

BARNES GROUP INC.

CONSOLIDATED PENSION PLAN

Parts C – G

Hourly Employees

TABLE OF CONTENTS

ARTICLE C-1 INTRODUCTION	1
C-1.1 History	1
ARTICLE C-2 DEFINITIONS	4
C-2.1 Accrued Benefit	4
C-2.2 Anniversary Date	4
C-2.3 Compensation.....	4
C-2.4 Computation Period	6
C-2.5 Cumulative Service	6
C-2.6 Credited Service.....	6
C-2.7 Effective Date.....	6
C-2.8 Employee.....	6
C-2.9 Employment	7
C-2.10 Highest Average Earnings	7
C-2.11 Participant	8
C-2.12 Prior Hourly Plan	8
C-2.13 Retirement Benefit	8
C-2.14 Total and Permanent Disability.....	8
ARTICLE C-3 COMMENCEMENT OF PARTICIPATION.....	9
C-3.1 Participants on Effective Date.....	9
C-3.2 Other Participants.....	9
C-3.3 Eligibility Service.....	10
C-3.4 Employment With Non-Participating Affiliated Company.....	10
ARTICLE C-4 CUMULATIVE SERVICE	11
C-4.1 Cumulative Service	11
C-4.2 Credited Hours	12
C-4.3 Transfers of Employment.....	13
C-4.4 Reemployment	14
C-4.5 Continued Employment After Normal Retirement Date.....	15
ARTICLE C-5 ELIGIBILITY FOR RETIREMENT BENEFIT	16
C-5.1 Normal Retirement Date	16
C-5.2 Postponed Retirement Date.....	16
C-5.3 Early Retirement Date.....	16
C-5.4 Vesting Date.....	16
ARTICLE C-6 AMOUNT OF RETIREMENT BENEFIT AND PAYMENTS.....	18
C-6.1 (a) Basic Retirement Benefit	18
C-6.2 Normal Form of Payment.....	19
C-6.3 Normal Retirement Benefit	19

C-6.4 Early Retirement Benefit.....	19
C-6.5 Deferred Vested Retirement Benefit	20
C-6.6 Postponed Retirement Benefit.....	21
C-6.7 Adjustment for Workers' Compensation	21
C-6.8 Special Adjustments to Retirement Benefit and Benefits Payable to Retired Participants and Surviving Spouses	21
C-6.9 Voluntary Lump Sum Window	22
ARTICLE C-7 PRE-RETIREMENT SURVIVOR ANNUITY	23
C-7.1 Eligibility.....	23
C-7.2 Pre-Retirement Survivor Annuity Benefit.....	23
C-7.3 Pre-Retirement Survivor Annuity Coverage	24
C-7.4 No Duplication of Death Benefit Coverage	24
C-7.5 Death While on Military Leave.....	24
ARTICLE C-8 NORMAL AND OPTIONAL PAYMENT FORMS OF RETIREMENT BENEFIT	27
C-8.1 Waiver of Normal Form of Benefit Payment	27
C-8.2 Notice to Participants	28
C-8.3 Optional Forms of Payment	28
ARTICLE D-1 DEFINITIONS	51
D-1.1 Accrued Benefit	51
D-1.2 Actuarial Equivalent	51
D-1.3 Benefit Accrual Years of Service.....	51
D-1.4 Break in Service.....	53
D-1.5 Compensation for purposes of Sections D-4.1, D-4.2 and D-4.3.....	53
D-1.6 Early Retirement Date.....	54
D-1.7 Eligible Employee.....	54
D-1.8 Hour of Service	54
D-1.9 Normal Retirement Age	54
D-1.10 Normal Retirement Date	54
D-1.11 Participant	54
D-1.12 Permitted Leave	54
D-1.13 Predecessor Plan	54
D-1.14 Preretirement Death Benefit.....	55
D-1.15 Prior Plan	55
D-1.16 Qualified Joint and Survivor Annuity	55
D-1.17 Qualified Preretirement Survivor Annuity	55
D-1.18 Rehired Employee.....	55
D-1.19 Retirement.....	55
D-1.20 Retirement Benefit	56
D-1.21 Total and Permanent Disability.....	56
D-1.22 Total and Permanent Disability Benefit.....	56
D-1.23 Vested Interest	56
D-1.24 Vesting Years of Service.....	56
D-1.25 Year of Service -	56

