Date. The accrued benefits and accounts of any individual who has not performed services for an Affiliated Company during the 1-year period ending on the Determination Date shall not be taken into account.

(c) Minimum Benefits. For purposes of satisfying the minimum benefit requirements of Section 416(c)(1) of the Code and the Plan, in determining Years of Service with the Employer, any service with the Employer shall be disregarded to the extent that such service occurs during a Plan Year when the plan benefits (within the meaning of Section 410(b) of the Code) no Key Employee or former Key Employee.

(d) Adjustments in 415(e) Limitation The limitations imposed by Section 415(e) of the Code which are included in the section of this Plan relating to maximum yearly benefits shall be modified, if required, as set forth in Section 416(h) of the Code.

In the event the Plan should become a top heavy plan and subsequently cease to be a top heavy plan and a vesting schedule less favorable to Participants than the schedule described in Section A-18.1 should be adopted, in no event shall a Participant's vested Accrued Benefit be reduced as a result of the adoption of the new vesting schedule, and each Participant with five or more years of service at the time the new schedule is adopted may elect to have the schedule in effect while the Plan was top heavy apply.

APPENDIX A-1

Early Retirement Factors for Employees Who Retire from Active Service on or after 1/1/89 and Prior to 10/1/2000 Pursuant to Section A-6.4(b)

Number Months Before SSRA	Early Retirement Factor
1 through 36	1.000
37	0.993
38	0.986
39	0.979
40	0.972
41	0.965
42	0.958
43	0.951
44	0.944
45	0.937
46	0.930
47	0.923
48	0.916
49	0.906
50	0.902
51	0.895
52	0.888
53	0.881
54	0.875
55	0.868
56	0.861
57	0.854
58	0.847
59	0.840
60	0.833
61	0.830

APPENDIX A-1 (cont'd)

Number Months Before SSRA'	Early Retirement Factor
62	0.826
63	0.823
64	0.819
65	0.816
66	0.812
67	0.809
68	0.805
69	0.802
70	0.798
71	0.795
72	0.791
73	0.788
74	0.784
75	0.781
76	0.777
77	0.774
78	0.771
79	0.767
80	0.764
81	0.760
82	0.757
83	0.753
77	0.774
78	0.771
79	0.767
80	0.764
81	0.760
82	0.757
83	0.753

APPENDIX A-1 (cont'd)

Number Months Before SSRA	Early Retirement Factor
84	0.750
85	0.747
86	0.743
87	0.740
88	0.736
89	0.733
90	0.729
91	0.726
92	0.722
93	0.719
94	0.715
95	0.712
96	0.708
97	0.705
98	0.701
99	0.698
100	0.694
101	0.691
102	0.687
103	0.684
104	0.680
105	0.677
106	0.673
107	0.670
108	0.666
109	0.663
110	0.659

APPENDIX A-1 (cont'd)

Number Months Before SSRA	Early Retirement Factor
111	0.656
112	0.652
113	0.649
114	0.646
115	0.642
116	0.639
117	0.635
118	0.632
119	0.628
120	0.625
121	0.621
122	0.616
123	0.612
124	0.608
125	0.603
126	0.599
127	0.595
128	0.590
129	0.586
130	0.582
131	0.577
132	0.573
133	0.569

APPENDIX A-1 (cont'd)

Number Months Before SSRA	Early Retirement Factor
134	0.565
135	0.561
136	0.557
137	0.553
138	0.549
139	0.546
140	0.542
141	0.538
142	0.534
143	0.530
144	0.526

APPENDIX A-2

Early Retirement Factors for Employees Who Retire from Active Service on or after 10/1/2000
Pursuant to Section A-6.4(c)

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

Factors for years and months will be determined in a manner consistent with the manner used in determining the above factors.

APPENDIX A-3

EARLY RETIREMENT FACTORS

FOR VESTED TERMINATED EMPLOYEES

AGE	MONTHS											
	0	1	2	3	4	5	6	7	8	9	10	11
55	.423	.42583	.42866	.43149	.43432	.43715	.43998	.44281	.44564	.44847	.45130	.45413
56	.457	.46008	.46316	.46624	.46932	.47240	.47548	.47856	.48164	.48472	.48780	.49088
57	.494	.49750	.50058	.50408	.50758	.51108	.51458	.51808	.52158	.52508	.52858	.53208
58	.536	.53983	.54366	.54749	.55132	.55515	.55898	.56281	.56664	.57047	.57430	.57813
59	.582	.58625	.59050	.59475	.59900	.60325	.60750	.61175	.61600	.62025	.62450	.62875
60	.633	.63775	.64250	.64725	.65200	.65675	.66150	.66625	.67050	.67525	.68000	.68475
61	.690	.69533	.70066	.70599	.71132	.71665	.72198	.72731	.73264	.73797	.74330	.74863
62	.754	.76000	.76600	.77200	.77800	.78400	.79000	.79600	.80200	.80800	.81400	.82000
63	.826	.83275	.83950	.84625	.85300	.85975	.86650	.87325	.88000	.88675	.89350	.90025
64	.907	.91475	.92250	.93025	.93800	.94575	.95325	.96100	.96850	.97625	.98400	.99150
65	1.000											

APPENDIX A-4

FACTORS TO BE USED FOR

120 MONTHS CERTAIN AND LIFE INCOME OPTIONS

AGE NEAREST BIRTHDAY	FACTOR
55	.974
56	.971
57	.968
58	.965
59	.961
60	.956
61	.951
62	.945
63	.938
64	.930
65	.922
66	.912
67	.902
68	.890
69	.878
70	.865
71	.851
72	.836
73	.820
74	.804
75	.786

APPENDIX A-5

CONVERSION FACTORS: LEVEL INCOME OPTION

AGE	MONTHS											
	0	1	2	3	4	5	6	7	8	9	10	11
55	.562	.56575	.56950	.57325	.57700	.58075	.58450	.58825	.59200	.59575	.59950	.60325
56	.607	.61108	.61516	.61924	.62332	.62740	.63148	.63556	.63964	.64372	.64780	.65188
57	.656	.66058	.66516	.66974	.67432	.67890	.68348	.68806	.69269	.69722	.70180	.70638
58	.711	.71608	.72116	.72624	.73132	.73640	.74148	.74656	.75164	.75672	.76180	.76688
59	.772	.77767	.78334	.78901	.79468	.80035	.80602	.81169	.81736	.82303	.82870	.83437
60	.840	.84625	.85250	.85875	.86500	.87125	.87750	.88315	.89000	.89625	.90250	.90875
61	.915	.92208	.92916	.93624	.94332	.95040	.95748	.96456	.97164	.97872	.98580	.99288
62	1.000											

APPENDIX A-6
FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 25%
PARTICIPANT

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Y

AGE*	41	42	43	44	45	46	47
41	97.4	97.2	96.9	96.7	96.4	96.1	95.8
42	97.5	97.3	97.0	96.8	96.5	96.3	95.9
43	97.6	97.4	97.1	96.9	96.7	96.4	96.1
44	97.7	97.5	97.3	97.0	96.8	96.5	96.2
45	97.8	97.6	97.4	97.1	96.9	96.7	96.3
46	97.9	97.1	97.5	97.2	97.0	96.8	96.5
47	98.0	97.8	97.6	97.4	97.1	96.9	96.6
48	98.1	97.9	97.7	97.5	97.3	97.1	96.7
49	98.2	98.0	97.8	97.6	97.4	97.2	96.9
50	98.3	98.1	97.9	97.7	97.5	97.3	97.0
51	98.4	98.2	98.0	97.8	97.6	97.4	97.2
52	98.5	98.3	98.1	97.9	97.7	97.6	97.3
53	98.6	98.4	98.2	98.0	97.9	97.7	97.4
54	98.6	98.5	98.3	98.1	98.0	97.8	97.5
55	98.7	98.6	98.4	98.2	98.1	97.9	97.7
56	98.8	98.6	98.5	98.3	98.2	98.0	97.8
57	98.9	98.7	98.6	98.4	98.3	98.1	97.9
58	98.9	98.8	98.7	98.5	98.4	98.2	98.0
59	99.0	99.9	98.7	98.6	98.5	98.3	98.1
60	99.1	99.0	98.8	98.7	98.6	98.5	98.3
61	99.1	99.0	98.9	98.8	98.7	98.5	98.4
62	99.2	99.1	99.0	98.9	98.7	98.6	98.5
63	99.2	99.1	99.0	98.9	98.8	98.7	98.6
64	99.3	99.2	99.1	99.0	98.9	98.8	98.7
65	99.4	99.3	99.2	99.1	99.0	98.9	98.8
66	99.4	99.3	99.2	99.1	99.1	99.0	98.8
67	99.4	99.4	99.3	99.2	99.1	99.0	98.9
68	99.5	99.4	99.3	99.3	99.2	99.1	99.0
69	99.5	99.5	99.4	99.3	99.3	99.2	99.1
70	99.6	99.5	99.4	99.4	99.3	99.3	99.2
71	99.6	99.5	99.5	99.4	99.4	99.3	99.2
72	99.6	99.6	99.5	99.5	99.4	99.4	99.3
73	99.7	99.6	99.6	99.5	99.5	99.4	99.3
74	99.7	99.7	99.6	99.6	99.5	99.5	99.4
75	99.7	99.7	99.6	99.6	99.6	99.5	99.4

*Age Nearest Birthday

APPENDIX A-6 (cont'd)

FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 25%

PARTICIPANT

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AGE*	48	49	50	51	52	53	54
41	95.4	95.1	94.7	94.4	93.9	93.4	93.0
42	95.6	95.2	94.9	94.5	94.1	93.6	93.1
43	95.7	95.4	95.0	94.7	94.2	93.8	93.3
44	95.9	95.5	95.2	94.9	94.4	94.0	93.5
45	96.0	95.7	95.3	95.0	94.6	94.1	93.7
46	96.2	95.8	95.5	95.2	94.8	94.3	93.9
47	96.3	96.0	95.7	95.4	94.9	94.5	94.1
48	96.4	96.1	95.8	95.5	95.1	94.7	94.3
49	96.6	96.3	96.0	95.7	95.3	94.9	94.5
50	96.7	96.5	96.2	95.9	95.5	95.1	94.7
51	96.9	96.6	96.3	96.0	96.7	95.3	94.9
52	97.0	96.7	96.5	96.2	95.8	95.5	95.1
53	97.2	96.9	96.6	96.4	96.0	95.6	95.3
54	97.3	97.0	96.8	96.5	96.2	95.8	95.5
55	97.4	97.2	97.0	96.7	96.4	96.0	95.7
56	97.6	97.3	97.1	96.9	96.5	96.2	95.9
57	97.7	97.5	97.2	97.0	96.7	96.4	96.1
58	97.8	97.6	97.4	97.2	96.9	96.6	96.3
59	97.9	97.7	97.5	97.3	97.0	96.7	96.4
60	98.1	97.9	97.7	97.5	97.2	96.9	96.6
61	98.2	98.0	97.8	97.6	97.4	97.1	96.8
62	98.3	98.1	97.9	97.8	97.5	97.3	97.0
63	98.4	98.2	98.1	97.9	97.7	97.4	97.2
64	98.5	98.4	98.2	98.0	97.8	97.6	97.3
65	98.6	98.5	98.3	98.2	98.0	97.7	97.5
66	98.7	98.6	98.4	98.3	98.1	97.9	97.7
67	98.8	98.7	98.5	98.4	98.2	98.0	97.5
68	98.9	98.8	98.6	98.5	98.3	98.1	98.0
69	99.0	98.9	98.7	98.6	98.5	98.3	98.1
70	99.0	98.9	98.8	98.7	98.6	98.4	98.3
71	99.1	99.0	98.9	98.8	98.7	98.5	98.4
72	99.2	99.1	99.0	98.9	98.8	98.6	98.5
73	99.2	99.2	99.1	99.0	98.9	98.7	98.6
74	99.3	99.2	99.2	99.1	99.0	98.8	98.7
75	99.4	99.3	99.2	99.2	99.1	98.9	98.8

*Age Nearest Birthday

APPENDIX A-6 (con'td)

FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 25%

PARTICIPANT

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AGE*	55	56	57	58	59	60	61
41	92.5	92.0	91.4	90.8	90.1	89.5	88.9
42	92.7	92.2	91.6	91.0	90.3	89.7	89.1
43	92.9	92.4	91.8	91.2	90.6	89.9	89.3
44	93.1	92.6	92.0	91.4	90.8	90.2	89.5
45	93.2	92.8	92.2	91.6	91.0	90.4	89.8
46	93.5	93.0	92.4	91.8	91.2	90.6	90.0
47	93.7	93.2	92.6	92.1	91.5	90.9	90.3
48	93.9	93.4	92.9	92.3	91.7	91.1	90.6
49	94.1	93.7	93.1	92.5	92.0	91.4	90.8
50	94.3	93.9	93.3	92.8	92.2	91.6	91.1
51	94.5	94.1	93.6	93.0	92.5	91.9	91.4
52	94.7	94.3	93.8	93.2	92.7	92.2	91.6
53	94.9	94.5	94.0	93.5	93.0	92.4	91.9
54	95.1	94.8	94.3	93.7	93.2	92.7	92.2
55	95.3	95.0	94.5	94.0	93.5	93.0	92.5
56	95.5	95.2	94.7	94.2	93.7	93.3	92.8
57	95.7	95.4	94.9	94.5	94.0	93.5	93.1
58	95.9	95.6	95.2	94.7	94.3	93.8	93.3
59	96.2	95.9	95.4	95.0	94.5	94.1	93.6
60	96.4	96.1	95.6	95.2	94.8	94.4	93.9
61	96.5	96.3	95.9	95.4	95.0	94.6	94.2
62	96.7	96.5	96.1	95.7	95.3	94.9	94.5
63	96.9	96.7	96.3	95.9	95.5	95.1	94.8
64	97.1	96.9	96.5	96.1	95.8	95.4	95.1
65	97.3	97.1	96.7	96.4	96.0	95.7	95.3
66	97.5	97.2	96.9	96.6	96.3	95.9	95.6
67	97.6	97.4	97.1	96.8	96.5	96.2	95.8
68	97.8	97.6	97.3	97.0	96.7	96.4	96.1
69	97.9	97.8	97.5	97.2	96.9	96.6	96.4
70	98.1	97.9	97.7	97.4	97.1	96.9	96.6
71	98.2	98.1	97.8	97.6	97.3	97.1	96.8
72	98.3	98.2	98.0	97.7	97.5	97.3	97.0
73	98.5	98.3	98.1	97.9	97.7	97.5	97.2
74	98.6	98.5	98.3	98.1	97.9	97.7	97.5
75	98.7	98.6	98.4	98.2	98.0	97.9	97.7

*Age Nearest Birthday

APPENDIX A-6 (cont'd)

FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 25%

PARTICIPANT

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AGE*	62	63	64	65	66	67	68
41	88.0	87.2	86.3	85.5	84.7	83.6	82.6
42	88.3	87.4	86.6	85.8	84.9	83.9	82.8
43	88.5	87.7	86.8	86.0	85.2	84.2	83.1
44	88.7	87.9	87.1	86.3	85.5	84.4	83.4
45	89.0	88.1	87.3	86.5	85.7	84.7	83.7
46	89.2	88.4	87.6	86.8	86.0	85.0	84.0
47	89.5	88.7	87.9	87.1	86.3	85.3	84.3
48	89.8	89.0	88.2	87.4	86.6	85.6	84.6
49	90.0	89.3	88.5	87.7	86.9	85.9	84.9
50	90.3	89.5	88.8	88.0	87.2	86.2	85.3
51	90.6	89.8	89.1	88.3	87.6	86.6	85.6
52	90.9	90.2	89.4	88.7	87.9	87.0	86.0
53	91.2	90.5	89.7	89.0	88.3	87.3	86.4
54	91.5	90.8	90.0	89.3	88.6	87.7	86.7
55	91.8	91.1	90.4	89.6	88.9	88.0	87.1
56	92.1	91.4	90.7	90.0	89.3	88.4	87.5
57	92.4	91.7	91.0	90.4	89.7	88.8	87.9
58	92.7	92.0	91.4	90.7	90.0	89.2	88.3
59	93.0	92.3	91.7	91.1	90.4	89.5	88.7
60	93.3	92.7	92.0	91.4	90.8	89.9	89.1
61	93.6	93.0	92.4	91.8	91.2	90.3	89.5
62	93.9	93.3	92.7	92.1	91.5	90.7	89.9
63	94.2	93.6	93.1	92.5	91.9	91.1	90.3
64	94.5	93.9	93.4	92.8	92.3	91.5	90.7
65	94.8	94.3	93.7	93.2	92.7	91.9	91.2
66	95.1	94.6	94.1	93.5	93.0	92.3	91.6
67	95.4	94.9	94.4	93.9	93.4	92.7	92.0
68	95.6	95.2	94.7	94.2	93.8	93.1	92.4
69	95.9	95.5	95.0	94.6	94.1	93.5	92.8
70	96.2	95.8	95.3	94.9	94.5	93.9	93.2
71	96.4	96.0	95.6	95.2	94.8	94.2	93.6
72	96.7	96.3	95.9	95.5	95.1	94.5	94.0
73	96.9	96.5	96.2	95.8	95.4	94.9	94.3
74	97.1	96.8	96.4	96.1	95.8	95.2	94.7
75	97.4	97.0	96.7	96.4	96.1	95.6	95.1

*Age Nearest Birthday

APPENDIX A-6 (cont'd)

FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 25%

PARTICIPANT

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AGE*	69	70	71	72	73	74	75
41	81.5	80.5	79.4	78.2	77.0	75.8	74.5
42	81.8	80.8	79.7	78.5	77.3	76.1	74.8
43	82.1	81.0	80.0	78.8	77.6	76.4	75.1
44	82.4	81.3	80.3	79.1	77.9	76.7	75.4
45	82.6	81.6	80.6	79.4	78.2	76.9	75.7
46	83.0	81.9	80.9	79.7	78.5	77.3	76.1
47	83.3	82.3	81.3	80.1	78.9	77.7	76.5
48	83.6	82.6	81.6	80.4	79.2	78.0	76.8
49	83.9	82.9	82.0	80.8	79.6	78.4	77.2
50	84.3	83.3	82.3	81.1	79.9	78.8	77.6
51	84.6	83.7	82.7	81.5	80.4	79.2	78.0
52	85.0	84.1	83.1	81.9	80.8	79.6	78.5
53	85.4	84.4	83.5	82.3	81.2	80.0	78.9
54	85.8	84.8	83.9	82.7	81.6	80.5	79.3
55	86.1	85.2	84.3	83.1	82.0	80.9	79.8
56	86.6	85.6	84.7	83.6	82.5	81.4	80.2
57	87.0	86.1	85.2	84.1	83.0	81.8	80.7
58	87.4	86.5	85.6	84.5	83.4	82.3	81.2
59	87.8	86.9	86.0	85.0	83.9	82.8	81.7
60	88.2	87.3	86.5	85.4	84.4	83.3	82.2
61	88.6	87.8	87.0	85.9	84.9	83.8	82.8
62	89.1	88.3	87.5	86.4	85.4	84.4	83.3
63	89.5	88.7	87.9	86.9	85.9	84.9	83.9
64	90.0	89.2	88.4	87.4	86.4	85.4	84.5
65	90.4	89.6	88.9	87.9	87.0	86.0	85.0
66	90.8	90.1	89.4	88.4	87.5	86.5	85.6
67	91.3	90.6	89.9	88.9	88.0	87.1	86.2
68	91.7	91.0	90.4	89.5	88.6	87.7	86.8
69	92.2	91.5	90.8	90.0	89.1	88.2	87.4
70	92.6	92.0	91.3	90.5	89.6	88.8	88.0
71	93.0	92.4	91.8	91.0	90.2	89.4	88.5
72	93.4	92.8	92.2	91.5	90.7	89.9	89.1
73	93.8	93.2	92.7	91.9	91.2	90.4	89.7
74	94.2	93.7	93.1	92.4	91.7	91.0	90.3
75	94.6	94.1	93.6	92.9	92.2	91.5	90.8

*Age Nearest Birthday

APPENDIX A-7
FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 33-1/3%
PARTICIPANT