ARTICLE D-2 PARTICIPATION	57
D-2.1 Participation on September 17, 2004.....	57
D-2.2 Participation after September 17, 2004.....	57
D-2.3 Cessation of Participation	57
D-2.4 Participation Upon Reemployment.....	57
D-2.5 Effect of Change in Job Status Upon Eligibility.....	57
ARTICLE D-3 RETIREMENT BENEFITS	58
D-3.1 General.....	58
D-3.2 Retirement Benefit On or After Normal Retirement Date	58
D-3.3 Retirement Benefit Upon Early Retirement.....	58
D-3.4 Retirement Benefit Upon Total and Permanent Disability	59
D-3.5 Retirement Benefit Upon Termination of Employment	59
D-3.6 Transferred Employee; Change in Status as Eligible Employee	60
D-3.7 Retirement Benefit of Rehired Employee.....	60
D-3.8 Suspension of Benefit Payments Upon Reemployment On or After Normal Retirement Date	61
D-3.9 Actuarial Adjustment for Benefits Commencing After Age 70-1/2	61
ARTICLE D-4 VESTING	63
D-4.1 Time of Vesting	63
ARTICLE D-5 DISTRIBUTION	64
D-5.1 Election of Form of Distribution	64
D-5.2 Vested Interest Not in Excess of \$5,000.....	64
D-5.3 Timing of Distribution; Annuity Starting Date.....	64
D-5.4 Election to Receive Distribution Before Normal Retirement Date.....	65
D-5.5 Reductions for Early Distribution.....	65
D-5.6 Qualified Joint and Survivor Annuity for Married Participants	65
D-5.7 Notification of Right to Waive Qualified Joint and Survivor Annuity or to Receive a Distribution Under Section D-5.4	66
D-5.8 Spousal Consent.....	67
D-5.9 Reductions for Distributions After Normal Retirement Date	67
D-5.10 Voluntary Lump Sum Window	67
ARTICLE D-6 PRERETIREMENT DEATH BENEFITS	68
D-6.1 Preretirement Death Benefit	68
D-6.2 Form of Preretirement Death Benefit	68
D-6.3 Timing of Distribution; Annuity Starting Date.....	68
D-6.4 Election to Receive Preretirement Death Benefit Before Normal Retirement Date.....	69
D-6.5 Required Distribution	69
D-6.6 Incidental Death Benefits	69
D-6.7 Spouse -	69
D-6.8 Death While on Military Leave -	69
ARTICLE E-1 INTRODUCTION	76

ARTICLE E-2 DEFINITIONS.....	78
E-2.1 Union	78
E-2.3 Employee	78
E-2.4 Participant	78
E-2.6 Seniority	78
E-2.6 Service.....	78
E-2.7 Credited Service	78
E-2.8 Plan Conversion Date	78
E-2.9 Unreduced Federal Social Security Benefit	79
E-2.10 Actuarial Equivalent Value	79
ARTICLE E-3 ELIGIBILITY FOR RETIREMENT AND AMOUNT OF PENSION	80
E-3.1 Normal Retirement	80
E-3.2 Early Retirement	80
E-3.3 Total and Permanent Disability Retirement	82
E-3.4 Participants Not Actively At Work.....	83
E-3.5 Pre-Retirement Surviving Spouse's Pension	83
E-3.6 Retention Of Deferred Pension If Separated	86
ARTICLE E-4 SERVICE AND CREDITED SERVICE.....	88
E-4.1 Service.....	88
E-4.2 Credited Service Prior To Effective Date	89
E-4.3 Credited Service Subsequent To Effective Date	89
ARTICLE E-5 BREAK IN, AND LOSS OF SERVICE AND CREDITED SERVICE.....	91
E-5.1 Credited Service – Effect Of Break In Seniority Before The Plan Conversion Date	91
E-5.2 Service, Credited Service – Effect Of Break-In-Service After The Plan Conversion Date.....	91
ARTICLE E-6 DETERMINATION ON ACCOUNT OF SOCIAL LEGISLATION.....	93
E-6.1 Determination Of Federal Social Security Benefits For Age Or Disability	93
ARTICLE E-7 401(h) ACCOUNT	94
E-7.1 Effective July 1, 1996, the Corporation will establish a Section 401(h) account	94
ARTICLE E-8 PLAN ADMINISTRATION	95
E-8.1 Small Benefits.....	95
E-8.2 Suspension of Benefits at Option of Employee	96
ARTICLE E-9 PENSION PAYMENTS AND GENERAL PROVISIONS	97
E-9.1 Payment Of Pension	97
E-9.2 Surviving Spouse Option Upon Retirement	98
E-9.3 Social Security Option.....	101

E-9.4A	Optional Methods Of Payment For Employees Of The Curtis Industries UAW Retirement Income Plan	102
E-9.5	Election Of Options	103
E-9.6	Cessation Of Payments To Pensioner	103
E-9.7	Effect Of Retirement On Employment Status And Seniority	104
ARTICLE E-10 RETIREE HEALTH CARE BENEFITS		105
E-10.1	Effective July 1, 1996	105
ARTICLE F-1 DEFINITIONS		119
F-1.1	Actuarial Equivalent Value	119
F-1.2	Annuity Starting Date	119
F-1.3	Basic Monthly Benefit	119
F-1.4	Credited Service	119
F-1.5	Employee	119
F-1.6	Hours of Service	119
F-1.7	Participant	120
F-1.8	Participating Division	120
F-1.9	Prior Plan	120
F-1.10	Seniority	120
F-1.11	Union	120
F-1.12	Years of Employment	120
ARTICLE F-2 RETIREMENT BENEFITS		121
F-2.1	Basic Monthly Benefit	121
F-2.2	Normal Retirement	123
F-2.3	Early Retirement	124
F-2.4	Separation from Employment	124
F-2.5	Deduction for Workers' Compensation	124
F-2.6	Accident and Sickness Benefits	124
ARTICLE F-3 DISABILITY RETIREMENT		126
F-3.1	Disability Retirement -	126
F-3.2	Total and Permanent Disability -	126
F-3.3	Continuance of Disability	127
ARTICLE F-4 SURVIVING SPOUSE BENEFITS AND OPTIONAL FORMS OF ANNUITY		128
F-4.1	Pre-Retirement Surviving Spouse Pension -	128
F-4.2	Cost of Pre-Retirement Surviving Spouse Pension Coverage	130
F-4.3	Waiver of Pre-Retirement Surviving Spouse Pension Coverage	130
F-4.4	Written Explanation of Pre-Retirement Surviving Spouse Pension	130
F-4.5	Surviving Spouse Option Upon Retirement -	131
F-4.6	Social Security Option -	133
F-4.7	Optional Forms of Payment	133
F-4.8	Death While on Military Leave	134

F-4.9 Voluntary Lump Sum Window.....	135
ARTICLE F-5 SERVICE AND CREDITED SERVICE	136
F-5.1 Hours of Service -	136
F-5.2 Years of Employment	138
F-5.3 Credited Service.....	138
F-5.4 Loss of Hours of Service, Years of Employment, and Credited Service	139
F-5.5 Vesting -	139
F-5.6 Reemployment of Non-Vested Persons -	140
F-5.7 Transfers of Employment	141
ARTICLE F-6 PRIOR PLAN BENEFITS	142
F-6.1 Applicability of This Plan.....	142
ARTICLE G-1 INTRODUCTION	149
ARTICLE G-2 DEFINITIONS	150
G-2.1 Accrued Benefits	150
G-2.2 Actuarial Equivalent	150
G-2.3 Benefit Accrual Years of Service	150
G-2.4 Break in Service.....	151
G-2.5 Compensation	151
G-2.6 Defined Benefit Plan.....	152
G-2.7 Defined Contribution Plan	152
G-2.8 Early Retirement Date	152
G-2.9 Effective Date	152
G-2.10 Eligible Employee	152
G-2.11 Employer	152
G-2.12 Hour of Service	152
G-2.13 Normal Retirement Age	152
G-2.14 Normal Retirement Date	152
G-2.15 Participant	152
G-2.16 Plan Year	152
G-2.17 Predecessor Plan.....	152
G-2.18 Preretirement Death Benefit.....	153
G-2.19 Prior Troy Plan.....	153
G-2.20 Prior Plan.....	153
G-2.21 Qualified Joint and Survivor Annuity	153
G-2.22 Qualified Preretirement Survivor Annuity	153
G-2.23 Rehired Employee	153
G-2.24 Retirement	154
G-2.25 Retirement Benefit	154
G-2.26 Total and Permanent Disability Benefit	154
G-2.27 Union.....	154
G-2.28 Vested Interest.....	154
G-2.29 Vesting Years of Service.....	154