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AGE*	41	42	43	44	45	46	47
41	96.6	96.3	95.9	95.6	95.3	94.9	90.5
42	96.8	96.4	96.1	95.8	95.4	95.1	94.6
43	96.9	96.6	96.2	95.9	95.6	95.3	94.8
44	97.0	96.7	96.4	96.1	95.7	95.4	95.0
45	97.1	96.8	96.5	96.2	95.9	95.6	95.2
46	97.3	97.0	96.7	96.4	96.1	95.8	95.4
47	97.4	97.1	96.8	96.5	96.2	95.9	95.5
48	97.5	97.2	97.0	96.7	96.4	96.1	95.7
49	97.6	97.4	97.1	96.8	96.5	96.3	95.9
50	97.8	97.5	97.2	97.0	96.7	96.4	96.1
51	97.9	97.6	97.4	97.1	96.9	96.6	96.2
52	98.0	97.7	97.5	97.3	97.0	96.8	96.4
53	98.1	97.9	97.6	97.4	97.2	96.9	96.6
54	98.2	98.0	97.8	97.5	97.3	97.1	96.8
55	98.3	98.1	97.9	97.7	97.5	97.2	96.9
56	98.4	98.2	98.0	97.8	97.6	97.4	97.1
57	98.5	98.3	98.1	97.9	97.7	97.5	97.2
58	98.6	98.4	98.2	98.0	97.8	97.7	97.4
59	98.7	98.5	98.3	98.2	98.0	97.8	97.5
60	98.8	98.6	98.4	98.3	98.1	97.9	97.7
61	98.8	98.7	98.5	98.4	98.2	98.1	97.8
62	98.9	98.8	98.6	98.5	98.3	98.2	98.0
63	99.0	98.9	98.7	98.6	98.4	98.3	98.1
64	99.1	98.9	98.8	98.7	98.6	98.4	98.2
65	99.1	99.0	98.9	98.8	98.7	98.5	98.3
66	99.2	99.1	99.0	98.9	98.7	98.6	98.5
67	99.3	99.2	99.0	98.9	98.8	98.7	98.6
68	99.3	99.2	99.1	99.0	98.9	98.8	98.7
69	99.4	99.3	99.2	99.1	99.0	98.9	98.8
70	99.4	99.3	99.3	99.2	99.1	99.0	98.9
71	99.5	99.4	99.3	99.2	99.2	99.1	99.0
72	99.5	99.4	99.4	99.3	99.2	99.1	99.0
73	99.6	99.5	99.4	99.4	99.3	99.2	99.1
74	99.6	99.5	99.5	99.4	99.3	99.3	99.2
75	99.6	99.6	99.5	99.5	99.4	99.4	99.3

*Age Nearest Birthday

APPENDIX A-7 (cont'd)

FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 33-1/3%

PARTICIPANT

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AGE	48	49	50	51	52	53	54
41	94.0	93.5	93.1	92.6	92.0	91.4	90.8
42	94.2	93.7	93.3	92.8	92.2	91.7	91.1
43	94.4	93.9	93.5	93.1	92.5	91.9	91.3
44	94.6	94.1	93.7	93.3	92.7	92.1	91.5
45	94.7	94.3	93.9	93.5	92.9	92.3	91.8
46	94.9	94.5	94.1	93.7	93.1	92.6	92.0
47	95.1	94.7	94.3	93.9	93.4	92.8	92.3
48	95.3	94.9	94.5	94.1	93.6	93.1	92.5
49	95.5	95.1	94.7	94.4	93.8	93.3	92.8
50	95.7	95.3	95.0	94.6	94.1	93.5	93.0
51	95.9	95.5	95.2	94.8	94.3	93.8	93.3
52	96.1	95.7	95.4	95.0	94.5	94.0	93.5
53	96.2	95.9	95.6	95.2	94.8	94.3	93.8
54	96.4	96.1	95.8	95.5	95.0	94.5	94.1
55	96.6	96.3	96.0	95.7	95.2	94.8	94.3
56	96.8	96.5	96.2	95.9	95.4	95.0	94.6
57	96.9	96.7	96.4	96.1	95.7	95.2	94.8
58	97.1	96.8	96.6	96.3	95.9	95.5	95.1
59	97.3	97.0	96.7	96.5	96.1	95.7	95.3
60	97.4	97.2	96.9	96.7	96.3	95.9	95.6
61	97.6	97.3	97.1	96.9	96.5	96.2	96.8
62	97.7	97.5	97.3	97.0	96.7	96.4	96.0
63	97.9	97.7	97.4	97.2	96.9	96.6	96.3
64	98.0	97.8	97.6	97.4	97.1	96.8	96.5
65	98.2	98.0	97.8	97.6	97.3	97.0	96.7
66	98.3	98.1	97.9	97.7	97.5	97.2	96.9
67	98.4	98.2	98.1	97.9	97.6	97.4	97.1
68	98.5	98.3	98.2	98.0	97.8	97.5	97.3
69	98.6	98.5	98.3	98.2	98.0	97.7	97.5
70	98.7	98.6	98.5	98.3	98.1	97.9	97.7
71	98.8	98.7	98.6	98.4	98.2	98.0	97.8
72	98.9	98.8	98.7	98.6	98.4	98.2	98.0
73	99.0	98.9	98.8	98.7	98.5	98.3	98.2
74	99.1	99.0	98.9	98.8	98.6	98.5	98.3
75	99.2	99.1	99.0	98.9	98.7	98.6	98.5

*Age Nearest Birthday

APPENDIX A-7 (cont'd)

FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 33-1/3%

PARTICIPANT

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AGE*	55	56	57	58	59	60	61
41	90.2	89.6	88.8	88.0	87.3	86.5	85.7
42	90.5	89.9	89.1	88.3	87.5	86.7	86.0
43	90.7	90.1	89.4	88.6	87.8	87.0	86.2
44	91.0	90.4	89.6	88.8	88.1	87.3	86.5
45	91.2	90.6	89.9	89.1	88.3	87.6	86.8
46	91.5	90.9	90.1	89.4	88.6	87.9	87.1
47	91.7	91.2	90.4	89.7	88.9	88.2	87.5
48	92.0	91.5	90.7	90.9	89.3	88.5	87.8
49	92.3	91.7	91.0	90.3	89.6	88.8	88.1
50	92.5	92.0	91.3	90.6	89.9	89.2	88.4
51	92.8	92.3	91.6	90.9	90.2	89.5	88.8
52	93.1	92.6	91.9	91.2	90.5	89.8	89.2
53	93.3	92.9	92.2	91.5	90.8	90.2	89.5
54	93.6	93.1	92.5	91.8	91.2	90.5	89.9
55	93.9	93.4	92.8	92.1	91.5	90.9	90.2
56	94.1	93.7	93.1	92.5	91.8	91.2	90.6
57	94.4	94.0	93.4	92.8	92.2	91.6	91.0
58	94.7	94.3	93.7	93.1	92.5	91.9	91.3
59	94.9	94.5	94.0	93.4	92.8	92.3	91.7
60	95.2	94.8	94.3	93.7	93.2	92.6	92.1
61	95.4	95.1	94.6	94.0	93.5	93.0	92.4
62	95.7	95.4	94.8	94.3	93.8	93.3	92.8
63	95.9	95.6	95.1	94.6	94.1	93.6	93.1
64	96.2	95.9	95.4	94.9	94.5	94.0	93.5
65	96.4	96.1	95.7	95.2	94.8	94.3	93.9
66	96.6	96.4	95.9	95.5	95.1	94.6	94.2
67	96.8	96.6	96.2	95.8	95.4	94.9	94.5
68	97.1	96.9	96.4	96.0	95.6	95.3	94.9
69	97.3	97.0	96.7	96.3	95.9	95.6	95.2
70	97.5	97.3	96.9	96.6	96.2	95.9	95.5
71	97.6	97.4	97.1	96.8	96.5	96.1	95.8
72	97.8	97.6	97.3	97.0	96.7	96.4	96.1
73	98.0	97.8	97.5	97.2	96.9	96.7	96.4
74	98.1	98.0	97.7	97.4	97.2	96.9	96.6
75	98.3	98.2	97.9	97.7	97.4	97.2	96.9

*Age Nearest Birthday

APPENDIX A-7 (cont'd)

FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 33-1/3%

PARTICIPANT

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AGE*	62	63	64	65	66	67	68
41	84.7	83.6	82.6	81.6	80.6	79.3	78.1
42	84.9	83.9	82.9	81.9	80.9	79.6	78.4
43	85.2	84.2	83.2	82.2	81.2	80.0	78.7
44	85.5	84.5	83.5	82.5	81.5	80.3	79.0
45	85.8	84.8	83.8	82.8	81.8	80.6	79.4
46	86.1	85.2	84.2	83.2	82.2	81.0	79.7
47	86.5	85.5	84.5	83.5	82.6	81.3	80.1
48	86.8	85.8	84.9	83.9	82.9	81.7	80.5
49	87.2	86.2	85.2	84.3	83.3	82.1	80.9
50	87.5	86.5	85.6	84.6	83.7	82.5	81.3
51	87.9	86.9	86.0	85.0	84.1	82.9	81.7
52	88.2	87.3	86.4	85.4	84.5	83.3	82.2
53	88.6	87.7	86.8	85.9	84.9	83.8	82.6
54	89.0	88.1	87.2	86.3	85.4	84.2	83.1
55	89.3	88.4	87.6	86.7	85.8	84.6	83.5
56	89.7	88.8	88.0	87.1	86.2	85.1	84.0
57	90.1	89.3	88.4	87.5	86.7	85.6	84.5
58	90.5	89.7	88.8	88.0	87.2	86.1	85.0
59	90.9	90.1	89.2	88.4	87.6	86.5	85.5
60	91.3	90.5	89.7	88.9	88.1	87.0	85.9
61	91.6	90.9	90.1	89.3	88.5	87.5	86.5
62	92.0	91.3	90.5	89.8	89.0	88.0	87.0
63	92.4	91.7	91.0	90.2	89.5	88.5	87.5
64	92.8	92.1	91.4	90.7	90.0	89.0	88.0
65	93.2	92.5	91.8	91.1	90.5	89.5	88.6
66	93.5	92.9	92.2	91.6	90.9	90.0	89.1
67	93.9	93.3	92.6	92.0	91.4	90.5	89.6
68	94.3	93.7	93.1	92.5	91.8	91.0	90.1
69	94.6	94.0	93.5	92.9	92.3	91.5	90.7
70	95.0	94.4	93.9	93.3	92.8	92.0	91.2
71	95.3	94.8	94.2	93.7	93.2	92.4	91.7
72	95.6	95.1	94.6	94.1	93.6	92.9	92.1
73	95.9	95.4	95.0	94.5	94.0	93.3	92.6
74	96.2	95.8	95.3	94.9	94.4	93.8	98.1
75	96.5	96.1	95.7	95.3	94.8	94.2	93.6

*Age Nearest Birthday

APPENDIX A-7 (cont'd)

FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 33-113%

PARTICIPANT

AGE*	69	70	71	72	73	74	75
41	76.8	75.6	74.3	72.9	71.5	70.1	68.7
42	77.2	75.9	74.7	73.3	71.9	70.5	69.1
43	77.5	76.2	75.0	73.6	72.2	70.8	69.4
44	77.8	76.6	75.3	73.9	72.5	71.1	69.8
45	78.1	76.9	75.7	74.3	72.9	71.5	70.1
46	78.5	77.3	76.1	74.7	73.3	71.9	70.5
47	78.9	77.7	76.5	75.1	73.7	72.3	70.9
48	78.1	78.1	76.9	75.5	74.1	72.7	71.4
49	79.7	78.5	77.7	75.9	74.5	73.2	71.8
50	80.1	78.9	77.7	76.3	75.0	73.6	72.2
51	81.6	79.4	78.2	76.8	75.5	74.1	72.7
52	81.0	79.8	78.7	77.3	75.9	74.6	73.2
53	81.5	80.3	79.1	77.8	76.4	75.1	73.7
54	81.9	80.8	79.6	78.3	76.9	75.6	74.2
55	82.4	81.2	80.1	78.7	77.4	76.1	74.7
56	82.9	81.7	80.6	79.3	78.0	76.6	75.3
57	83.4	82.3	81.2	79.8	78.5	77.2	75.9
58	83.9	82.8	81.7	80.4	79.1	77.8	76.5
59	84.4	83.3	82.2	80.9	79.6	78.4	77.1
60	84.9	83.8	82.8	81.5	80.2	78.9	77.6
61	85.4	84.4	83.4	82.1	80.8	79.6	78.3
62	86.0	85.0	83.9	82.7	81.5	80.2	79.0
63	86.5	85.5	84.5	83.3	82.1	80.9	79.6
64	87.1	86.1	85.1	83.9	82.7	81.5	80.3
65	87.6	86.7	85.7	84.5	83.3	82.2	81.0
66	88.2	87.2	86.3	85.2	84.0	82.9	81.7
67	88.7	87.8	86.9	85.8	84.7	83.5	82.4
68	89.3	88.4	87.5	86.4	85.3	84.2	83.1
69	89.8	89.0	88.2	87.1	86.0	84.9	83.9
70	90.4	89.6	88.8	87.7	86.7	85.6	84.6
71	90.9	90.1	89.3	88.3	87.3	86.3	85.3
72	91.4	90.7	89.9	88.9	88.0	87.0	86.0
73	91.9	91.2	90.5	89.6	88.6	87.7	86.7
74	92.4	91.7	91.1	90.2	89.3	88.3	87.4
75	92.9	92.3	91.6	90.8	89.9	89.0	88.1

*Age Nearest Birthday

APPENDIX A-8
FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 50%
PARTICIPANT

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AGE*	41	42	43	44	45	46	47
41	95.0	94.5	94.0	93.6	93.1	92.6	91.9
42	95.2	94.7	94.3	93.8	93.3	92.8	92.2
43	95.4	94.9	94.5	94.0	93.5	93.1	92.4
44	95.6	95.1	94.7	94.2	93.8	93.3	92.7
45	95.8	95.3	94.9	94.4	94.0	93.5	92.9
46	96.0	95.5	95.1	94.7	94.2	93.8	93.2
47	96.1	95.7	95.3	94.9	94.5	94.0	93.5
48	96.3	95.9	95.5	95.1	94.7	94.3	93.7
49	96.5	96.1	95.7	95.3	94.9	94.5	94.0
50	96.7	96.3	95.9	95.5	95.1	94.8	94.2
51	96.8	96.5	96.1	95.7	95.4	95.0	94.5
52	97.0	96.6	96.3	95.9	95.6	95.2	94.7
53	97.2	96.8	96.5	96.1	95.8	95.5	95.0
54	97.3	97.0	96.7	96.3	96.0	95.7	95.2
55	97.5	97.2	96.9	96.5	96.2	95.9	95.5
56	97.6	97.3	97.0	96.7	96.4	96.1	95.7
57	97.8	97.5	97.2	96.9	96.6	96.3	95.9
58	97.9	97.6	97.4	97.1	96.8	96.5	96.1
59	98.0	97.8	97.5	97.3	97.0	96.7	96.4
60	98.2	97.9	97.7	97.4	97.2	97.0	96.6
61	98.3	98.0	97.8	97.6	97.4	97.1	96.8
62	98.4	98.2	98.0	97.7	97.5	97.3	97.0
63	98.5	98.3	98.1	97.9	97.7	97.5	97.2
64	98.6	98.4	98.2	98.0	97.8	97.6	97.4
65	98.7	98.5	98.4	98.2	98.0	97.8	97.5
66	98.8	98.6	98.5	98.3	98.1	98.0	97.7
67	98.9	98.7	98.6	98.4	98.3	98.1	97.9
68	99.0	98.8	98.7	98.5	98.4	98.2	98.0
69	99.1	98.9	98.8	98.7	98.5	98.4	98.2
70	99.2	99.0	98.9	98.8	98.6	98.5	98.3
71	99.2	99.1	99.0	98.9	98.7	98.6	98.4
72	99.3	99.2	99.1	98.9	98.8	98.7	98.6
73	99.3	99.2	99.1	99.0	98.9	98.8	98.7
74	99.4	99.3	99.2	99.1	99.0	98.9	98.8
75	99.5	99.4	99.3	99.2	99.1	99.0	98.9

*Age Nearest Birthday

APPENDIX A-8 (cont'd)

FACTORS TO BE USED FOR CONTINGENT ANUITY OF 50%

PARTICIPANT

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AGE*	48	49	50	51	52	53	54
41	91.3	90.6	90.0	89.3	88.5	87.7	86.
42	91.5	90.9	90.3	89.6	88.8	88.0	87.2
43	91.8	91.2	90.6	89.9	89.1	88.3	87.5
44	92.1	91.5	90.8	90.2	89.4	88.6	87.8
45	92.3	91.7	91.1	90.5	89.7	88.9	88.1
46	92.6	92.0	91.4	90.8	90.1	9.3	88.5
47	92.9	92.3	91.7	91.1	90.4	89.6	88.9
48	93.1	92.6	92.0	91.5	90.7	90.0	89.2
49	93.4	92.9	92.3	91.8	91.0	90.3	89.6
50	93.7	93.2	92.6	92.1	91.4	90.6	89.9
51	94.0	93.4	92.9	92.4	91.7	91.0	90.3
52	94.2	93.7	93.2	92.7	92.0	91.3	90.6
53	94.5	94.0	93.5	93.0	92.3	91.7	91.0
54	94.7	94.3	93.8	93.3	92.7	92.0	91.4
55	95.0	94.6	94.1	93.6	93.0	92.4	91.7
56	95.3	94.8	94.4	93.9	93.3	92.7	92.1
57	95.5	95.1	94.7	94.2	93.6	93.0	92.4
58	95.7	95.3	94.9	94.5	93.9	93.4	92.8
59	96.0	95.6	95.2	94.8	94.3	93.7	93.2
60	96.2	95.8	95.5	95.1	94.6	94.0	93.5
61	96.4	96.1	95.7	95.4	95.9	94.4	93.8
62	96.6	96.3	96.0	95.6	95.1	94.7	94.2
63	96.8	96.5	96.2	95.9	95.4	95.0	94.5
64	97.1	96.8	96.5	96.2	95.7	95.3	94.8
65	97.3	97.0	96.7	96.4	96.0	95.6	95.2
66	97.4	97.2	96.9	96.6	96.2	95.8	95.4
67	97.6	97.4	97.1	96.9	96.5	96.1	95.7
68	97.8	97.5	97.3	97.1	96.7	96.4	96.0
69	97.9	97.7	97.5	97.3	97.0	96.6	96.3
70	98.1	97.9	97.7	97.5	97.2	96.9	96.6
71	98.2	98.1	97.9	97.7	97.4	97.1	96.8
72	98.4	98.2	98.0	97.8	97.6	97.3	97.0
73	98.5	98.3	98.2	98.0	97.8	97.5	97.3
74	98.6	98.5	98.3	98.2	97.9	97.7	97.5
75	98.8	98.6	98.5	98.4	98.1	97.9	97.7

*Age Nearest Birthday

APPENDIX A-8 (cont'd)

FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 50%

PARTICIPANT

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AGE*	55	56	57	58	59	60	61
41	86.0	85.2	84.2	83.1	82.1	81.0	79.9
42	86.4	85.6	84.5	83.5	82.4	81.4	80.3
43	86.7	85.9	84.9	83.8	82.8	81.7	80.7
44	87.0	86.2	85.2	84.2	83.1	82.1	81.1
45	87.4	86.6	85.5	84.5	83.5	82.5	81.4
46	87.7	86.9	85.9	84.9	83.9	82.9	81.9
47	88.1	87.3	86.3	85.3	84.3	83.3	82.3
48	88.5	87.7	86.7	85.7	84.7	83.7	82.7
49	88.8	88.1	87.1	86.1	85.1	84.2	83.2
50	89.2	88.5	87.5	86.5	85.6	84.6	83.6
51	89.6	88.9	87.9	87.0	86.0	85.0	84.1
52	89.9	89.3	88.3	87.8	86.9	86.0	85.1
53	90.3	89.7	88.7	87.8	86.9	86.0	85.1
54	90.7	90.1	89.2	88.2	87.3	86.4	85.5
55	91.1	90.5	89.6	88.7	87.8	86.9	86.0
56	91.5	90.9	90.0	89.1	88.3	87.4	86.5
57	91.8	91.2	90.4	89.6	88.7	87.9	87.0
58	92.2	91.6	90.8	90.0	89.2	88.4	87.5
59	92.6	92.0	91.2	90.4	89.6	88.8	88.0
60	93.0	92.4	91.7	90.9	90.1	89.3	88.5
61	93.3	92.8	92.1	91.3	90.6	89.8	89.0
62	93.7	93.2	92.5	91.7	91.0	90.3	89.6
63	94.0	93.6	92.9	92.2	91.5	90.8	90.1
64	94.4	93.9	93.3	92.6	91.9	91.2	90.6
65	94.7	94.3	93.7	93.0	92.4	91.7	91.1
66	95.0	94.6	94.0	93.4	92.8	92.2	91.6
67	95.4	95.0	94.4	93.8	93.2	92.6	92.0
68	95.7	95.3	94.7	94.2	93.6	93.1	92.5
69	96.0	95.6	95.1	94.6	94.0	93.5	93.0
70	96.3	96.0	95.5	95.0	94.5	94.0	93.4
71	96.5	96.2	95.7	95.3	94.8	94.3	93.8
72	96.8	96.5	96.0	95.6	95.1	94.7	94.2
73	97.0	96.7	96.3	95.9	95.5	95.1	94.6
74	97.2	97.0	96.6	96.2	95.8	95.4	95.0
75	97.5	97.3	96.9	96.5	96.2	95.8	95.4

*Age Nearest Birthday

APPENDIX A-8 (cont'd)

FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 50%

PARTICIPANT

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AGE*	62	63	64	65	66	67	68
41	78.6	77.3	76.0	74.7	73.4	71.9	70.4
42	79.0	77.7	76.4	75.1	73.8	72.3	70.8
43	79.4	78.1	76.8	75.5	74.2	72.7	71.2
44	79.8	78.5	77.2	75.9	74.6	73.1	71.6
45	80.2	78.9	77.6	76.3	75.0	73.5	72.0
46	80.6	79.3	78.0	76.8	75.5	74.0	72.5
47	81.0	79.8	78.5	77.2	75.9	74.4	72.9
48	81.5	80.2	78.9	77.7	76.4	74.9	73.4
49	81.9	80.7	79.4	78.1	76.9	75.4	73.9
50	82.4	81.1	79.9	78.6	77.4	75.9	74.4
51	82.9	81.6	80.4	79.1	77.9	76.4	74.9
52	83.3	82.1	80.9	79.7	78.5	77.0	75.5
53	83.8	82.6	81.4	80.2	79.0	77.5	76.1
54	84.3	83.1	81.9	80.7	79.5	78.1	76.6
55	84.8	83.6	82.5	81.3	80.1	78.6	77.2
56	85.4	84.2	83.0	81.9	80.7	79.3	77.8
57	85.9	84.7	83.6	82.4	81.3	79.9	78.4
58	86.4	85.3	84.2	83.0	81.9	80.5	79.1
59	86.9	85.8	84.7	83.6	82.5	81.1	79.7
60	87.5	86.4	85.3	84.2	83.1	81.7	80.3
61	88.0	86.9	85.9	84.8	83.7	82.4	81.0
62	88.5	87.5	86.5	85.4	84.4	83.1	81.7
63	89.1	88.1	87.1	86.0	85.0	83.7	82.4
64	89.6	88.6	87.6	86.7	85.7	84.4	83.1
65	90.1	89.2	88.2	87.3	86.3	85.1	83.8
66	90.6	89.7	88.8	87.9	87.0	85.7	84.5
67	91.1	90.3	89.4	88.5	87.6	86.4	85.2
68	91.7	90.8	90.0	89.1	88.3	87.1	85.9
69	92.2	91.3	90.5	89.7	88.9	87.8	86.6
70	92.7	91.9	91.1	90.3	89.5	88.4	87.3
71	93.1	92.4	91.6	90.9	90.1	89.1	88.0
72	93.5	92.8	92.1	91.4	90.7	89.7	88.7
73	94.0	93.3	92.6	92.0	91.3	90.9	89.3
74	94.4	93.8	93.1	92.5	91.9	90.9	90.0
75	94.8	94.2	93.7	93.1	92.5	91.6	90.7

*Age Nearest Birthday.

APPENDIX A-8 (cont'd)

FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 50%

PARTICIPANT

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AGE	69	70	71	72	73	74	75
41	68.9	67.4	65.9	64.3	62.7	61.1	59.5
42	69.3	67.8	66.3	64.7	63.1	61.5	59.9
43	69.7	68.2	66.7	65.1	63.5	61.9	60.2
44	70.1	68.6	67.1	65.5	63.9	62.2	60.6
45	70.5	69.0	67.5	65.9	64.2	62.6	61.0
46	71.0	69.5	68.0	66.3	64.7	63.1	61.5
47	71.4	69.9	68.4	66.8	65.2	63.6	62.0
48	71.9	70.4	68.9	67.3	65.7	64.1	62.5
49	72.4	70.9	69.4	67.8	66.2	64.6	63.0
50	72.9	71.4	69.9	68.3	66.7	65.1	63.4
51	73.5	72.0	70.5	68.9	67.3	65.6	64.0
52	74.0	72.6	71.1	69.5	67.9	66.2	64.6
53	74.6	73.1	71.7	70.1	68.4	66.8	65.2
54	75.2	73.7	72.2	70.6	69.0	67.4	65.8
55	75.7	74.3	72.8	71.2	69.6	68.0	66.4
56	76.4	74.9	73.5	71.9	70.3	68.7	67.1
57	77.0	75.6	74.2	72.6	71.0	69.4	67.8
58	77.7	76.3	74.9	73.3	71.7	70.1	68.5
59	78.3	76.9	75.5	73.9	72.4	70.8	69.2
60	79.0	77.6	76.2	74.6	73.0	71.5	69.9
61	79.7	78.3	77.0	75.4	73.8	72.3	70.7
62	80.4	79.1	77.7	76.2	74.6	73.1	71.5
63	81.1	79.8	78.5	76.9	75.4	73.9	72.3
64	81.8	80.5	79.2	77.7	76.2	74.7	73.2
65	82.5	81.3	80.0	78.5	77.0	75.5	74.0
66	83.3	82.0	80.8	79.3	77.9	76.4	74.9
67	84.0	82.8	81.6	80.2	78.7	77.3	75.8
68	84.8	83.6	82.4	81.0	79.6	78.2	76.7
69	85.5	84.4	83.2	81.8	80.4	79.0	77.6
70	86.3	85.2	84.1	82.7	81.3	79.9	78.6
71	86.3	85.2	84.1	82.7	81.3	80.8	79.5
72	87.7	86.6	85.6	84.3	83.0	81.7	80.4
73	88.4	87.4	86.4	85.1	83.9	82.6	81.4
74	89.1	88.1	87.2	86.0	84.7	83.5	82.3
75	89.8	88.9	88.0	86.8	85.6	84.4	83.2

*Age Nearest Birthday.

APPENDIX A-9
FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 66-2/3%
PARTICIPANT

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AGE*	41	42	43	44	45	46	47
41	93.5	92.8	92.2	91.6	91.0	90.3	89.5
42	93.7	93.1	92.5	91.9	91.3	90.6	89.8
43	94.0	93.4	92.8	92.2	91.6	91.0	90.2
44	94.2	93.6	93.0	92.4	91.8	91.3	90.5
45	94.4	93.9	93.3	92.7	92.1	91.6	90.8
46	94.7	94.1	93.6	93.0	92.4	91.9	91.1
47	94.9	94.4	93.8	93.3	92.7	92.2	91.5
48	95.1	94.6	94.1	93.6	93.0	92.5	91.8
49	95.4	94.9	94.4	93.8	93.3	92.8	92.1
50	95.6	95.1	94.6	94.1	93.6	93.1	92.5
51	95.8	95.3	94.9	94.4	93.9	93.4	92.8
52	96.0	95.6	95.1	94.7	94.2	93.7	93.1
53	96.2	95.8	95.4	94.9	94.5	94.0	93.4
54	96.5	96.0	95.6	95.2	94.8	94.3	93.7
55	96.7	96.3	95.9	95.4	95.0	94.6	94.0
56	96.9	96.5	96.1	95.7	95.3	94.9	94.3
57	97.0	96.7	96.3	95.9	95.5	95.2	94.6
58	97.2	96.9	96.5	96.1	95.8	95.4	94.9
59	97.4	97.1	96.7	96.4	96.0	95.7	95.2
60	97.6	97.3	96.9	96.6	96.3	96.0	95.5
61	97.7	97.4	97.1	96.8	96.5	96.2	95.7
62	97.9	97.6	97.3	97.0	96.7	96.4	96.0
63	98.0	97.7	97.5	97.2	96.9	96.7	96.3
64	98.2	97.9	97.7	97.4	97.1	96.9	96.5
65	98.3	98.1	97.8	97.6	97.4	97.1	96.8
66	98.4	98.2	98.0	97.7	97.5	97.3	97.0
67	98.5	98.3	98.1	97.9	97.7	97.5	97.2
68	98.6	98.5	98.3	98.1	97.9	97.7	97.4
69	98.8	98.6	98.4	98.2	98.0	97.9	97.6
70	98.9	98.7	98.5	98.4	98.2	98.0	97.8
71	99.0	98.8	98.6	98.5	98.3	98.2	97.9
72	99.0	98.9	98.7	98.6	98.5	98.3	98.1
73	99.1	99.0	98.8	98.7	98.6	98.4	98.2
74	99.2	99.1	99.0	98.8	98.7	98.6	98.4
75	99.3	99.2	99.1	98.9	98.8	98.7	98.5

*Age Nearest Birthday.

APPENDIX A-9 (cont'd)

FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 66-2/3%

PARTICIPANT

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AGE*	48	49	50	51	52	53	54
41	88.7	87.9	87.1	86.3	85.3	84.3	83.2
42	89.0	88.2	87.4	86.6	85.6	84.6	83.6
43	89.4	88.6	87.8	87.0	86.0	85.0	84.0
44	89.7	88.9	88.2	87.4	86.4	85.4	84.4
45	90.0	89.3	88.5	87.7	86.8	85.8	84.8
46	90.4	89.6	88.9	88.1	87.2	86.2	85.2
47	90.7	90.0	89.3	88.5	87.6	86.6	85.7
48	91.1	90.4	89.6	88.9	88.0	87.1	86.1
49	91.4	90.7	90.0	89.3	88.4	87.5	86.6
50	91.8	91.1	90.4	89.7	88.8	87.9	87.0
51	92.1	91.4	90.8	90.1	89.2	88.3	87.5
52	92.4	91.8	91.2	90.5	89.6	88.8	87.9
53	92.8	92.2	91.5	91.9	90.1	89.2	88.4
54	93.1	92.5	91.9	91.3	90.5	89.6	88.8
55	93.5	92.9	92.3	91.7	90.9	90.1	89.3
56	93.8	93.2	92.6	92.1	91.3	90.5	89.7
57	94.1	93.5	93.0	92.5	90.9	90.2	
58	94.4	93.9	93.4	92.8	92.1	91.4	90.6
59	94.7	94.2	93.7	93.2	92.5	91.8	91.1
60	95.0	94.5	94.1	93.6	92.9	92.2	91.5
61	95.3	94.8	94.4	93.9	93.3	92.6	92.0
62	95.6	95.1	94.7	94.3	93.6	93.0	92.4
63	95.8	95.4	95.0	94.6	94.0	93.4	92.8
64	96.1	95.7	95.3	95.0	94.4	93.8	93.2
65	96.4	96.0	95.7	95.3	94.7	94.2	93.7
66	96.6	96.3	95.9	95.6	95.1	94.5	94.0
67	96.8	96.5	96.2	95.9	95.4	94.9	94.4
68	97.1	96.8	96.4	96.1	95.7	95.2	94.8
69	97.3	97.0	96.7	96.4	96.0	95.6	95.1
70	97.5	97.2	97.0	96.7	96.3	95.9	95.5
71	97.7	97.4	97.2	96.9	96.6	96.2	95.8
72	97.8	97.6	97.4	97.2	96.8	96.4	96.1
73	98.0	97.8	97.6	97.4	97.0	96.7	96.4
74	98.2	98.0	97.8	97.6	97.3	97.0	96.7
75	98.4	98.2	98.0	97.8	97.5	97.2	97.0

*Age Nearest Birthday.

APPENDIX A-9 (cont'd)

FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 66-2/3%

PARTICIPANT

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AGE*	55	56	57	58	59	60	61
41	82.2	81.2	80.0	78.7	77.5	76.2	74.9
42	82.6	81.6	80.4	79.1	77.9	76.6	75.4
43	83.0	82.0	80.8	79.6	78.3	77.1	75.8
44	83.4	82.4	81.2	80.0	78.7	77.5	76.3
45	83.8	82.9	81.6	80.4	79.2	77.9	76.7
46	84.3	83.3	82.1	80.9	79.7	78.4	77.2
47	84.7	83.8	82.6	81.4	80.2	78.9	77.7
48	85.2	84.3	83.1	81.9	80.7	79.5	78.2
49	85.6	84.7	83.5	82.3	81.1	80.0	78.8
50	86.1	85.2	84.0	82.8	81.6	80.5	79.3
51	86.6	85.7	84.5	83.4	82.2	81.0	79.9
52	87.0	86.2	85.0	83.9	82.7	81.6	80.4
53	87.5	86.7	85.5	84.4	83.3	82.2	81.0
54	88.0	87.2	86.1	84.9	83.8	82.7	81.6
55	88.5	87.7	86.6	85.5	84.4	83.3	82.2
56	88.9	88.2	87.1	86.0	84.9	83.9	82.8
57	89.4	88.7	87.6	86.6	85.5	84.5	83.4
58	89.9	89.2	88.1	87.1	86.1	85.1	84.0
59	90.4	89.7	88.7	87.7	86.7	85.7	84.7
60	90.9	90.2	89.2	88.2	87.2	86.3	85.3
61	91.3	90.6	89.7	88.8	87.8	86.9	85.9
62	91.8	91.1	90.2	89.3	88.4	87.5	86.6
63	92.2	91.6	90.7	89.8	89.0	88.1	87.2
64	92.7	92.1	91.2	90.4	89.5	88.7	87.8
65	93.1	92.6	91.7	90.9	90.1	89.3	88.5
66	93.5	93.0	92.2	91.4	90.6	89.8	89.1
67	93.9	93.4	92.7	91.9	91.2	90.4	89.7
68	94.3	93.8	93.1	92.4	91.7	91.0	90.3
69	94.7	94.3	93.6	92.9	92.2	91.5	90.9
70	95.1	94.7	94.0	93.4	92.7	92.1	91.5
71	95.4	95.0	94.4	93.8	93.2	92.6	92.0
72	95.7	95.4	94.8	94.2	93.6	93.1	92.5
73	96.0	95.7	95.2	94.6	94.1	93.5	93.0
74	96.4	96.0	95.5	95.0	94.5	94.0	93.5
75	96.7	96.4	95.9	95.4	95.0	94.5	94.0

*Age Nearest Birthday

APPENDIX A-9 (cont'd)

FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 66-2/3%

PARTICIPANT

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AGE*	62	63	64	65	66	67	68
41	73.4	71.9	70.4	68.9	67.5	65.8	64.1
42	73.9	72.4	70.9	69.4	67.9	66.2	64.6
43	74.3	72.8	71.3	69.8	68.3	66.7	65.0
44	74.8	73.3	71.8	70.3	68.8	67.1	65.4
45	75.2	73.7	72.2	70.7	69.2	67.6	65.9
46	75.7	74.2	72.7	71.3	69.8	68.1	66.4
47	76.2	74.8	73.3	71.8	70.3	68.6	67.0
48	76.8	75.3	73.8	72.3	70.9	69.2	67.5
49	77.3	75.8	74.3	72.9	71.4	69.7	68.0
50	77.8	76.3	74.9	73.4	71.9	70.3	68.6
51	78.4	76.9	75.5	74.0	72.6	70.9	69.2
52	79.0	77.5	76.1	74.6	73.2	71.5	69.9
53	79.6	78.1	76.7	75.3	73.8	72.2	70.5
54	80.2	78.7	77.3	75.9	74.5	72.8	71.1
55	80.8	79.3	77.9	76.5	75.1	73.4	71.8
56	81.4	80.0	78.6	77.2	75.8	74.2	72.5
57	82.0	80.7	79.3	77.9	76.5	74.9	73.2
58	82.7	81.3	80.0	78.6	77.2	75.6	74.0
59	83.3	82.0	80.6	79.3	78.0	76.3	74.7
60	84.0	82.6	81.3	80.0	78.7	77.1	75.4
61	84.6	83.3	82.0	80.7	79.5	77.9	76.3
62	85.3	84.0	82.8	81.5	80.2	78.7	77.1
63	86.0	84.7	83.5	82.2	81.0	79.5	77.9
64	86.6	85.4	84.2	83.0	81.8	80.3	78.7
65	87.3	86.1	84.9	83.7	82.6	81.1	79.5
66	87.9	86.8	85.6	84.5	83.4	81.9	80.4
67	88.6	87.5	86.4	85.3	84.2	82.7	81.3
68	89.2	88.1	87.1	86.0	84.9	83.5	82.1
69	89.8	88.8	87.8	86.8	85.7	84.4	83.0
70	90.5	89.5	88.5	87.5	86.5	85.2	83.8
71	91.0	90.1	89.1	88.2	87.3	86.0	84.7
72	91.6	90.7	89.8	88.9	88.0	86.7	85.5
73	92.1	91.3	90.4	89.6	88.7	87.5	86.3
74	92.7	91.9	91.1	90.3	89.5	88.3	87.1
75	93.3	92.5	91.7	90.9	90.2	89.1	87.9

*Age Nearest Birthday

APPENDIX A-9 (cont'd)

FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 66-23%

PARTICIPANT

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AGE*	69	70	71	72	73	74	75
41	62.5	60.8	59.2	57.5	55.8	54.1	52.4
42	62.9	61.2	59.6	57.9	56.2	54.5	52.8
43	63.3	61.7	60.0	58.3	56.6	54.9	53.2
44	63.8	62.1	60.4	58.7	57.0	55.3	53.6
45	64.2	62.5	60.9	59.2	57.5	55.7	54.0
46	64.8	63.1	61.4	59.7	58.0	56.3	54.5
47	65.3	63.6	61.9	60.2	58.5	56.8	55.1
48	65.8	64.2	62.5	60.7	59.0	57.3	55.6
49	66.4	64.7	63.0	61.3	59.5	57.8	56.1
50	66.9	65.2	63.5	61.8	60.1	58.3	56.6
51	67.5	65.9	64.2	62.4	60.7	59.0	57.2
52	68.2	66.5	64.8	63.1	61.3	59.6	57.8
53	68.8	67.2	65.5	63.7	62.0	60.2	58.5
54	69.5	67.8	66.1	64.4	62.6	60.9	59.1
55	70.1	68.4	66.8	65.0	63.3	61.5	59.7
56	70.9	69.2	67.5	65.8	64.0	62.3	60.5
57	71.6	70.0	68.3	66.5	64.8	63.0	61.3
58	72.3	70.7	69.1	67.3	65.5	63.8	62.0
59	73.1	71.5	69.8	68.1	66.3	64.5	62.8
60	73.8	72.2	70.6	68.8	67.1	65.3	63.5
61	74.7	73.1	71.5	69.7	68.0	66.2	64.4
62	75.5	73.9	72.4	70.6	68.9	67.1	65.4
63	76.3	74.8	73.2	71.5	69.8	68.0	66.3
64	77.2	75.7	74.1	72.4	70.7	68.9	67.2
65	78.0	76.5	75.0	73.3	71.6	69.8	68.1
66	78.9	77.4	76.0	74.3	72.6	70.9	69.2
67	79.8	78.4	76.9	75.2	73.6	71.9	70.2
68	80.7	79.3	77.9	76.2	74.6	72.9	71.2
69	81.6	80.2	78.8	77.2	75.6	73.9	72.3
70	82.5	81.2	79.8	78.2	76.6	75.0	73.3
71	83.4	82.1	80.8	79.2	77.6	76.0	74.4
72	84.2	83.0	81.7	80.2	78.6	77.1	75.5
73	85.1	83.9	82.7	81.2	79.7	78.2	76.6
74	86.0	84.8	83.6	82.2	80.7	79.2	77.7
75	86.8	85.7	84.6	83.1	81.7	80.3	78.9

*Age Nearest Birthday

APPENDIX A-10
FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 75%
PARTICIPANT

AGE*	41	42	43	44	45	46	47
41	92.7	92.0	91.3	90.6	90.0	89.3	88.4
42	93.0	92.3	91.6	91.0	90.3	89.6	88.7
43	93.3	92.6	91.9	91.3	90.6	89.9	89.1
44	93.5	92.9	92.2	91.6	90.9	90.3	89.4
45	93.8	93.2	92.5	91.9	91.3	90.6	89.8
46	94.1	93.4	92.8	92.2	91.6	91.0	90.1
47	94.3	93.7	93.1	92.5	91.9	91.3	90.5
48	94.6	94.0	93.4	92.8	92.2	91.7	90.9
49	94.8	94.3	93.7	93.1	92.6	92.0	91.2
50	95.1	94.5	94.0	93.4	92.9	92.3	91.6
51	95.3	94.8	94.3	93.7	93.2	92.7	91.9
52	95.6	95.1	94.5	94.0	93.5	93.0	92.3
53	95.8	95.3	94.8	94.3	93.8	93.3	92.6
54	96.0	95.6	95.1	94.6	94.1	93.7	93.0
55	96.3	95.8	95.4	94.9	94.5	94.0	93.4
56	96.5	96.0	95.6	95.2	94.7	94.3	93.7
57	96.7	96.3	95.8	95.4	95.0	94.6	94.0
58	96.9	96.5	96.1	95.7	95.3	94.9	94.3
59	97.1	96.7	96.3	95.9	95.6	95.2	94.6
60	97.3	96.9	96.6	96.2	95.9	95.5	95.0
61	97.4	97.1	96.8	96.4	96.1	95.8	95.2
62	97.6	97.3	97.0	96.6	96.3	96.0	95.5
63	97.8	97.5	97.2	96.9	96.6	96.3	95.8
64	97.9	97.7	97.4	97.1	96.8	96.5	96.1
65	98.1	97.8	97.6	97.3	97.0	96.8	96.4
66	98.2	98.0	97.7	97.5	97.2	97.0	96.6
67	98.4	98.1	97.9	97.6	97.4	97.2	96.8
68	98.5	98.3	98.0	97.8	97.6	97.4	97.0
69	98.6	98.4	98.2	98.0	97.8	97.6	97.3
70	98.7	98.5	98.4	98.2	98.0	97.8	97.5
71	98.8	98.6	98.5	98.3	98.1	97.9	97.7
72	98.9	98.8	98.6	98.4	98.3	98.1	97.8
73	99.0	98.9	98.7	98.6	98.4	98.3	98.0
74	99.1	99.0	98.8	98.7	98.5	98.4	98.2
75	99.2	99.1	98.9	98.8	98.7	98.6	98.4

*Age Nearest Birthday

APPENDIX A-10 (cont'd)

FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 75%

PARTICIPANT

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AGE*	48	49	50	51	52	53	54
41	87.5	86.6	85.7	84.8	83.7	82.6	81.5
42	87.8	87.0	86.1	85.2	84.1	83.1	82.0
43	88.2	87.3	86.5	85.6	84.5	83.5	82.4
44	88.6	87.7	86.9	86.0	85.0	83.9	82.8
45	88.9	88.1	87.3	86.4	85.4	84.3	83.2
46	89.2	88.5	87.7	86.8	85.8	84.8	83.7
47	89.7	88.9	88.1	87.3	86.2	85.2	84.2
48	90.1	89.3	88.5	87.7	86.7	85.7	84.7
49	90.5	89.7	88.9	88.1	87.1	86.1	85.1
50	90.8	90.1	89.3	88.6	87.6	86.6	85.6
51	91.2	90.5	89.7	89.0	88.0	87.1	86.1
52	91.6	90.9	90.2	89.4	88.5	87.6	86.6
53	92.0	91.3	90.6	89.9	89.0	88.0	87.1
54	92.3	91.7	91.0	90.3	89.4	88.5	87.6
55	92.7	92.1	91.4	90.8	89.9	89.0	88.1
56	93.1	92.4	91.8	91.2	90.3	89.5	88.6
57	93.4	92.8	92.2	91.6	90.8	89.9	89.1
58	93.7	93.2	92.6	92.0	91.2	90.4	89.6
59	94.1	93.5	93.0	92.4	91.6	90.9	90.1
60	94.4	93.9	93.4	92.8	92.1	91.3	90.6
61	94.7	94.2	93.7	93.2	92.5	91.8	91.1
62	95.0	94.6	94.1	93.6	92.9	92.2	91.5
63	95.3	94.9	94.4	94.0	93.3	92.6	92.0
64	95.7	95.2	94.8	94.4	93.7	93.1	92.5
65	96.0	95.5	95.1	94.7	94.1	93.5	92.9
66	96.2	95.8	95.4	95.1	94.5	93.9	93.3
67	96.5	96.1	95.7	95.4	94.8	94.3	93.7
68	96.7	96.4	96.0	95.7	95.2	94.7	94.1
69	97.0	96.6	96.3	96.0	95.5	95.0	94.6
70	97.2	96.9	96.6	96.3	95.9	95.4	95.0
71	97.4	97.1	96.8	96.6	96.1	95.7	95.3
72	97.6	97.3	97.1	96.8	96.4	96.0	95.6
73	97.8	97.5	97.3	97.1	96.7	96.3	95.9
74	98.0	97.7	97.5	97.3	97.0	96.6	96.3
75	98.2	98.0	97.7	97.5	97.2	96.9	96.6

*Age Nearest Birthday

APPENDIX A-10 (cont'd)

FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 75%

PARTICIPANT

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AGE*	55	56	57	58	59	60	61
41	80.4	79.4	78.0	76.7	75.3	74.0	72.7
42	80.9	79.8	78.5	77.1	75.8	74.5	73.1
43	881.3	80.2	78.9	77.6	76.3	74.9	73.6
44	81.7	80.7	79.4	78.0	76.7	75.4	74.1
45	82.2	81.1	79.8	78.5	77.2	75.8	74.5
46	82.7	81.6	80.3	79.0	77.7	76.4	75.1
47	83.2	82.1	80.8	79.5	78.2	76.9	75.6
48	83.6	82.6	81.3	80.1	78.8	77.5	76.2
49	84.1	83.1	81.9	80.6	79.3	78.0	76.7
50	84.6	83.6	82.4	81.1	79.8	78.6	77.3
51	85.1	84.2	82.9	81.7	80.4	79.2	77.9
52	85.7	84.7	83.5	82.2	81.0	79.8	78.5
53	86.2	85.3	84.0	82.8	81.6	80.4	79.1
54	86.7	85.8	84.6	83.4	82.2	81.0	79.8
55	87.2	86.3	85.1	84.0	82.8	81.6	80.4
56	87.7	86.9	85.7	84.6	83.4	82.2	81.1
57	88.3	87.4	86.3	85.2	84.0	82.9	81.7
58	88.8	88.0	86.9	85.7	84.6	83.5	82.4
59	89.3	88.5	87.4	86.3	85.3	84.2	83.1
60	89.8	89.1	88.0	86.9	85.9	84.8	83.7
61	90.3	89.6	88.6	87.5	86.5	85.5	84.4
62	90.8	90.1	89.1	88.1	87.1	86.1	85.1
63	91.3	90.7	89.7	88.7	87.8	86.8	85.8
64	91.8	91.2	90.2	89.3	88.4	87.4	86.5
65	92.3	91.7	90.8	89.9	89.0	88.1	87.2
66	92.8	92.2	91.3	90.4	89.6	88.7	87.9
67	93.2	92.6	91.8	91.0	90.2	89.3	88.5
68	93.6	93.1	92.3	91.5	90.7	90.0	89.2
69	94.1	93.6	92.8	92.1	91.3	90.6	89.8
70	94.5	94.1	93.3	92.6	91.9	91.2	90.5
71	94.9	94.4	93.8	93.1	92.4	91.7	91.1
72	95.2	94.8	94.2	93.5	92.9	92.3	91.6
73	95.6	95.2	94.6	94.0	93.4	92.8	92.2
74	95.9	95.6	95.0	94.4	93.9	93.3	92.8
75	96.3	96.0	95.4	94.9	94.4	93.9	93.3

*Age Nearest Birthday

APPENDIX A-10 (cont'd)

FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 75%

PARTICIPANT

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AGE*	62	63	64	65	66	67	68.
41	71.1	69.5	68.0	66.4	64.8	63.1	61.4
42	71.6	70.0	68.4	66.8	65.3	63.6	61.9
43	72.0	70.5	68.9	67.3	65.7	64.0	62.3
44	72.5	70.9	69.3	67.8	66.2	64.5	62.8
45	73.0	71.4	69.8	68.2	66.7	64.9	63.2
46	73.5	71.9	70.4	68.8	67.2	65.5	63.8
47	74.1	72.5	70.9	69.4	67.8	66.1	64.3
48	74.6	73.1	71.5	69.9	68.4	66.6	64.9
49	75.2	73.6	72.1	70.5	68.9	67.2	65.5
50	75.7	74.2	72.6	71.1	69.5	67.8	66.0
51	76.4	74.8	73.3	71.7	70.2	68.4	66.7
52	77.0	75.4	73.9	72.4	70.8	69.1	67.3
53	77.6	76.1	74.6	73.0	71.5	69.8	68.0
54	78.2	76.7	75.2	73.7	72.2	70.4	68.7
55	78.9	77.4	75.9	74.3	72.8	71.1	69.3
56	79.6	78.1	76.6	75.1	73.6	71.9	70.1
57	80.3	78.8	77.3	75.8	74.4	72.6	70.9
58	80.9	79.5	78.0	76.6	75.1	73.4	71.7
59	81.6	80.2	78.8	77.3	75.9	74.2	72.4
60	82.3	80.9	79.5	78.1	76.6	74.9	73.2
61	83.0	81.6	80.3	78.9	77.5	75.8	74.1
62	83.8	82.4	81.0	79.7	78.3	76.6	75.0
63	84.5	83.1	81.8	80.5	79.1	77.5	75.8
64	85.2	83.9	82.6	81.3	80.0	78.3	76.7
65	85.9	84.6	83.4	82.1	80.8	79.2	77.6
66	86.6	85.4	84.1	82.9	81.7	80.1	78.5
67	87.3	86.1	84.9	83.7	82.5	81.0	79.4
68	88.0	86.9	85.7	84.5	83.4	81.9	80.3
69	88.7	87.6	86.5	85.4	84.2	82.8	81.3
70	89.4	88.3	87.3	86.2	85.1	83.6	82.2
71	90.0	89.0	88.0	86.9	85.9	84.5	83.1
72	90.6	89.7	88.7	87.7	86.7	85.3	84.0
73	91.3	90.3	89.4	88.4	87.5	86.2	84.9
74	91.9	91.0	90.1	89.2	88.3	87.0	85.8
75	92.5	91.6	90.8	89.9	89.1	87.9	86.6

*Age Nearest Birthday

APPENDIX A-10 (cont'd)

FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 75%

PARTICIPANT

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AGE*	69	70	71	72	73	74	75
41	59.7	58.0	56.3	54.6	52.9	51.2	49.5
42	60.1	58.4	56.7	55.0	53.3	51.6	49.9
43	60.6	58.9	57.2	55.4	53.7	52.0	50.3
44	61.0	59.3	57.6	55.9	54.1	52.4	50.7
45	61.5	59.8	58.0	56.3	54.6	52.8	51.1
46	62.0	60.3	58.6	56.8	55.1	53.4	51.6
47	62.6	60.9	59.1	57.4	55.6	53.9	52.1
48	63.2	61.4	59.7	57.9	56.2	54.4	52.7
49	63.7	62.0	60.2	58.5	56.7	54.9	53.2
50	64.3	62.5	60.8	59.0	57.2	55.5	53.7
51	64.9	63.2	61.4	59.7	57.9	56.1	54.3
52	65.6	63.9	62.1	60.3	58.5	56.8	55.0
53	66.3	64.5	62.8	61.0	59.2	57.4	55.6
54	66.9	65.2	63.5	61.6	59.8	58.0	56.2
55	67.6	65.9	64.1	62.3	60.5	58.7	56.9
56	68.4	66.6	64.9	63.1	61.3	59.5	57.7
57	69.2	67.4	65.7	63.9	62.1	60.3	58.4
58	69.9	68.2	66.5	64.7	62.9	61.0	59.2
59	70.7	69.0	67.3	65.5	63.6	61.8	60.0
60	71.5	69.8	68.1	66.3	64.4	62.6	60.8
61	72.4	70.7	69.0	67.2	65.4	63.6	61.7
62	73.3	71.6	69.9	68.1	66.3	64.5	62.7
63	74.2	72.5	70.9	69.1	67.2	65.4	63.6
64	75.1	73.4	71.8	70.0	68.2	66.4	64.6
65	76.0	74.3	72.7	70.9	69.1	67.3	65.5
66	76.9	75.3	73.8	72.0	70.2	68.4	66.6
67	77.9	76.3	74.8	73.0	71.2	69.5	67.7
68	78.8	77.3	75.8	74.0	72.3	70.5	68.8
69	79.8	78.3	76.8	75.1	73.4	71.6	69.9
70	80.7	79.3	77.8	76.1	74.4	72.7	71.0
71	81.7	80.3	78.9	77.2	75.5	73.8	72.2
72	82.6	81.3	79.9	78.3	76.6	75.0	73.3
73	83.6	82.2	80.9	79.3	77.7	76.1	74.5
74	84.5	83.2	82.0	80.4	78.8	77.2	75.7
75	85.4	84.2	83.0	81.4	79.9	78.4	76.8

*Age Nearest Birthday

APPENDIX A-11
FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 100%
PARTICIPANT

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AGE*	41	42	43	44	45	46	47
41	90.5	89.6	88.8	87.9	87.0	86.2	85.1
42	90.9	90.0	89.2	88.3	87.5	86.6	85.5
43	91.2	90.4	89.5	88.7	87.9	87.0	86.0
44	91.5	90.7	89.9	89.1	88.3	87.4	86.4
45	91.9	91.1	90.3	89.5	88.7	87.9	86.8
46	92.2	91.4	90.7	89.9	89.1	88.3	87.3
47	92.6	91.8	91.0	90.3	89.5	88.7	87.7
48	92.9	92.2	91.4	90.7	89.9	89.2	88.2
49	93.2	92.5	91.8	91.1	90.3	89.6	88.6
50	93.6	92.9	92.2	91.5	90.8	90.0	89.1
51	93.9	93.2	92.5	91.8	91.2	90.5	89.6
52	94.2	93.5	92.9	92.2	91.5	90.9	90.0
53	94.5	93.8	93.2	92.6	91.9	91.3	90.4
54	94.8	94.2	93.6	93.0	92.3	91.7	90.9
55	95.1	94.5	93.9	93.3	92.7	92.2	91.3
56	95.4	94.8	94.2	93.7	93.1	92.5	91.8
57	95.6	95.1	94.5	94.0	93.5	92.9	92.2
58	95.9	95.4	94.9	94.3	93.8	93.3	92.6
59	96.1	95.7	95.2	94.7	94.2	93.7	93.0
60	96.4	95.9	95.5	95.0	94.5	94.1	93.4
61	96.6	96.2	95.7	95.3	94.9	94.4	93.8
62	96.8	96.4	96.0	95.6	95.2	94.7	94.1
63	97.1	96.7	96.3	95.9	95.5	95.1	94.5
64	97.3	96.9	96.5	96.2	95.8	95.4	94.9
65	97.5	97.1	96.8	96.4	96.1	95.7	95.2
66	97.6	97.3	97.0	96.7	96.3	96.0	95.5
67	97.8	97.5	97.2	96.9	96.6	96.3	95.8
68	98.0	97.7	97.4	97.1	96.8	96.5	96.1
69	98.2	97.9	97.6	97.3	97.1	96.8	96.4
70	98.3	98.1	97.8	97.6	97.3	97.1	96.7
71	98.4	98.2	98.0	97.7	97.5	97.3	96.9
72	98.6	98.3	98.1	97.9	97.7	97.5	97.1
73	98.7	98.5	98.3	98.1	97.9	97.7	97.4
74	98.8	98.6	98.4	98.3	98.1	97.9	97.6
75	98.9	98.8	98.6	98.4	98.3	98.1	97.8

*Age Nearest Birthday

APPENDIX A-11 (cont'd)

FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 100%

PARTICIPANT

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AGE	48	49	50	51	52	53	54
41	84.0	82.9	81.8	80.7	79.4	78.1	76.8
42	84.5	83.4	82.3	81.2	79.9	78.6	77.3
43	84.9	83.8	82.8	81.7	80.4	79.1	77.9
44	85.3	84.3	83.2	82.2	80.9	79.6	78.4
45	85.8	84.8	83.7	82.7	81.4	80.1	78.9
46	86.3	85.2	84.2	83.2	81.9	80.7	79.4
47	86.7	85.7	84.7	83.7	82.5	81.2	80.0
48	87.2	86.2	85.2	84.3	83.0	81.8	80.6
49	87.7	86.7	85.8	84.8	83.6	82.4	81.1
50	88.2	87.2	86.3	85.3	84.1	82.9	81.7
51	88.6	87.7	86.8	85.9	84.7	83.5	82.3
52	89.1	88.2	87.3	86.4	85.3	84.1	82.9
53	89.6	88.7	87.8	87.0	85.8	84.7	83.5
54	90.0	89.2	88.3	87.5	86.4	85.3	84.2
55	90.5	89.7	88.9	88.0	87.0	85.9	84.8
56	91.0	90.2	89.4	88.6	87.5	86.4	85.4
57	91.4	90.6	89.9	89.1	88.1	87.0	86.0
58	91.8	91.1	90.4	89.6	88.6	87.6	86.6
59	92.3	91.4	90.9	90.2	89.2	88.2	87.2
60	92.7	92.0	91.4	90.7	89.7	88.8	87.8
61	93.1	92.5	91.8	91.2	90.3	89.3	88.4
62	93.5	92.9	92.3	91.6	90.8	89.9	89.0
63	93.9	93.3	92.7	92.1	91.3	90.4	89.6
64	94.3	93.7	93.2	92.6	91.8	91.0	90.2
65	94.7	94.2	93.6	93.1	92.3	91.6	90.8
66	95.0	94.5	94.0	93.5	92.8	92.0	91.3
67	95.3	94.9	94.4	93.9	93.2	92.5	91.8
68	95.7	95.2	94.8	94.3	93.7	93.0	92.4
69	96.0	95.6	95.2	94.7	94.1	93.5	92.9
70	96.3	95.9	95.5	95.2	94.6	94.0	93.4
71	96.6	96.2	95.8	95.5	94.9	94.4	93.8
72	96.8	96.5	96.1	95.8	95.3	94.8	94.2
73	97.1	96.7	96.4	96.1	95.6	95.1	94.7
74	97.3	97.0	96.7	96.4	96.0	95.5	95.1
75	97.6	97.3	97.0	96.8	96.3	95.9	95.5

*Age Nearest Birthday

APPENDIX A-11 (cont'd)

FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 100%

PARTICIPANT

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AGE	55	56	57	58	59	60	61
41	75.5	74.2	72.7	71.2	69.7	68.1	66.6
42	76.1	74.8	73.2	71.7	70.2	68.7	67.1
43	76.6	75.3	73.8	72.2	70.7	69.2	67.6
44	77.1	75.8	74.3	72.7	71.2	69.7	68.2
45	77.6	76.3	74.8	73.3	71.7	70.2	68.7
46	78.2	76.9	75.4	73.9	72.4	70.8	69.3
47	78.8	77.5	76.0	74.5	73.0	71.5	70.0
48	79.3	78.1	76.6	75.1	73.6	72.1	70.6
49	79.9	78.7	77.2	75.7	74.2	73.3	71.2
50	80.5	79.3	77.8	76.3	74.8	74.0	71.8
51	81.1	80.0	78.5	77.0	75.5	74.0	72.6
52	81.8	80.6	79.1	77.7	76.2	74.8	73.3
53	82.4	81.3	79.8	78.4	76.9	75.5	74.0
54	83.0	81.9	80.5	79.0	77.6	76.2	74.7
55	83.7	82.6	81.1	79.7	78.3	76.9	75.5
56	84.3	83.2	81.8	80.4	79.1	77.7	76.3
57	85.0	83.9	82.5	81.2	79.8	78.4	77.1
58	85.6	84.6	83.2	81.9	80.5	79.2	77.8
59	86.2	85.3	83.9	82.6	81.3	80.0	78.6
60	86.9	85.9	84.6	83.3	82.0	80.7	79.4
61	87.5	86.6	85.3	84.1	82.8	81.5	80.3
62	88.1	87.3	86.0	84.8	83.6	82.3	81.1
63	88.8	87.9	86.7	85.5	84.3	83.1	81.9
64	89.4	88.6	87.4	86.3	85.1	83.9	82.8
65	90.0	89.2	88.1	87.0	85.9	84.7	83.6
66	90.6	89.8	88.8	87.7	86.6	85.5	84.4
67	91.1	90.4	89.4	88.4	87.3	86.3	85.3
68	91.7	91.0	90.0	89.0	88.1	87.1	86.1
69	92.3	91.6	90.7	89.7	88.8	87.8	86.9
70	92.8	92.2	91.3	90.4	89.5	88.6	87.7
71	93.3	92.7	91.9	91.0	90.1	89.3	88.4
72	93.7	93.2	92.4	91.6	90.8	90.0	89.1
73	94.2	93.7	92.9	92.2	91.4	90.6	89.9
74	94.6	94.2	93.5	92.7	92.0	91.3	90.6
75	95.1	94.7	94.0	93.3	92.6	92.0	91.3

*Age Nearest Birthday

APPENDIX A-11 (cont'd)

FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 100%

PARTICIPANT

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AGE	62	63	64	65	66	67	68
41	64.9	63.2	61.4	59.7	58.0	56.2	54.5
42	65.4	63.7	62.0	60.2	58.5	56.7	54.9
43	65.9	64.2	62.5	60.7	59.0	57.2	55.4
44	66.4	64.7	63.0	61.2	59.5	57.7	55.9
45	67.0	65.2	63.5	61.7	60.0	58.2	56.4
46	67.6	65.8	64.1	62.4	60.6	58.8	57.0
47	68.2	66.5	64.7	63.0	61.2	59.4	57.6
48	68.8	67.1	65.3	63.6	61.8	60.0	58.2
49	69.5	67.7	66.0	64.2	62.5	60.6	58.8
50	70.1	68.3	66.6	64.8	63.1	61.2	59.4
51	70.8	69.1	67.3	65.6	63.8	62.0	60.1
52	71.5	69.8	68.1	66.3	64.6	62.7	60.8
53	72.3	70.5	68.8	67.0	65.3	63.4	61.5
54	73.0	71.3	69.5	67.8	66.0	64.1	62.3
55	73.7	72.0	70.3	68.5	66.8	64.9	63.0
56	74.5	72.8	71.1	69.4	67.6	65.7	63.8
57	75.3	73.6	71.9	70.2	68.5	66.6	64.7
58	76.2	74.5	72.8	71.1	69.4	67.5	65.6
59	77.0	75.3	73.6	71.9	70.2	68.3	66.4
60	77.8	76.1	74.4	72.8	71.1	69.2	67.3
61	78.6	77.0	75.3	73.7	72.1	70.2	68.3
62	79.5	77.9	76.3	74.7	73.0	71.1	69.3
63	80.4	78.8	77.2	75.6	74.0	72.1	70.3
64	81.2	79.7	78.1	76.5	75.0	73.1	71.2
65	82.1	80.6	79.0	77.5	75.9	74.1	72.2
66	82.9	81.5	80.0	78.5	77.0	75.1	73.3
67	83.8	82.4	80.9	79.4	78.0	76.2	74.4
68	84.7	83.3	81.8	80.4	79.0	77.3	75.5
69	85.5	84.2	82.8	81.4	80.0	78.3	76.6
70	86.4	85.1	83.7	82.4	81.1	79.4	77.6
71	87.1	85.9	84.6	83.3	82.0	80.4	78.7
72	87.9	86.7	85.5	84.2	83.0	81.4	79.8
73	88.7	87.5	86.3	85.2	84.0	82.4	80.8
74	89.5	88.3	87.2	86.1	85.0	83.5	81.9
75	90.2	89.2	88.1	87.0	86.0	84.5	83.0

*Age Nearest Birthday

APPENDIX A-12
FACTORS TO BE USED FOR CONTINGENT ANNUITY OF 100%
PARTICIPANT

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AGE*	69	70	71	72	73	74	75
41	52.7	50.9	49.1	47.4	45.8	44.1	42.4
42	53.1	51.4	49.6	47.9	46.2	44.5	42.8
43	53.6	51.8	50.0	48.3	46.6	44.9	43.2
44	54.1	52.3	50.5	48.7	47.0	45.3	43.6
45	54.5	52.7	50.9	49.2	47.4	45.7	44.0
46	55.1	53.3	51.5	49.7	48.0	46.2	44.5
47	55.7	53.9	52.0	50.3	48.5	46.8	45.0
48	56.3	54.5	52.6	50.8	49.1	47.3	45.5
49	56.9	55.0	53.2	51.4	49.6	47.8	46.0
50	57.5	55.6	53.8	51.9	50.1	48.3	46.5
51	58.2	56.3	54.5	52.6	50.8	49.0	47.2
52	58.9	57.0	55.2	53.3	51.5	49.7	47.8
53	59.6	57.8	55.9	54.0	52.2	50.3	48.5
54	60.4	58.5	56.6	54.7	52.8	51.0	49.1
55	61.1	59.2	57.3	55.4	53.5	51.6	49.8
56	61.9	60.0	58.1	56.2	54.4	52.5	50.6
57	62.8	60.9	59.0	57.1	55.2	53.3	51.4
58	63.7	61.7	59.8	57.9	56.0	54.1	52.2
59	64.5	62.6	60.7	58.8	56.8	54.9	53.0
60	65.4	63.5	61.5	59.6	57.7	55.7	53.8
61	66.4	64.5	62.6	60.6	58.7	56.7	54.8
62	67.4	65.5	63.6	61.6	59.7	57.7	55.8
63	68.4	66.5	64.6	62.7	60.7	58.8	56.8
64	69.4	67.5	65.6	63.7	61.7	59.8	57.8
65	70.4	68.5	66.7	64.7	62.7	60.8	58.8
66	71.5	69.7	67.8	65.9	63.9	62.0	60.0
67	72.6	70.8	69.0	67.0	65.1	63.1	61.2
68	73.7	71.9	70.2	68.2	66.3	64.3	62.4
69	74.8	73.1	71.3	69.4	67.5	65.5	63.6
70	75.9	74.2	72.5	70.6	68.6	66.7	64.8
71	77.0	75.4	73.7	71.8	69.9	68.0	66.1
72	78.2	76.5	74.9	73.0	71.2	69.3	67.4
73	79.3	77.7	76.1	74.3	72.4	70.6	68.7
74	80.4	78.9	77.3	75.3	73.7	71.9	70.0
75	81.5	80.0	78.5	76.7	74.9	73.1	71.4

*Age Nearest Birthday

APPENDIX A-13
Window Retirement Benefit

1.1 **Window Retirement Benefit** - A Participant for purposes of Part A of the Plan who is a Window Retiree (as defined in Section 1.2 of this Appendix A-13) shall be entitled to the following additional benefits under Part A of the Plan:

(a) A Window Retiree may elect during the Window Retirement Benefit Election Period (as defined in Section 1.2 of this Appendix A-13) to have the Actuarial Equivalent of his Window Retirement Benefit (as defined in subparagraph 1.1(d)) paid in the same form and the same manner as provided under and in accordance with Article A-6 and Article A-8 of the Plan, as applicable, with such payments having a benefit commencement date of December 1, 2015. Notwithstanding the foregoing, if the Window Retiree is not otherwise eligible to commence payments under the Plan as of December 1, 2015 save for this Plan amendment regarding this Window Retirement Benefit, the sole annuity forms of payment available under the Window Retirement Benefit shall be limited to a Single Life Annuity, as described in Section A-8.5(a) of the Plan, or a 50% Qualified Joint and Survivor Annuity or a 75% Joint and Survivor Annuity (meaning a Qualified Joint and Survivor Annuity as defined in Section A-2.26, but substituting 75% for 50%) with a spousal beneficiary only, with no ancillary or supplemental benefits.

(b) Alternatively, subject to the spousal consent provisions of Section A-8.1 of the Plan which are applicable to optional forms of payment under the Plan, a Window Retiree may elect during the Window Retirement Benefit Election Period to have the Actuarial Equivalent of his Normal Retirement Benefit determined under Article-6 of the Plan as of his Normal Retirement Date, with no ancillary or supplemental benefits, paid to him in a single lump sum payment with a benefit commencement date of December 1, 2015.

(c) Upon payment of a Window Retiree's Window Retirement Benefit in a lump sum pursuant to subparagraph 1.1(b), no further benefits shall be payable from the Plan.

(d) For purposes of determining the Actuarial Equivalent value under this Window Retirement Benefit Program for (i) a lump sum form of benefit or (ii) a form of payment under Article A-6 or Article A-8 of the Plan for a Window Retiree who is not otherwise eligible as of December 1, 2015 for a Normal Retirement benefit or an Early Retirement benefit under the Plan, such calculation shall be determined using the interest rate and mortality table prescribed in accordance with Code Section 417(e)(3), with the "lookback month" meaning the fourth full calendar month preceding the first day of the "stability period" and the "stability period" meaning the calendar year in which occurs the distribution commencement date. In effecting this paragraph (d), the Plan shall be administered in accordance with the rules under Code Section 417(e) and Section 411(d)(6) and the regulations issued thereunder.

1.2 **Definitions** -

(a) "Window Retiree" shall mean any Participant (or, if applicable, his death beneficiary under Article A-7 of the Plan) eligible to receive retirement income currently or on a

future date under Article A-6 (or, if applicable, Section A-7) of the Plan, and not otherwise eligible to receive a lump sum form of payment with respect to the Participant's (or, if applicable, his death beneficiary's) entire benefit under the Plan, as determined as of the Window Eligibility Date who elects to commence his retirement income December 1, 2015 by filing a written election during the Window Retirement Benefit Election Period to accept the offer of payment of the Window Retirement Benefit in accordance with such procedures as implemented by the Plan Administrator under this Window Retirement Benefit Program; provided, that the following persons are excluded from the definition of Window Retiree:

- (i) Participants who are active Employees of the Employer or an Affiliated Company;
- (ii) Participants (or death beneficiaries) who have commenced retirement income payments under the Plan on or prior to the first day of the Window Retirement Benefit Election Period or prior to December 1, 2015;
- (iii) Participants who are rehired by the Employer or an Affiliated Company prior to the date that benefits are paid pursuant to the Window Retirement Benefit Program and who are employed by the Employer or an Affiliated Company as of the date that benefits are paid pursuant to the Window Retirement Benefit Program;
- (iv) Participants who revoke an election to accept the offer under the Window Retirement Benefit Program prior to December 1, 2015;
- (v) Participants, including any alternate payees as defined under Code Section 414(p), whose retirement income is subject to a qualified domestic relations order or a pending qualified domestic relations order;
- (vi) Participants whose retirement income is subject to a Federal tax lien;
- (vii) Participants who have reached Normal Retirement Date as of the first day of the Window Retirement Benefit Election Period; and
- (viii) Participants who are entitled to a small lump sum payment under Section A-17.5 of the Plan.

(b) "Window Retirement Benefit Election Period" shall mean the period commencing September 14, 2015 and ending November 20, 2015.

(c) "Window Eligibility Date" shall mean June 30, 2015.

(d) "Window Retirement Benefit Program" shall mean the special Plan payment provisions related to the Window Retirement Benefits contained in this Appendix A-13 to Part A

of the Plan.

THIS APPENDIX A-13 to the Plan is effective as of May 8, 2015.

PART B

Eligible Salaried Employees of the De-Sta-Co Division

The provisions of this Part B of the Plan are applicable solely to eligible salaried employees of the De-Sta-Co division. This Part B of the Plan is intended to continue the benefits in effect prior to merger of the provisions of the Dover Corporation Pension Plan covering salaried employees of the De-Sta-Co division of Dover Resources, Inc. into the Plan, and shall be so construed. In the event of any conflict between any term or provision contained in Part A and Part B as it or they may apply to an eligible employee of the De-Sta-Co division, the term or provision in Part B shall govern.

ARTICLE B-1 DEFINITIONS

Definitions under Part A of the Plan apply to this Part B of the Plan except to the extent a different definition is specifically provided hereunder.

B-1.1. Accrued Benefit - as of any determination date, the amount of annual Retirement Benefit payable in the form of a Life Annuity without ancillary benefits, commencing on a Participant's Normal Retirement Date (or, if the determination date is after the Participant's Normal Retirement Date, on such later determination date), equal to the amount determined pursuant to Section B-3.2 based on his Average Annual Compensation, Social Security Integration Level and Benefit Accrual Years of Service as of the determination date.

Notwithstanding the above, in no event shall the Accrued Benefit be less than the Prior Plan Accrued Benefit.

B-1.2. Actuarial Equivalent - a benefit or amount that replaces another and has the same value as the benefit or amount it replaces, based on actuarial assumptions as set forth in Appendix B-1 to this Plan.

B-1.3. Annuity Starting Date - the first date as of which distribution of Retirement Benefits to a Participant is to begin under Section B-5.3 or the first date as of which distribution of Pre-retirement Death Benefits to a Spouse is to begin under Section B-6.3.

B-1.4. Average Annual Compensation - means, except as provided in Section B-3.6(f), twelve times a Participant's average monthly Compensation during the 60 consecutive complete calendar months of service with the Employer out of the last 120 complete calendar months prior to his ceasing to be an Eligible Employee during which such average monthly Compensation was highest. In the case of a Participant who is employed for such a period of less than 60 months, the Participant's Average Annual Compensation is based on his or her entire such period of compensated service. If because of leave of absence or any other reason, Compensation was not received such months in which Compensation was not received shall be omitted in determination the Participant's average monthly Compensation. In the case of any periods of part-time

employment occurring in a Plan Year after 1975 in which an Eligible Employee is credited with less than one Benefit Accrual Year of Service, Compensation with respect to such periods of part-time service shall be adjusted to full time basis Compensation by multiplying actual Compensation for such periods by the ratio of full time Hours of Service for such periods divided by actual Hours of Service for such periods of part-time service.

B-1.5. Benefit Accrual Years of Service - the sum of (i) and (ii) subject to (iii) below:

- (i) With respect to any period of time prior to January 1, 1976, a Participant's Credited Service as determined and defined in accordance with the provisions of the Prior Plan as in effect on December 31, 1975, but modified to exclude Continuous Service prior to the individual's 21st (rather than 30th) birthday. The provisions of the Prior Plan as in effect on December 31, 1975 defining Credited Service and Continuous Service are set forth in Appendix B-4 for convenience of reference only; Credited Service included years and completed months of Continuous Service, excluding Continuous Service prior to the individual's attainment of age 30 and excluding Continuous Service after the individual's Normal Retirement Date.
- (ii) With respect to each Plan Year commencing on or after January 1, 1976, a Participant shall be credited with one Benefit Accrual Year of Service if he has at least 2,000 Hours of Service as an Eligible Employee provided, however, if a Participant is employed at a division or unit where a full work week is less than 40 hours; he shall be credited with one Benefit Accrual Year of Service for any Plan Year during which his Hours of Service are at least 50 times the number of hours constituting a full work week in such division or unit. If the Participant has less than 2,000 Hours of Service as an Eligible Employee in any such Plan Year, he shall be credited with one-tenth (1/10th) of a Benefit Accrual Year of Service for each 200 Hours of Service as an Eligible Employee in such Plan Year provided, however, if a Participant is employed at a division or unit where a full work week is less than 40 hours, the measure of one-tenth (1/10th) of a Benefit Accrual Year of Service with respect to him or her shall be that number of Hours of Service in such calendar year which is equal to 50 times the number of hours constituting a full work week at such division or unit. Notwithstanding the foregoing the following Benefit Accrual Years of Service shall be disregarded:

(a) Hours of Service as an Eligible Employee credited prior to the individual's attainment of age 21 shall be disregarded in computing Benefit Accrual Years of Service;

(b) For Employees whose first Hour of Service not otherwise disregarded under Section B-1.5(ii)(c) is credited after the individual's attainment of age 60, Plan Years ending

prior to January 1, 1988, shall be disregarded in computing Benefit Accrual Years of Service;

(c) Benefit Accrual Years Of Service preceding Breaks-in-Service if the Participant has no Vested Interest and has a number of consecutive Breaks-in-Service equal to (or greater than) the greater of five and the number of the Participant's Benefit Accrual Years of Service (excluding Benefit Accrual Years of Service previously disregarded under this clause (d) preceding the Breaks-in-Service);

(d) Benefit Accrual Years of Service preceding a Break-in-Service until the Participant is credited with at least a Year of Service after that Break-in-Service;

(e) Benefit Accrual Years of Service disregarded under Section B-3.7(b).

For purposes of this Section B-1.5(ii), the term Eligible Employee is applied without regard to Sections B-1.11(a) and (b).

(i) The maximum number of Benefit Accrual Years of Service which shall be credited to a Participant hereunder shall be 35 years.

The Benefits Committee shall determine and credit to a Participant the number of additional Benefit Accrual Years of Service or any other adjustment necessary to provide the Participant with the benefit accrual credit to which the Participant is entitled under law for his or her period of military service.

B-1.6. Break-in-Service - a Plan Year in which an Employee (or former Employee) is not credited with more than 500 Hours of Service. Solely for purposes of determining whether there has been a Break-in-Service, an Employee shall be credited with Hours of Service for the period during which he or she is on Medical or Family Leave as follows: (a) the Employee shall be credited with the number of Hours of Service he or she would normally be credited with but for the absence (or if the Employee's normal Hours of Service cannot be determined, eight Hours of Service for each day of the absence), (b) the total number of Hours of Service credited for the absence shall not exceed 501 and (c) the Hours of Service credited for the absence shall be credited to the Plan Year in which the absence begins if the Employee 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 clauses (a) and (b) of this definition, or in any other case, the immediately following Plan Year.

B-1.7. Compensation - for Plan Years 1971 and before, all basic compensation received by an Employee in respect of his services to the Employer, exclusive of overtime, bonuses, commissions, or any other additional or non-recurring compensation; except that with respect to an Employee employed at the C. Lee Cook Division, the OPW Division and/or the Blackmer Pump Division of the Company, such basic compensation shall include in any one calendar year 50% of commissions received, but not more than \$10,000 may be so included.

For Plan Years 1972 and after, all basic cash remuneration paid or made available for any Plan

Year by an Employer to an Employee for the Employee's services as salary or wages and any amounts contributed on behalf of the Employee to a cash or deferred arrangement and not includible in income under Section 402(g) of the Code, plus 50% of (a) bonuses, (b) pay at premium rates (holiday, overtime or other) and (c) any other, additional or non-recurring compensation, including commissions (provided, however, that a percentage other than 50% but not more than 100% may be designated by an Employer, with the approval of the Board or its designees, with respect to this clause (c)), but excluding (1) imputed income arising from incidental benefits such as health and welfare plans, (2) performance share and stock option awards, received by an Employee in respect of his services to the Employer, (3) special premium pay and allowances received by persons domiciled in the United States in respect of periods of employment outside of the United States, (4) any amounts paid for that Plan Year on account of the Employee under this Plan or under any other employee pension benefit plan (as defined in Section 3(2) of ERISA) and (5) any other amounts which are not includible in the Employee's income for federal income tax purposes. Compensation paid in respect of a period longer than one month shall be deemed to have been received ratably over the months of the Plan Year in which such Compensation is paid. For Plan Years beginning on or after January 1, 2003, the word "50%" above shall be replaced with "100%"

For purposes of Sections B-4.1, B-4.2 and B-4.3, Compensation shall mean compensation as that term is used in Section 415(c)(3) of the Code.

For Plan Years beginning after 1988 but before 1994, (1), an Employee's Compensation shall not exceed \$200,000 (or such higher amount as may be determined by the Secretary of the Treasury in accordance with Section 401(a)(17) of the Code to reflect increases in the cost of living) and (2) In determining Average Annual Compensation as of a determination date, Compensation for any Plan Year (including Plan Years before 1989) shall not exceed the amount under clause (1) of this sentence for the year in which such determination date falls. Notwithstanding the foregoing, with respect to any Participant whose Accrued Benefit as of December 31, 1988 was based on Compensation for any Plan Year in excess of \$200,000 and who subsequently is credited with MI and/or partial Benefit Accrual Years of Service, in no event shall the Accrued Benefit of such Participant at any later date be less than his or her Accrued Benefit as of December 31, 1988.

For Plan Years beginning after 1993 but before 2002, (1) an Employee's Compensation shall not exceed \$150,000 (or such higher amount as may be determined by the Secretary of the Treasury in accordance with on 401(a)(17) of the Code to reflect increases in the cost of living) and (2) in determining Average Annual Compensation, (A) Compensation for any Plan Year beginning before 1994 shall not exceed \$150,000 and (B) effective as of the first Plan Year beginning after 1994 any adjustments in the \$150,000 limit to reflect increases in the cost of living for a calendar year shall not apply to Compensation for 12-consecutive month periods beginning prior to the first day of such calendar year. Notwithstanding the foregoing, with respect to any Participant whose Accrued Benefit as of December 31, 1993 was based on Compensation for any Plan Year in excess of \$150,000 and who subsequently is credited with full and/or partial Benefit Accrual Years of Service, in no event shall the Accrued Benefit of such Participant at any later date be

less than the sum of (a) his or her Accrued Benefit as of December 31, 1993 plus (b) his or her Accrued Benefit as of such later date computed by taking into account only Benefit Accrual Years of Service earned after 1993 (limited to 35 years less the number of his or her Benefit Accrual Years of Service as of December 31, 1993).

For Plan Years beginning after 2001, (1) an Employee's Compensation shall not exceed \$200,000 (or such higher amount as may be determined by the Secretary of the Treasury in accordance with on 401 (a)(7) of the Code to reflect increases in the cost of living) and (2) in determining Average Annual Compensation, (A) Compensation for any Plan Year beginning before 2002 shall not exceed \$200,000 and (B) effective as of the first Plan Year beginning after 2002 any adjustments in the \$200,000 limit to reflect increases in the cost of living for a calendar year shall not apply to Compensation for 12-consecutive month periods beginning prior to the first day of such calendar year. Notwithstanding the foregoing, with respect to any Participant whose Accrued Benefit as of December 31, 2001 was based on Compensation for any Plan Year in excess of \$200,000 and who subsequently is credited with toll and/or partial Benefit Accrual Years of Service, in no event shall the Accrued Benefit of such Participant at any later date be less than his or her Accrued Benefit as of December 31, 2001.

B-1.8. Credited Leave - an Employee's leave of absence due to Permanent Disability, an Employee's leave of absence covered under the Employer's short-term disability program, or an Employee's paid leave of absence if so designated as Credited Leave by the Employer.

B-1.9. Critical Date - such date as of July 1, 1984 or later, on which a Participant is first eligible to participate in the Company's Long Term Disability Program (by virtue of his or her Employer having adopted such Program) assuming, if Employee contributions thereto are required, that he was not ineligible merely on account of having declined to make such contributions.

B-1.10. Early Retirement Date - the first day of any month following a Participant's attainment of age 55 but prior to his or her Normal Retirement Date, provided his or her Vesting Years of Service equals or exceeds 15.

B-1.11. Effective Date - September 17, 2004.

B-1.12. Eligible Employee - an Employee of an Employer employed on a salaried basis at the De-Sta-Co division who (a) has attained age 21, (b) has been credited with at least 1,000 Hours of Service for the 12-consecutive month period commencing with the Employee's first Hour of Service or has been credited with at least 1,000 Hours of Service for any Plan Year commencing after the Employee's first Hour of Service and (c) is not covered by a collective bargaining agreement as defined in Section 410(b)(3)(A) of the Code and related regulations (unless the collective bargaining agreement expressly provides for inclusion of the Employee as a Participant) and (d) is not a non-resident alien as defined in Section 410(b)(3)(C) of the Code and related regulations. Any Employee of an Employer who is not an Eligible Employee on the Restatement Date shall become an Eligible Employee on the day the Employee satisfies the conditions of clauses (a), (c) and (d) above or the last day of the 12 month period or Plan Year during which the Employee satisfies the requirements of clause (b) above, whichever is later. A

Rehired Employee shall be deemed to be an Eligible Employee as of the day his or her employment recommences if the Employee has satisfied the requirements of this definition by the day his or her employment recommences and the Employee's most recent period, of service has not been disregarded under Section B-2.4(c). A leased employee (as defined in Section 414(n) of the Code) shall not be treated as an Eligible Employee for purposes of this Plan.

B-1.13. Employee - shall mean any salaried employee of the De-Sta-Co division of Dover Resources, Inc. (as so designated by the Employer on its payroll records) who became employed by the Company or an Affiliated Company effective as of September 17, 2004. Subject to the following sentence, a leased employee (as defined below) and any other individual required to be treated as an Employee under Section 414(o) of the Code shall be treated as an Employee for purposes of this Plan. A leased employee shall not be treated as an Employee if the requirements of Section 414(n)(5) of the Code (safe harbor plan maintained by a recipient) are satisfied with respect to him or her.

For purposes of this definition and the definition of Eligible Employee a "leased employee" shall mean a person not employed by an Affiliated Company but who provides services to an Affiliated Company if (i) the services are provided pursuant to an agreement between a leasing organization and an Affiliated Company, (ii) the person has provided the services on substantially a full-time basis for at least one year, and (iii) the services are under the primary direction and control of an Affiliated Company.

For purposes of this Plan, Employee shall exclude (i) any employee whose terms of employment are the subject of a collective bargaining agreement unless that agreement provides for his participation in the Plan and (ii) any employee who is a nonresident alien of the United States with no United States source earned income from an Employer. Any person classified as an independent contractor by an Employer shall not be treated as Employee during any period of such classification as an independent contractor even if a court or administrative agency later determines that such individual was a common law employee for all or a portion of that period. If the Employer reclassifies a person as an Employee he or she shall be eligible to participate in the Plan prospectively from the effective date of that reclassification only, and then only if the person otherwise satisfies the eligibility requirements of Article B-2. If a person not classified by the Employer as an eligible Employee is retroactively reclassified as such by any governmental or regulatory authority, such individual shall nonetheless be deemed to have become an Employee eligible to participate the Plan only prospectively in the event of such reclassification (and not retroactively to the date on which the person was found to have first become an employee for any other purpose), and then only if he or she otherwise satisfies the requirements of Article B-2.

B-1.14. Hour of Service - an hour for which an Employee directly or indirectly receives, or is entitled to receive, remuneration from an Affiliated Company in relation to his or her employment, including hours credited for vacation, sickness or disability and hours for which back pay has been paid, awarded or agreed to (irrespective of mitigation of damages) by an Affiliated Company (which shall be credited to an Employee with respect to the period for which

remuneration is paid). A Participant shall be credited with 45 Hours of Service for each week the Participant is on Credited Leave. In no event shall more than 501 Hours of Service be credited to an Employee on account of any single period (other than a Credited Leave) during which the Employee performs no duties. In the case of an Employee who is compensated on a salaried basis and for whom existing records do not accurately reflect the actual number of hours for a given period with which he or she is entitled to be credited, the Employee shall be credited with 45 Hours of Service for each week in such period for which he or she is credited with at least one Hour of Service. Hours of Service shall be credited to an Employee in accordance with the records of the Employee's Affiliated Company and Department of Labor Regulations Section 2530.200b-2.

B-1.15. Limitation Year - the calendar year.

B-1.16. Medical or Family Leave - an Employee's leave of absence from employment with an Affiliated Company because of (a) pregnancy, birth of the Employee's child, placement of a child with the Employee in connection with adoption of the child or caring for a child immediately following birth or adoption, or (b) any other reason that would entitle the Employee to take a leave under the Family and Medical Leave Act of 1993. The Affiliated Company shall determine the first and last day of any Medical or Family Leave.

B-1.17. Normal Retirement Age - a Participant's 65th birthday.

B-1.18. Normal Retirement Date - the first day of the month coincident with or next following a Participant's Normal Retirement Age.

B-1.19. Participant - a participant in this Plan under Article B-2.

B-1.20. Permanent Disability - such term as defined in Section B-3.4.

B-1.21. Permanent Disability Benefit - the benefit a Participant who incurs a Permanent Disability is entitled to receive under Section B-3.4.

B-1.22. Permitted Leave - an Employee's approved leave of absence from employment with an Affiliated Company for any reason other than Retirement, Termination of Employment or death, including but not limited to military service, illness, disability, Medical or Family Leave, pregnancy, educational pursuits, service as a juror, temporary employment with a government agency, or any other leave of absence approved by that Affiliated Company. In approving a Permitted Leave, an Employee's Affiliated Company shall determine the dates as of which the Permitted Leave begins and ends.

B-1.23. Pre-retirement Death Benefit - the death benefit payable under Article B-6 to the Spouse of a Participant who dies before his or her Annuity Starting Date.

B-1.24. Prior Plan - the Dover Corporation Salaried Pension Plan as in effect from time to time prior to the Restatement Date.

B-1.25. Prior Plan Accrued Benefit - subject to the terms set forth in Appendix B-2 to this Plan, the accrued benefit of any Participant under the Prior Plan:

(a) as of December 31, 1988, in the case of a Participant who was a "super highly compensated employee" as of that date (as defined in Internal Revenue Service Notice 89-92 for purposes of Alternative II-D), or

(b) in the case of any other Participant, as of the December 31, 1991, or (if earlier) the last day of the last Plan Year beginning after 1988 with respect to which he or she was not a "super highly compensated employee" (as defined in Internal Revenue Service Notice 89-92 for purposes of Alternative II-D).

B-1.26. Qualified Joint and Survivor Annuity - an annuity for the life of a Participant with a survivor annuity for the life of the Participant's Spouse where the survivor annuity is 50% of the amount of the annuity payable during the joint lives of the Participant and Participant's Spouse and the joint and survivor annuity is at least the Actuarial Equivalent of the most valuable form of benefit under the Plan payable on his or her Annuity Starting Date.

B-1.27. Qualified Pre-retirement Survivor Annuity - a survivor annuity for the life of the Participant's Spouse. Each payment under the survivor annuity must be equal to the Actuarial Equivalent value of the payment that would have been made to the Spouse under the survivor annuity the Participant's Spouse would have received if:

(a) In the case of a Participant who dies after the earliest retirement age, the Participant had a Termination of Employment or Retirement on the day before his or her death (had he or she not already had one) and commenced receiving distribution of benefits in the form of an immediate Qualified Joint and Survivor Annuity on such date; and

(b) In the case of a Participant who dies on or before the date on which he or she would have attained the earliest retirement age, the Participant had (i) had a Termination of Employment on the date of death, (ii) survived to the earliest retirement age, (iii) retired with an immediate Qualified Joint and Survivor Annuity at the earliest retirement age, and (iv) died on the day after the day the Participant would have attained the earliest retirement age.

For purposes of this Section B-1.27, "earliest retirement age" means the earliest date on which, under the Plan, the Participant could have a Termination of Employment or Retirement and elect to receive, or commence to receive, benefits.

In the case of a Participant who dies before his or her Annuity Starting Date but after he or she has elected during the 90-day period preceding his or her Annuity Starting Date to receive distribution of his or her Retirement Benefit in the form of a joint and survivor annuity (Actuarially Equivalent in value to a Qualified Joint and Survivor Annuity), where the survivor annuity percentage exceeds 50% and the joint and survivor annuity is payable during the joint lives of the Participant and the Participant's Spouse, the Qualified Pre-retirement Survivor Annuity shall be determined based on that form of joint and survivor annuity instead of a

Qualified Joint and Survivor Annuity.

B-1.28. Rehired Employee - an Employee who is rehired by an Affiliated Company after he has had a Termination of Employment or Retirement. The sections which include provisions relating to a Rehired Employee are Section B-1.5 (Benefit Accrual Years of Service), Section B-1.11 (Eligible Employee), Section B-1.37 (Vesting Years of Service), Section B-2.4 (Participation Upon Reemployment), Section B-3.7 (Retirement Benefits of Rehired Employee) and Section B-3.8 (Suspension of Benefit Payments Upon Reemployment on or After Normal Retirement Date).

B-1.29. Retirement - a Participant's termination of employment with an Affiliated Company on or after his or her Normal Retirement Date.

B-1.30. Retirement Benefit - the annual benefit that accrues to a Participant under Article B-3.

B-1.31. Social Security Retirement Age - such term as defined by Section 415(b)(8) of the Code, relating to the retirement age under Section 216(1) of the Social Security Act.

B-1.32. Social Security Integration Level - an amount, applicable to any determination date within a calendar year, equal to 158% of the Covered Compensation of an Employee who attains his or her Social Security Retirement Age in such calendar year. In the case of a calendar year in which no Employee could attain his or her Social Security Retirement Age (for example, the years 2003 and 2021), an amount equal to 158% of the Covered Compensation of an Employee who attained his or her Social Security Retirement Age in the prior calendar year shall apply. See Appendix B-3.

B-1.33. Termination of Employment - a Participant's termination of employment with an Affiliated Company whether voluntary or involuntary, for any reason, including but not limited to quit or discharge, and other than for Medical or Family Leave, Permitted Leave, transfer to another Affiliated Company, Retirement, incurrence of a Permanent Disability, or death.

B-1.34. Vested Interest - the non-forfeitable portion of a Participant's Accrued Benefit determined under Article B-5.

B-1.35. Vesting Years of Service - all Years of Service credited to an Employee (and any periods that are required by law to be credited to the Employee for his or her period of military service), except that the following Years of Service are disregarded:

(a) Years of Service completed before the Employee's 18th birthday;

(b) Years of Service preceding at least five consecutive Breaks-in-Service, if the Employee has no Vested Interest and has a number of consecutive Breaks-in-Service equal to (or greater than) the number of his or her Years of Service (excluding Years of Service previously disregarded under this clause (b)) preceding the Breaks-in-Service;

(c) Years of Service preceding a Break-in-Service unless the Employee has been credited with a Year of Service after that Break-in-Service;

(d) Years of Service credited to the Employee during which the Employee's Employer is not at any time during the Year of Service an Affiliated Company.

Notwithstanding the above, with respect to any period of employment commencing with the calendar year in which the Employee attains age 18 and ending with calendar year 1975, his Vesting Years of Service shall not be less than his period of Continuous Service prior to January 1, 1976 as determined in accordance with the provisions of the Prior Plan as in effect on December 31, 1975.

B-1.36. Year of Service - a Plan Year for which an Employee has been credited with at least 1,000 Hours of Service.

ARTICLE B-2 PARTICIPATION

B-2.1. Participation On January 1988 - All Employees who were Participants as of December 31, 1987 shall remain such. All other Employees who are Eligible Employees on January 1, 1988, including those who were precluded from being Participants as of December 31, 1987 solely by virtue of the Prior Plan's requirement that Employees, be hired prior to age 60 in order to be eligible to participate, shall automatically become Participants as of January 1, 1988. The provisions of the Prior Plan as in effect from time to time relating to eligibility for participation are set forth in Appendix B-5 for convenience of reference only.

B-2.2. Participation After January 1, 1988 - After January 1, 1988, any other Employee not described in Section B-2.1 shall become a Participant on the first day of the month coincident with or next following the day the Employee becomes an Eligible Employee.

B-2.3. Cessation of Participation - For purposes of Articles B-2 and B-3 and for determining a Participant's Benefit Accrual Years of Service and Vesting Years of Service, a Participant shall cease to be a Participant as of the day the Participant incurs a Break-in-Service. For all other purposes under this Plan, a Participant shall cease to be a Participant as of the day all distributions to the Participant and the Participant's Beneficiaries have been made.

B-2.4. Participation Upon Reemployment - The following rules shall apply with respect to the participation of a Rehired Employee:

(a) Subject to Section B-2.4(b), if the Rehired Employee is an Eligible Employee as of the date he or she is reemployed by an Employer, the Rehired Employee shall become (or again become) a Participant as of that day. If the Rehired Employee is not an Eligible Employee as of the day he or she is reemployed, the Rehired Employee shall become a Participant in accordance with Section B-2.2.

(b) If the Rehired Employee incurred a Break-in-Service before his or her reemployment, the Rehired Employee shall not again become a Participant as provided in Section B-2.4(a) until he or she is credited with at least 1,000 Hours of Service in the 12-consecutive month period commencing with his or her first Hour of Service after reemployment or otherwise is Credited with a Year of Service after his or her reemployment.

(c) In determining whether a Rehired Employee is an Eligible Employee as of the day the Rehired Employee is reemployed, if the Rehired Employee has no Vested Interest and has a number of consecutive Breaks-in-Service equal to (or greater than) the greater of five and the number of his or her previous Years of Service (excluding Years of Service previously disregarded under this Section B-2.4(c)), the Rehired Employee's previous service as an Employee shall be disregarded for purposes of determining when he or she again becomes an Eligible Employee. For purposes of determining Years of Service under this Section B-2.4(c), any Employee who is credited with at least 1,000 Hours of Service in both the 12- consecutive month period commencing with his or her first Hour of Service and the first Plan Year beginning

after his or her first Hour of Service shall be credited with two Years of Service.

(d) For purposes of Section B-2.4(b) and B-2.4(6), a Break-in-Service is a 12-consecutive month period commencing on the day of an Employee's first Hour of Service or any anniversary of that day in which an Employee is not credited with more than 500 Hours of Service.

B-2.5. Effect of Change in Job Status Upon Eligibility - In the case of a Participant who (a) ceases to be an Eligible Employee as a result of a change in job status and then transfers to a job status in which he or she again becomes an Eligible Employee and (b) does so without incurring a Break-in-Service, he or she shall become a Participant immediately upon again becoming an Eligible Employee. In the case of a Participant described in clause (a) of the prior sentence but who incurs a Break-in-Service before he or she again becomes an Eligible Employees the determination of when he or she becomes a Participant shall be made by applying the rules under Section B-2.4 as if the Employee was a Rehired Employee.

ARTICLE B-3 RETIREMENT BENEFITS

B-3.1 General - Participants' Retirement Benefits shall be determined under this Article B-3 (subject to the limitations set forth in Article B-4). Each Participant shall be entitled to the non-forfeitable portion, as determined under Article B-4, of his or her Retirement Benefit and shall have no right to any portion of his or her Retirement Benefit which is not non-forfeitable under Article B-4 (nor shall any such portion increase the Retirement Benefit of any other Participant). The form and timing of distribution of the non-forfeitable portion of a Participant's Retirement Benefit shall be made in accordance with Article B-4. In no event will the amount of Retirement Benefit under this Plan in respect of an Eligible Employee be less than his or her Prior Plan Accrued Benefit, determined in the same form and timing of benefit as under the terms of the Prior Plan. Upon a Participant's Retirement or Termination of Employment, his or her Retirement Benefit shall in no event be less than the immediate Retirement Benefit the Participant would have been entitled to receive if the Participant had a Retirement or Termination of Employment at any time before his or her actual Retirement or Termination Of Employment, adjusted (if applicable) to take into account any increases in benefits under the Social Security Act occurring on or after such earlier date of Termination of Employment but prior to actual Termination of Employment or Retirement.

B-3.2 Retirement Benefit On or After Normal Retirement Date - Subject to Article B-4, to the Appendices in this Part B, and to Sections B-1.7, B-3.1 and B-5.5, upon a Participant's Retirement on or after his or her Normal Retirement Date, the Participant's Retirement Benefit shall be an amount equal to (a) minus (b) as follows, where;

(a) equals $1\frac{1}{2}\%$ of his Average Annual Compensation multiplied by his Benefit Accrual Years of Service, and

(b) equals $1\frac{1}{2}\%$ of his Average Annual Compensation up to the Social Security Integration Level multiplied by his Benefit Accrual Years of Service.

For purposes of determining a Participant's Retirement Benefit under this Section B-3.2, it shall be assumed that payment of the Retirement Benefit will be made in the form of a Life Annuity without ancillary benefits, payable monthly, commencing on the first day of the month coincident with or next following the Participant's Retirement.

B-3.3 Retirement Benefit Upon Early Retirement - Subject to Article B-4, to the Appendices in this Part B, and to Sections B-1.7, B-3.1 and B-5.5, upon a Participant's Termination of Employment on or after attainment of age 55 but before his or her Normal Retirement Date, provided his or her Vesting Years of Service equals or exceeds 15, the Participant's Early Retirement Benefit shall be an amount equal to his or her Accrued Benefit.

For purposes of determining a Participant's Retirement Benefit under this Section B-3.3 it shall be assumed that payment of the Retirement Benefit will be made in the form of a Life Annuity without ancillary benefits, payable monthly, commencing on the Participant's Normal Retirement

Date. If such Participant elects under Section B-5.4 to receive distribution of his or her Retirement Benefit before his or her Normal Retirement Date, the Participant's benefit shall be reduced as provided for in Section B-5.5.

B-3.4 Retirement Benefit Subsequent to Permanent Disability - The following definition shall apply for the purpose of this Section B-3.4.

(a) "Permanent Disability" shall mean a Participant's permanent disability on or after the Critical Date during which period he or she receives benefits under the Employer's Long Term Disability Program. A Participant's Permanent Disability shall be deemed to have ended on the last day of the last month with respect to which he or she receives benefits under the Employer's Long Term Disability Program, or on his or her date of death, if earlier.

(b) A Participant who incurs a Permanent Disability shall continue to accrue Vesting Years of Service and Benefit Accrual Years of Service during his or her period of Permanent Disability. During such period of Permanent Disability, the Participant shall be deemed to have earned Compensation at an annual rate equal to his or her Compensation, annualized if necessary, in the year preceding the year in which his or her Permanent Disability commenced. Upon the Participant's subsequent Termination of Employment, Retirement or death following cessation of his or her Permanent Disability, he or she (or his or her Spouse) shall be entitled to receive distribution of his or her Vested Interest, Retirement Benefit or Pre-retirement Death Benefit pursuant to the terms of the other sections of Article B-3 and of Article B-6, after reflecting the provisions of this Section B-3.4.

B-3.5 Retirement Benefit Upon Termination of Employment - Subject to Articles B-4 and B-5, to the Appendices in Part B and to Sections B-1.7, B-3.1 and B-5.5, upon a Participant's Termination of Employment before his or her Normal Retirement Date, and prior to his or her eligibility for an Early Retirement Benefit pursuant to Section B-3.3, the Participant's Retirement Benefit shall be an amount equal to the Participant's Vested Interest in his or her Accrued Benefit.

For purposes of determining a Participant's Retirement Benefit under this Section B-3.5 it shall be assumed that payment of the Retirement Benefit will be made in the form of a Life Annuity without ancillary benefits, payable monthly, commencing on the Participant's Normal Retirement Date. If such Participant elects under Section B-5.4 to receive distribution of his or her Retirement Benefit before his or her Normal Retirement Date, the Participant's Benefit shall be reduced as provided for in Section B-5.5.

B-3.6 Transferred Employee, Change in Status as Eligible Employee - The following rules apply with respect to the determination of the Retirement Benefit of a Participant (a "Transferred Employee") who is either (1) transferred to or from an Affiliated Company which is not an Employer or (2) otherwise ceases to be or becomes an Eligible Employee as the result of a change in the terms of his employment:

(a) In the case of a Transferred Employee who becomes an Eligible Employee by

virtue of being transferred from a position covered under the terms of collective bargaining agreement by virtue of which he or she participates in a multiemployer pension plan (as such term is defined in Section 3(37) of ERISA) to a position as a salaried Employee, the amount of his or her Retirement Benefit shall be determined based on the number of his or her Benefit Accrual Years of Service after the date of such transfer and his or her Compensation before and after the date of the transfer.

(b) In the case of a Transferred Employee who ceases to be an Eligible Employee by virtue of being transferred to a position covered under the terms of a collective bargaining agreement by virtue of which he or she participates in a multiemployer pension plan (as such term is defined in Section 3(37) of ERISA), the amount of his or her Retirement Benefit shall be determined based on the number of his or her Benefit Accrual Years of Service at the time of such transfer and his or her Average Annual Compensation and Social Security Integration Level as of the date of such transfer.

(c) In the case of a Transferred Employee who becomes an Eligible Employee by virtue of being transferred from a position as an hourly Employee, other than as described in Section B-3-6(a), to a position as a salaried Employee, the amount of his or her Retirement Benefit shall be determined based on the number of his or her Benefit Accrual Years of Service and Compensation determined as if he or she had been employed on a salaried basis during such period as an hourly Employee. In such event, any Participant who is entitled to a retirement benefit under any other defined benefit plan to which the Employer contributes shall have the amount of Retirement Benefit he is otherwise entitled to hereunder reduced by the Actuarial Equivalent of the accrued benefit (other than that part of any benefit which is attributable to the contributions of the Participant) as of such date of transfer payable under such other plan or program to the extent he is entitled to a benefit hereunder for the same Benefit Accrual Years of Service.

(d) In the case of a Transferred Employee who ceases to be an Eligible Employee by virtue of being transferred to a position as an hourly Employee, other than as described in Section B-3.6(b), the amount of his or her Retirement Benefit shall be determined based on the number of his or her Benefit Accrual Years of Service at the time of such transfer and his or her Average Annual Compensation and Social Security Integration Level as of the date of such transfer.

(e) In the case of a Transferred Employee who becomes an Eligible Employee by virtue of being transferred from an Affiliated Company which is not an Employer to an Employer, the amount of his or her Retirement Benefit shall be determined based on the number of his or her Benefit Accrual Years of Service after the date of the transfer and his or her Compensation before and after the date of the transfer.

(f) In the case of a Transferred Employee who ceases to be an Eligible Employee by virtue of being transferred from an Employer to a position as a salaried Employee of an Affiliated Company which is not an Employer, the amount of his or her Retirement Benefit shall be determined based on the number of his or her Benefit Accrual Years of Service at the time of

such transfer but on his or her Average Annual Compensation and Social Security Integration Level at his or her actual date of Termination of Employment, Retirement or Death.

(g) In the case of multiple transfers such as those described in this Section B-3.6, or in the case of transfers other than those described in this Section B-3.6, the amount of Retirement Benefit shall be determined in accordance with administrative rules established by the Benefits Committee, uniformly applied and established consistent with the rules otherwise set forth in this Section B-3.6.

B-3.7 Retirement Benefits of Rehired Employee - The following rules shall apply with respect to the determination of the amount of the Retirement Benefit of a Participant who is a Rehired Employee:

(a) Subject to Section B-3.7(b), the Retirement Benefit payable upon the Participant's subsequent Termination of Employment or Retirement shall be an amount determined under the applicable Section of this Article B-3 as in effect at that time. In the case of a Participant who was rehired prior to his or her Normal Retirement Date, the amount of that Retirement Benefit shall be equal to the excess, if any, of (1) the Participant's Retirement Benefit based on the total number of the Participant's Benefit Accrual Years of Service including the Participant's Benefit Accrual Years of Service before his or her original Termination of Employment or Retirement (but in no event will his or her original Accrued Benefit be reduced on account of such increased age or service) over (2) the Actuarial Equivalent (expressed in the same form as the Participant's Retirement Benefit) of the payments the Participant received after his or her original Termination of Employment or Retirement, and such amount shall be treated as having a new Annuity Starting Date upon its commencement. In the case of a Participant who was rehired after his or her Normal Retirement Date, the amount of the original Retirement Benefit shall recommence under its previous form, and an additional amount based on the increase in the Participant's Accrued Benefit (if any) shall commence and (a) if the original Retirement Benefit commenced prior to his or her Normal Retirement Date, such additional amount shall be treated as having a new Annuity Starting Date but (b) if the original Retirement Benefit commenced on or after his or her Normal Retirement Date, such additional amount shall not be treated as having a new Annuity Starting Date but shall be paid in the same remaining form and manner as the original Retirement Benefit; provided, if a Joint and Survivor benefit form was originally elected, and the Beneficiary or Spouse as the case may be is no longer alive on the date of re-commencement, no Actuarial Equivalent reduction shall be applied to such additional amount with respect to form of benefit payment.

(b) Notwithstanding Section B-3.7(a), and subject to Section B-3.7(c) in the case of a Participant who received distribution of his or her entire Vested Interest no later than the last day of the second Plan Year following the Plan Year in which his or her Termination of Employment or Retirement occurred, the Participant's Benefit Accrual Years of Service and Years of Participation credited before his or her original Termination of Employment or Retirement shall be disregarded. For purposes of this Section B-3.7(b), a Participant who has a Termination of Employment or Retirement when he or she has no Vested Interest shall be deemed to receive

distribution of his or her entire Vested Interest upon his or her Termination of Employment or Retirement.

(c) In the case of a Participant described in Section B-3.7(b) who resumes employment with an Employer, the Participant's Benefit Accrual Years of Service and Years of Participation credited before his or her original Termination of Employment or Retirement shall not be disregarded if the Participant repays to the Plan the full amount of his or her distribution plus interest at the rate of 5 percent per year, compounded annually from the date of distribution. The Participant's repayment must occur no later than the fifth anniversary of the Participant's reemployment. The repayment shall be deemed to have occurred upon reemployment in the case of a Participant described in Section B-3.7(b) who had no Vested Interest at the time of his or her Termination of Employment.

B-3.8 Suspension of Benefit Payments Upon Reemployment on or After Normal Retirement Date - Payment of the Retirement Benefit of a Participant who either (a) becomes a Rehired Employee after his or her Annuity Starting Date or (b) remains in employment after his or her Normal Retirement Date shall be suspended during each calendar month of the Participant's reemployment or continued employment during which the Participant is credited with at least 40 Hours of Service. In the case of a Participant who becomes a Rehired Employee after his or her Annuity Starting Date, payment of the Participant's Retirement Benefit shall resume no later than the first day of the third calendar month after the calendar month in which the Participant ceases to be employed on the basis described in the previous sentence, retroactive to the calendar month in which such cessation occurs, provided the Participant has notified the Employer of the cessation. The Plan Administrator shall notify any Participant who is affected by this Section B-3.8 in accordance with the notification requirements of Department of Labor Regulations Section 2530.203-3(b)(4).

B-3.9 Actuarial Adjustment for Benefits Commencing After Age 70-1/2 - If payment of the Retirement Benefit of a Participant (other than a five percent owner within the meaning of Section 416(i)(1)(B)(i)) of the Code, as determined as of or following the April 1 following the calendar year in which the Participant attains age 70-1/2, has not yet commenced, such Retirement Benefit shall be increased at the rate of 8% a year annually, with respect to the period commencement is deferred. In the event a Participant to which this Section B-3.9 applies is also eligible for a late retirement actuarial adjustment pursuant to any other provision of the Plan, his or her benefit shall be adjusted pursuant to such provision or pursuant to this Section B-3.9, whichever produces the greater benefit.

3.

ARTICLE B-4 VESTING

B-4.1 Time of Vesting - A Participant's right to receive his or her Accrued Benefit shall become 100% non-forfeitable upon the earlier of (a) the Participant's being credited with five Vesting Years of Service, or (b) the Participant's Normal Retirement Age if the Participant is an Employee on or after that time.

ARTICLE B-5 DISTRIBUTION

B-5.1 Election of Form of Distribution - A Participant shall be entitled to elect, subject to Sections B-5.6 and B-5.14, to receive distribution of his or her Vested Interest (if the Actuarial Equivalent present value as of the Participant's Annuity Starting Date, or at the time of any prior distribution, of that Vested Interest is in excess of \$5,000 (in excess of \$3,500 for distributions made prior to January 1, 2001) by one of the following methods:

- (a) Life Annuity - an annuity for the life of the Participant;
- (b) Life Annuity with 120 Month Period Certain - an annuity for the life of the Participant, but if the Participant dies within 120 months after his or, her Annuity Starting Date, the annuity is payable to the Participant's Beneficiary for the remainder of that 120 month period;
- (c) Qualified Joint and Survivor Annuity;
- (d) Joint Survivor Annuity - an annuity for the life of the Participant with a survivor annuity for the life of the Participant's Beneficiary, where the survivor annuity is a specified percentage, not in excess of 100% of the amount payable during the joint lives of the Participant and the Participant's Beneficiary;
- (e) Lump Sum distribution of the full amount payable - the Actuarial Equivalent present value of the Participant's Vested Interest payable at his or her Normal Retirement Date.
- (f) Effective for benefit commencements after December 31, 2007, a 75% Joint and Survivor Annuity. An annuity for the life of the Participant with a survivor annuity for the life of the Participant's Beneficiary, where the survivor annuity is a specified percentage, not in excess of 75%, of the amount payable during the joint lives of the Participant and the Participant's Beneficiary.

A Participant's election under this Section B-5.1 (which includes the designation of a contingent Beneficiary) must be made during, the 90-day period preceding the Participant's Annuity Starting Date. This election may not be changed after the Participant's Annuity Starting Date except that in the case of a Life Annuity with a 120 Month Period Certain, the Beneficiary may be changed at any time, subject to spousal consent, if applicable. In the absence of an effective election under this Section B-5.1, subject to Section B-5.6, a Participant shall be deemed to have elected a distribution in the form of a straight life annuity with no ancillary benefits.

B-5.2 Vested Interest Not in Excess of \$5,000 - Subject to an election under Section B-5.14 of a direct transfer, if as of the Participant's Annuity Starting Date (and at the time of any prior distribution) the Actuarial Equivalent present value of his or her Vested Interest payable as of the Participant's Normal Retirement Date does not exceed \$5,000 (does not exceed \$3,500 for distributions made prior to January 1, 2001), the method of distribution as to that Participant shall be as a single cash distribution of that Vested Interest. Effective for distributions made on

and after March 28, 2005, if such value exceeds \$1,000, no such distribution will be made without the consent of the Participant to a cash distribution or a direct rollover.

B-5.3 Timing of Distribution: Annuity Starting Date - Distribution of a Participant's Vested Interest shall commence as of his or her Annuity Starting Date. A Participant's Annuity Starting Date shall be the earliest of:

(a) the first day of the month coincident with or next following the day of the Participant's Retirement,

(b) as soon as administratively practicable following the day of the Participant's Termination of Employment if as of that date (and at the time of any prior distribution) the Actuarial Equivalent present value of his Vested Interest does not exceed \$1,000 (does not exceed \$3,500 for distributions made prior to January 1, 2001),

(c) the first day of the month coincident with or next following the Participant's Normal Retirement Date if the Participant has a Termination of Employment prior to that time except that the Annuity Starting Date of a Participant who elects under Section B-5.4 to commence to receive distribution prior to his or her Normal Retirement Date shall be the date elected under Section B-5.4; and

(d) effective for all Participants (other than those who attained age 70-1/2 before January 1, 1988 or after December 31, 2001 and are not five percent owners (within the meaning of Section 416(i)(1)(B)(i)) of the Code during the Plan Year ending with or within the calendar year in which they attain age 66-1/2 or any subsequent Plan Year), the first day of April immediately following the calendar year in which the Participant attains age 70-1/2, but not earlier than April 1, 1990.

In no event shall distribution of a Participant's Vested Interest commence later than 60 days after the last day of the Plan Year in which occurs the latest of (1) the Participant's Retirement, (2) the earlier of the day the Participant attains age 65 or his or her Normal Retirement Date or (3) the tenth anniversary of the Participant's participation in the Plan. Notwithstanding the foregoing and subject to Section B-5.9, distribution of a Participant's Retirement Benefit shall not commence before he or she files a claim for benefits with the Benefits Committee.

B-5.4 Election to Receive Distribution Before Normal Retirement Date - A Participant who (a) has a Termination of Employment before his or her Normal Retirement Date, and (b) has a Vested Interest, the Actuarial Equivalent present value of which exceeds \$1,000 (exceeds \$3,500 for distributions made prior to January 1, 2001) as of the Participant's Annuity Starting Date (or at the time of any prior distribution), may elect to have distribution of his or her Vested Interest commence before his or her Normal Retirement Date. In that event, distribution shall commence as of the first day of any month following the election. A Participant's election under this Section B-5.4 must be made during the period specified in Section B-5.7 for the waiver of the Qualified Joint and Survivor Annuity.

B-5.5 Reductions for Early Distribution - Subject to Appendix B-2, the Retirement Benefit of a Participant who elects to receive distribution of his or her Vested Interest prior to his or her Normal Retirement Date under Section B-5.4 shall be reduced by 1/180 for each of the first sixty months and by 1/360 for each of the next 60 months by which commencement of distribution of the Participant's benefits precedes his or her Normal Retirement Date, and reduced thereafter for distributions commencing prior to age 55, based on the actuarial assumptions set forth in Appendix B-1 of this Plan.

B-5.6 Qualified Joint and Survivor Annuity for Married Participants - A Participant who is married on his or her Annuity Starting Date shall receive distribution of his or her Vested Interest in the form of a Qualified Joint and Survivor Annuity, unless the Participant has previously waived his or her right to receive distribution of benefits in this form. The waiver must be executed and consented to by the Participant's Spouse in accordance with Section B-5.8 during the 90-day period ending on the Participant's Annuity Starting Date. Both the Participant's waiver and the Spouse's consent must state the particular optional form of benefit to be distributed, the time of the distribution and any non-Spouse Beneficiary (including any contingent Beneficiaries), which cannot be changed without the Spouse's consent. A Participant's waiver of a Qualified Joint and Survivor Annuity under this Section B-5.6 may be revoked without his or her Spouse's consent at any time before the Participant's Annuity Starting Date and, once revoked, may be made again before that date. A Spouse's consent to the waiver once given may not be revoked.

B-5.7 Notification of Right to Waive Qualified Joint and Survivor Annuity or to Receive a Distribution Under Section B-5.4 - Within the period beginning no earlier than 90 days before the Participant's Annuity Starting Date and ending no later than 30 days before his or her Annuity Starting Date, the Benefits Committee shall provide each Participant (whether or not married) with a notice of the Participant's right to elect to waive his or her right to receive distribution of his or her Vested Interest in the form of a Qualified Joint and Survivor Annuity and the Participant's right to receive a distribution of his or her benefit before his or her Normal Retirement Date. The notice shall contain an explanation, in nontechnical language, of (a) the terms and conditions of the election and its effect upon the Participant's Retirement Benefit (in terms of dollars per annuity payment), (b) the requirement that the Participant's Spouse must consent to the election to waive the Qualified Joint and Survivor Annuity in accordance with Section B-5.8(c) the Participant's unlimited right to revoke the election in the manner prescribed in regulations promulgated by the Secretary of the Treasury and (d) a general description of the eligibility conditions and other features of the optional forms of benefit under the Plan and sufficient information to explain the relative values of these optional forms of benefits. For purposes of this Section B-5.7, a Qualified Joint and Survivor Annuity for an unmarried Participant shall be a single life annuity with no ancillary benefits.

Effective January 1, 1995 and notwithstanding any other provision of this Section, the Benefits Committee may provide the notice described in this Section to a Participant after the Participant's Annuity Starting Date has occurred provided that the 90-day election period described in Section B-5.6 shall not end until 30 days after the date the explanation is provided to the Participant. A

Participant may waive (with spousal consent) the additional 30-day election period provided that distribution of benefits commences more than 7 days after the notice is provided to the Participant.

B-5.8 Spousal Consent - A Participant's waiver of a Qualified Joint and Survivor Annuity described in Section B-5.7 shall be valid only if the Participant's Spouse executes a written consent to that election acknowledging the effect of the election and the consent is witnessed by a notary public or Plan official. The Spouse's consent is not required if (a) the Participant establishes that the Spouse's consent cannot be obtained because the Participant does not have a Spouse, the Participant's Spouse cannot be located or for such other circumstances as may be provided in regulations promulgated by the Secretary of the Treasury, (b) the Participant is legally separated from the Spouse or (c) the Participant has been abandoned by his or her Spouse (within the meaning of local law) and the Participant has a court order to that effect. A Participant's waiver of a Qualified Joint and Survivor Annuity shall be effective only with respect to the Spouse who consents to it as provided in this, Section B-5.8.

B-5.9 Annuities - Any distribution of benefits in the form of an annuity may be made directly from the Trust or by the purchase of a nontransferable immediate or deferred payment annuity contract from an insurance company selected by the Benefits Committee. Any annuity contract so purchased shall be delivered to the Participant or Beneficiary and distribution of benefits shall be considered to have been completed when the annuity contract is delivered.

If a Participant or Beneficiary cannot be located, the Participant's Retirement Benefit or Pre-retirement Death Benefit shall be forfeited, but shall be reinstated (without interest) upon the Participant's or Beneficiary's claim for the benefit before that benefit escheats under applicable state law.

ARTICLE B-6
PRE-RETIREMENT DEATH BENEFITS

B-6.1 Pre-retirement Death Benefit - Upon the death of a Participant who (a) has a Vested interest, (b) has not yet had an Annuity Starting Date and (c) is survived by a Spouse, the Participant's Spouse shall be entitled to receive as a Pre-retirement Death Benefit a Qualified Pre-retirement Survivor Annuity.

B-6.2 Form of Pre-retirement Death Benefit - Subject to the following sentences, the Participant's Pre-retirement Death Benefit shall be paid to the Participant's Spouse in the form of an annuity for the Spouse's life. If the Actuarial Equivalent present value of a Participant's Qualified Pre-retirement Survivor Annuity as of the Annuity Starting Date does not exceed \$5,000 (does not exceed \$3,500 for distributions made prior to January 1, 2001), the method of distribution to the Participant's Spouse of the Pre-retirement Death Benefit shall be as a single cash distribution, which is the Actuarial Equivalent of the full amount otherwise payable commencing on the Participant's Normal Retirement Date or, if later, the date set forth in Section B-6.3(a). Effective March 28, 2005, if such value exceeds \$1,000, no such payment shall be made without the consent of the Spouse to a cash distribution or a direct rollover. If the Actuarial Equivalent present value of a Participant's Qualified Pre-retirement Survivor Annuity as of the Annuity Starting Date exceeds \$5,000 (exceeds \$3,500 for distributions made prior to January 1, 2001), the Participant's Spouse may elect to receive, in lieu of an annuity for the Spouse's life, a single cash distribution, which is the Actuarial Equivalent of the full amount otherwise payable commencing on the Participant's Normal Retirement Date or, if later, the date set forth in Section B-6.3(a).

B-6.3 Time of Distribution: Annuity Starting Date - Subject to Section B-6.5, distribution of a Participant's Pre-retirement Death Benefit shall commence as of the Annuity Starting Date of the Participant's Spouse. The Annuity Starting Date of the Participant's Spouse shall be the earliest of:

(a) the first day of the month coincident with or next following the Participant's death if the Participant's death occurs after his or her Normal Retirement Date,

(b) subject to Section 8-6.3(c), the Participant's Normal Retirement Date if the Participant's death occurs prior to that time unless the Spouse elects under Section B-6.4 to commence to receive distribution before that date, or

(c) in the case of a Participant who dies before his or her Normal Retirement Date and the Actuarial Equivalent present value of his or her Pre-retirement Death Benefit does not exceed \$5,000 (does not exceed \$3,500 for distributions made prior to January 1, 2001); as soon as administratively practicable following the Participant's death.

Notwithstanding the previous sentence and subject to Section B-6.5, distribution of a Spouse's Pre-retirement Death Benefit shall not commence before he or she files a claim for benefits with the Benefits Committee.

B-6.4 Election to Receive Pre-retirement Death Benefit Before Normal Retirement Date - In the case of a Participant who dies before his or her Normal Retirement Date with a Pre-retirement Death Benefit the Actuarial Equivalent present value of which exceeds \$1,000 (exceeds \$3,500 for distributions made prior to January 1, 2001), his or her Spouse may elect to have distribution of the Pre-retirement Death Benefit commence before the Participant's Normal Retirement Date had he or she lived. In that event, distribution shall commence as of the first day of any month following the election. If the Participant's Spouse elects to receive his or her distribution before the Participant's Normal Retirement Date, then his or her Pre-retirement Death Benefit shall be reduced by the factors specified in Section B-5.5 to reflect the commencement of the Spouse's distribution before the Participant's Normal Retirement Date.

B-6.5 Required Distribution - Distribution of a Participant's Pre-retirement Death Benefit shall commence by the December 31 of the calendar year immediately following the calendar year of the Participant's death, or if later, the December 31 of the calendar year the Participant would have attained age 70-1/2 had he or she lived. The Pre-retirement Death Benefit must be distributed over the life of the Participant's Spouse or a period not extending beyond the life expectancy of the Participant's Spouse. Alternatively, if a Participant's Pre-retirement Death Benefit is paid in the form of a single cash payment, the Participant's entire Pre-retirement Death Benefit shall be distributed to his or her Spouse as of the later of (a) the date for the benefit commencement specified above or (b) the December 31 of the calendar year which contains the fifth anniversary of the Participant's death.

B-6.6 Death While on Military Leave - Effective January 1, 2007, solely for purposes of Article B-6 of this Plan (and not for purposes of benefit accruals), if a Participant dies on or after January 1, 2007 while on military leave under Section A-17.11 and before his Annuity Starting Date, the Participant will be treated as if he was reemployed by the Company on the date immediately preceding his death and terminated employment on the date of death.

PART B
APPENDIX B-1
ACTUARIAL EQUIVALENCE ASSUMPTIONS

1. Lump Sums.

- (a) With respect to Annuity Starting Dates occurring on or after January 1, 1996:
 - (i) Mortality - the "applicable mortality table" as defined in Section 417(e)(3) of the Code, and as prescribed in regulations, revenue rulings, notices or other documents of general applicability issued thereunder.
 - (ii) Interest -
 - (A) With respect to Annuity Starting Dates occurring on or after January 1, 2001, the annual rate of interest on 30-year Treasury securities, for the month of September of the Plan Year immediately preceding the Plan Year in which the Participant's Annuity Starting Date occurs.
 - (B) With respect to Annuity Starting Dates occurring prior to January 1, 2001, the annual rate of interest on 30-year Treasury securities for the month of November of the Plan Year immediately preceding the Plan Year in which the Participant's Annuity Starting Date occurs.
 - (C) With respect to Annuity Starting Dates occurring during the 2001 Plan Year, the rate referred to in (A) or (B) above, whichever results in the larger distribution.
- (b) With respect to Annuity Starting Dates occurring prior to January 1, 1996:
 - (i) Mortality - The UP-19984 Mortality Table, with ages set forward one year.
 - (ii) Interest - For purposes of determining the Actuarial Equivalent present value of a Participant's Vested Interest or a Spouse's death benefit, such present value shall be determined based on the Applicable Interest Rate (as defined below), multiplied by a factor of 1.1, and rounded to the nearest 1/4%; provided, however, that the interest rate for any period of time in such calculation shall not be less than 7%, and further provided:
 - (A) if the amount so computed is less than \$25,000, there shall be a minimum lump sum, not to exceed \$25,000, determined based on

the Applicable interest Rate (as defined below), and

- (B) in any event, there shall be a minimum lump sum determined based on the Applicable Interest Rate (as defined below) multiplied by a factor of 1.2.

For purposes of this subsection (b), the Applicable Interest Rate shall be the interest rate which would be used, as of the first day of the Plan Year (first day of the month, prior to January 1, 1991) during which a distribution occurs, by the Pension Benefit Guaranty Corporation for valuing lump sums upon termination of a trusted single employer plan.

(c) With respect to Annuity Starting Dates occurring on or after December 31, 2002, an Actuarial Equivalent benefit shall be determined on the basis of the annual rate of interest on 30-year Treasury Securities for the third calendar month preceding the Plan Year in which the distribution is made and the mortality table prescribed in Rev. Rul. 2001-62 and shall be used for:

- (i) adjusting any benefit limitation under 415(b)(2)(B), (C), or (D) of the Code as set forth in Article B-4 of the Plan;
- (ii) satisfying the requirements of 417(e) of the code as set forth in Section B-5.2 of the Plan; and
- (iii) for any other section of the Plan referencing the Section 417(e) mortality table.

(d) Effective as of January 1, 2008, any reference in the Plan to the interest rate and mortality table described in Rev. Rul. 2001-62 shall be construed as a reference to the interest rate and mortality table provided in accordance with Code Section 417(e)(3) for all purposes under the Plan.

(e) Effective as of December 31, 2016, for purposes of determining Actuarial Equivalent value under the Plan, such calculation shall be determined using the interest rate and mortality table prescribed in accordance with Code Section 417(e)(3), with the "lookback month" meaning the fourth full calendar month preceding the first day of the "stability period" and the "stability period" meaning the calendar year in which occurs the distribution commencement date. In effecting this paragraph (d), the Plan shall be administered in accordance with the rules under Code Section 417(e) and Section 411(d)(6) and the regulations issued thereunder. Solely for benefits commencing during the 2017 calendar year, the "lookback month" shall mean the third or fourth full calendar month preceding the first day of the "stability period," whichever results in the larger benefit.

2. Early Commencement Prior to Age 55.

For ages of benefit commencement below age 55, reduce the benefit to age 55 per Section B-5.5 of the Plan, then further reduce the benefit to the benefit commencement date on the following basis:

(a) Mortality - The UP-1984 Mortality Table.

(b) Interest - 7.5% per annum.

3. Annuity Conversion Factors

(a) With respect to benefits payable on a Joint and 50% Survivor Annuity basis, there shall be a reduction in the benefit payable on a lifetime basis. Such reduction shall be equal to 12%, (i) plus 1/2% for each year (or part of a year) by which the age of the Beneficiary is more than 5 years less than the age the Participant, or (ii) minus 1/2% for each year (or part of a year) by which the age of the Beneficiary is more than 5 years greater than the age of the Participant. For Annuity Starting Dates commencing on or after October 1, 2011, with respect to benefits payable on a 50% Joint and Survivor Annuity basis, the benefit payable shall be determined in accordance with the RP 2000 Mortality Tables for Males and Females with a weighting of 50% males and 50% females projected to 2010 with a 6% interest rate. Notwithstanding the foregoing, such adjustment shall, at all times, comply with Code Section 411(d)(6).

(b) With respect to benefits payable on a Joint and 100% Survivor Annuity basis the reduction in the benefit payable on a lifetime basis shall be double the reduction provided in clause (a), above. For Annuity Starting Dates commencing on or after October 1, 2011, with respect to benefits payable on a 100% Joint and Survivor Annuity basis, the benefit payable shall be determined in accordance with the RP 2000 Mortality Tables for Males and Females with a weighting of 50% males and 50% females projected to 2010 with a 6% interest rate. Notwithstanding the foregoing, such adjustment shall, at all times, comply with Code Section 411(d)(6).

(c) With respect to benefits payable on a Joint and Survivorship Annuity basis, when the percentage of survivorship is other than 50% or 100%, the reduction in the benefit payable on a lifetime basis shall be computed on a basis consistent with the principles of clauses (a) and (b) above. For Annuity Starting Dates commencing on or after October 1, 2011, with respect to benefits payable on a Joint and Survivorship Annuity basis, when the percentage of survivorship is other than 50% or 100%, the benefit payable shall be determined in accordance with the RP 2000 Mortality Tables for Males and Females with a weighting of 50% males and 50% females projected to 2010 with a 6% interest rate. Notwithstanding the foregoing, such adjustment shall, at all times, comply with Code Section 411(d)(6).

(d) With respect to benefits payable on a Life Annuity with 120 Month Period Certain basis, the reduction in the benefit payable on a Life Annuity basis shall be 9%. For Annuity Starting Dates commencing on or after October 1, 2011, with respect to benefits payable on a Life Annuity with 120 Month Period Certain basis, the benefit payable shall be determined in accordance with the RP 2000 Mortality Tables for Males and Females with a weighting of

50% males and 50% females projected to 2010 with a 6% interest rate. Notwithstanding the foregoing, such adjustment shall, at all times, comply with Code Section 411(d)(6).

4. Reduction for Distributions After Annuity Starting Date.

(a) Mortality -the UP-1984 Mortality Table.

(b) Interest -5% per annum.

5. Adjusting Maximum Retirement Benefits Payable under Optional Forms.

(a) Mortality - the UP-1984 Mortality, Table or the "applicable mortality table" as defined in Section 417(e)(3) of the Code, and as prescribed in regulations, revenue rulings, notices or other documents of general applicability issued thereunder, whichever produces the greater benefit.

(b) Interest - the annual rate of interest on 30-year Treasury securities for the month of September of the Plan Year immediately preceding the Plan Year in which the Participant's Annuity Starting Date occurs. Effective as of December 31, 2016, the interest rate shall be as prescribed in accordance with Code Section 417(e)(3), with the "lookback month" meaning the fourth full calendar month preceding the first day of the "stability period" and the "stability period" meaning the calendar year in which occurs the distribution commencement date. In effecting this paragraph (b), the Plan shall be administered in accordance with the rules under Code Section 417(e) and Section 411(d)(6) and the regulations issued thereunder.

6. Adjusting Maximum Retirement Benefits for commencement before or after Social Security Normal Retirement Age. See following Table. Except where and to the extent stipulated by law (i.e., entries presented in bold face type), the basis is the same as for item 5, above.

Age	Annual Benefit Limitation Applicable to 12/31/86 Accrued Benefit	Annual Benefit Limitation Applicable for those born Before 1938*	Applicable Benefit Limitation Applicable for Those Born 1938-1954*	Annual Benefit Limitation Applicable for those Born After 1954*
40	\$26,742	0.1580	0.1481	0.1383
41	28,457	0.1682	0.1576	0.1471
42	30,305	0.1791	0.1679	0.1567
43	32,297	0.1908	0.1789	0.1670
44	34,448	0.2036	0.1908	0.1781
45	36,774	0.2173	0.2037	0.1901
46	39,292	0.2322	0.2177	0.2032
47	42,023	0.2483	0.2328	0.2173
48	44,989	0.2658	0.2492	0.2326
49	48,215	0.2849	0.2671	0.2493

50	51,732	0.3057	0.2866	0.2675
51	55,572	0.3284	0.3078	0.2873
52	59,772	0.3532	0.3311	0.3090
53	64,376	0.3804	0.3566	0.3328
54	69,433	0.4103	0.3846	0.3590
55	75,000	0.4432	0.4155	0.3878
56	75,000	0.4795	0.4495	0.4195
57	75,000	0.5196	0.4871	0.4547
58	75,000	0.5641	0.5289	0.4936
59	75,000	0.6137	0.5753	0.5370
60	75,250	0.6689	0.6271	0.5853
61	82,200	0.7307	0.6850	0.6393
62	90,000	0.8000	0.7500	0.7000

Age	Annual Benefit Limitation Applicable to 12/31/86 Accrued Benefit	Annual Benefit Limitation Applicable for those born Before 1938*	Applicable Benefit Limitation Applicable for Those Born 1938-1954*	Annual Benefit Limitation Applicable for those Born After 1954*
63	90,000	0.8667	0.8000	0.7500
64	90,000	0.9333	0.8667	0.8000
65	90,000	1.0000	0.9333	0.8667
66	99,611	1.1068	1.0000	0.9333
67	110,593	1.2288	1.1102	1.0000
68	123,193	1.3688	1.2367	1.1139
69	137,713	1.53010	1.3825	1.2452
70	154,527	1.7170	1.5513	1.3973
71	174,098	1.9344	1.7478	1.5742
72	197,004	2.1889	1.9777	1.7814
73	223,973	2.4886	2.2485	2.0252
74	255,924	2.8436	2.5692	2.3141
75	294,022	3.2669	2.9517	2.6586
76	339,764	3.7752	3.4109	3.0722
77	395,082	4.3898	3.9663	3.5724
78	462,485	5.1387	4.6429	4.1819
79	545,280	6.0587	5.4741	4.9305
80	647,874	7.1986	6.5041	5.8582

* Factor must be multiplied by maximum dollar limit of Section 415(b)(1)(A) of the Code applicable to year of benefit commencement.

Notwithstanding the foregoing, for all purposes such determinations shall be made in accordance with Code Section 417(e)(3).

PART B

APPENDIX B-2

PROVISIONS RELATING TO PRIOR PLAN ACCRUED BENEFITS

1. The following provisions apply with respect to Prior Plan Accrued Benefits as deferred in Section B-1.25.

- (1) For Participants in the Prior Plan who performed an Hour of Service on or after January 11, 1988:

Benefit Service, Average Monthly Compensation and Social Security Benefit shall reflect Service rendered and Compensation received after the Normal Retirement Date, as those terms were defined in the Prior Plan.

- (2) For Participants in the Prior Plan, the monthly, normal retirement benefit of a Participant (and the Prior Plan Accrued Benefit related thereto) shall be as follows (capitalized terms noted below are as defined in the Prior Plan, and modified as noted in (1), above):

The monthly normal retirement benefit of a Participant shall be:

- (a) 1-1/2% of his Average Monthly Compensation multiplied by the period of his Benefit Service (to a maximum of 35 years), less
 - (b) 1-1/2% of his Social Security Benefit multiplied by the period of his Benefit Service (to a maximum of 35 years).

Provided, however, that such monthly normal retirement benefit in the case of a Participant retiring or terminating on or after March 1, 1978 shall not be less than the following minimum benefit:

1% of his Average Monthly Compensation multiplied by the period of his Benefit Service (to a maximum of 35 years), but subject to reduction to the extent necessary to assure that the sum of his normal retirement benefit and his Social Security Benefit shall, not exceed 85% of his Average Monthly Compensation.

- (3) The definition of Social Security Benefit is amended effective January 1, 1988 to read as follows:

"Social Security Benefit" shall mean, in the case of a Participant who retires on or after his Normal Retirement Date or who retires before the Critical Date of disability, the monthly amount estimated by the Company to be the Equivalent of the Primary Insurance Amount (Disability Insurance Benefit in the case of retirement for disability before the

Critical Date) which would be payable to the Employee under the Social Security Act as in effect on the Participant's Actual Retirement Date (disability retirement date in the case of a Participant who retires for disability before the Critical Date) assuming he: (1) is fully insured for such Social Security Benefit, (2) makes proper application therefor and (3) does not disqualify himself for payment of a Social Security Benefit by continuing in covered employment or otherwise.

In the case of a Participant who otherwise retires hereunder or who is entitled to a vested deferred benefit hereunder, Social Security Benefit shall mean the amount estimated by the Company to be the monthly equivalent of the Primary Insurance Amount which would be payable to the Participant commencing upon his attainment of age 65 under the provisions of the Social Security Act as in effect on his date of retirement or termination of employment, whichever is applicable, assuming: (1) he is fully insured for such Social Security benefit, (2) makes proper application therefor, (3) works in covered employment between his date of termination of employment with the Company and the January 1st next preceding his attainment of age 65 at the last annual rate of compensation paid to him by the Company (but not greater than the Social Security Maximum Wage Base applicable for such year) and (4) does not disqualify himself for payment of a Social Security benefit by continuing in covered employment or otherwise.

With respect to any estimate of Social Security Benefit made by the Company, covered wages prior to an Employee's date of termination shall be determined on the assumption that such wages had increased in accordance with average national wages as reported by the Social Security Administration.

Notwithstanding the foregoing, a written notice shall be provided to each terminating Employee which shall indicate that his Social Security Benefit has been estimated and that, if the Employee obtains a record of his earnings from the Social Security Administration, then the amount of his Social Security Benefit based on such record of past actual earnings shall be used in lieu of his estimated past earnings if his actual record would result in a lower Social Security benefit; provided, however, that a record of actual earnings shall only be used if it is submitted to the Company within 120 days following the later of the date of the Employee's termination or the date he receives such written notice.

PART B
APPENDIX B-3

Table of Social Security Integration Levels By Calendar Year	
Calendar Year	Social Security Integration Level¹
1989	\$26,809
1990	28,933
1991	31,170
1992	33,483
1993	35,891
1994	38,413
1995	40,954
1996	43,570
1997	43,600
1998	49,182
1999	52,235
2000	55,458
2001	58,795
2002	62,322
2003	62,322
2004	69,507
2005	73,224
2006	77,129
2007	81,130
2008	85,244
2009	89,472
2010	93,643
2011	97,777
2012	102,005
2013	106,347
2014	110,594
2015	114,765
2016	118,784

¹ Social Security Integration Level is calculated in accordance with Section B-1.32/

PART B

APPENDIX B-4

PRIOR PLAN PROVISIONS AS OF DECEMBER 31, 1975:

Definitions of Continuous Service and Credited Service

per Sections B-1.5

(a) 'Continuous Service' as of any particular date shall mean the number of years and completed months determined by the Company to represent a Participant's most recent unbroken period of such service with the Company. In the case of any Employee of Dover who was so employed as of the Effective Date of the Plan, his most recent unbroken period of service with any predecessor of the Company, as determined by the Company, shall be deemed to be Continuous Service with the Company. In addition, in any case where the Company has acquired or does acquire substantially all the operating assets of another corporation or other business organization and continues the business thereof, the Board of Directors may provide that for all the employees of such other corporation or business organization who shall become Employees of the Company, their most recent unbroken period of service with such other corporation or organization or the predecessor thereof shall be deemed to be Continuous Service with the Company. A break in Continuous Service shall be deemed to have occurred whenever an Employee quits, voluntarily resigns, is discharged by the Company, ceases to be employed on a regular full-time salaried basis or fails to return to the service of the Company after an approved leave of absence. If a former Employee is rehired after a break in Continuous Service his Continuous Service thereafter shall commence on the date he is rehired. A leave of absence to enter active service in the Armed Forces of the United States shall not be considered as a break in Continuous Service if:

- (1) the Employee was employed by the Company for a period of at least one (1) year prior to the time when such leave of absence commenced, and
- (2) the Employee makes application to the Company for re-employment within ninety (90) days after his discharge or release to inactive duty from such service, and
- (3) the Employee is re-employed within ninety (90) days after receipt by the Company of such application, and
- (4) the Employee does not voluntarily re-enlist or consent to active military service after the completion of the original term of his military service.

However, no Employee shall receive credit, for the purposes of the Plan, for more than three (3) years of Continuous Service in respect of all such periods of leave of absence for military duty.

(b) 'Credited Service' as of any particular date shall mean the number of years and completed months of Continuous Service, excluding any Continuous Service as follows:

- (i) Prior to the Participant's thirtieth (30th) birthday,
- (ii) after the Participant has been credited with thirty-five (35) years of Credited Service hereunder, and
- (iii) after the Participant's Normal Retirement Date.

PART B

APPENDIX B-5

PRIOR PLAN PROVISIONS RELATING TO ELIGIBILITY FOR PARTICIPATION

A. Prior to January 1, 1976 - Article 11, Section 11 of Pre-1976 Plan

Any Employee on the payroll of the Company as of the Effective Date who has not attained age fifty-nine (59) as of such date shall automatically become a Participant as of the first day of the month following the date he attains age thirty (30) and completes three (3) years of Continuous Service or as of the Effective Date, whichever is later. An Employee hired by the Company subsequent to the Effective Date shall automatically become a Participant in the Plan as of the first day of the month following the date such Employee attains age thirty (30) and completes three (3) years of Continuous Service.

B. On and After January 1, 1976 but Prior to January 1, 1985 - Article III, Section I of Pre-1985 Plan

Any Employee who was a Participant in the Plan on December 31, 1975 shall continue to be a Participant on and after January 1, 1976. Any other Employee shall automatically become a Participant as of the first day of the month following the date he attains age 25 and completes one year of Vesting Service or as of January 1, 1976, whichever is later, provided he has not attained age 65 as of that date and provided, further, that if he was hired on or after January 1, 1976, he had not attained age 60 as of his date of hire. For purposes of this Section 1 and Section 3 of this Article III only, an Employee who has completed at least 1,000 Hours of Service in the twelve calendar months following his date of employment shall be considered to have completed one year of Vesting Service.

C. On and After January 1, 1985 but Prior to January 1, 1988-Article III, Section 1 of Pre-1988 Plan

Any Employee who was a Participant in the Plan on December 31, 1975 shall continue to be a Participant on and after January 1, 1976. Any other Employee shall automatically become a Participant as of the first day of the month following the date he attains age 25 (age 21 effective January 1, 1985) and completes one year of Vesting Service or as of January 1, 1976, whichever is later provided he has not attained age 65 as of that date and provided, further, that if he was hired on or after January 1, 1976, he had not attained age 60 as of his date of hire. For purposes of this Section 1 and Section 3 of this Article III only, an Employee who has completed at least 1,000 Hours of Service in the twelve calendar months following his date of employment shall be considered to have completed one year of Vesting Service.