G-2.30	Year of Service.....	154
ARTICLE G-3 PARTICIPATION		155
G-3.1	Participation on Effective Date.....	155
G-3.2	Participation after Effective Date	155
G-3.3	Cessation of Participation	155
G-3.4	Participation Upon Reemployment.....	155
G-3.5	Effect of Change in Job Status Upon Eligibility.....	155
ARTICLE G-4 RETIREMENT BENEFITS		156
G-4.1	General.....	156
G-4.2	Retirement Benefit On or After Normal Retirement Date	156
G-4.3	Retirement Benefit Upon Early Retirement.....	157
G-4.4	Retirement Benefit Upon Total and Permanent Disability	157
G-4.5	Retirement Benefit Upon Termination of Employment	159
G-4.6	Transferred Employee; Change in Status as Eligible Employee	159
G-4.7	Retirement Benefit of Rehired Employee.....	160
G-4.8	Suspension of Benefit Payments Upon Reemployment on or After Normal Retirement Date	160
G-4.9	Medicare Supplemental Benefits.....	161
G-4.10	Actuarial Adjustment for Benefits Commencing After Age 70-1/2	161
ARTICLE G-5 VESTING.....		162
G-5.1	Time of Vesting -.....	162
ARTICLE G-6 DISTRIBUTION		163
G-6.1	Election of Form of Distribution	163
G-6.2	Vested Interest Not in Excess of \$5,000.....	163
G-6.3	Timing of Distribution; Annuity Starting Date.....	163
G-6.4	Election to Receive Distribution Before Normal Retirement Date.....	164
G-6.5	Reductions for Early Distribution.....	164
G-6.6	Qualified Joint and Survivor Annuity for Married Participants	164
G-6.7	Notification of Right to Waive Qualified Joint and Survivor Annuity or to Receive a Distribution Under Section G-6.4	165
G-6.8	Reductions for Distributions After Normal Retirement Date	166
G-6.9	Voluntary Lump Sum Window.....	166
ARTICLE G-7 DEATH BENEFITS.....		167
G-7.1	Preretirement Death Benefit	167
G-7.2	Election to Waive Qualified Preretirement Survivor Annuity; Charge for Qualified Preretirement Survivor Annuity	167
G-7.3	Procedure for Waiving Qualified Preretirement Survivor Annuity	167
G-7.4	Notification of Right to Waive Qualified Preretirement Survivor Annuity.....	167
G-7.5	Form of Preretirement Death Benefit	168
G-7.6	Timing of Distribution; Annuity Starting Date.....	168
G-7.7	Election to Receive Preretirement Death Benefit Before Normal Retirement Date	168

G-7.8 Required Distribution 169

G-7.9 Spouse..... 169

G-7.10 Death While on Military Leave..... 169

PART C

Eligible Employees Formerly Participants under the Prior Hourly Plan

The provisions of this Part C of the Plan are applicable solely to eligible employees of the Company who were formerly participants under the Barnes Group Inc. Hourly Employees' Pension Plan ("Prior Hourly Plan") which was merged into the Plan. In the event of any conflict between any term or provision contained in Part A and Part C as it or they may apply to an eligible employee of the Company, the term or provision in this Part C shall govern.

ARTICLE C-1

INTRODUCTION

C-1.1 History - The Prior Hourly Plan was an amendment to, restatement of and continuation of the Associated Spring Corporation's Pension Plan For Hourly Rate Employees not represented by a collective bargaining agent and Holister Division Pension Plan For Hourly Rate Employees. The Prior Hourly 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 the "GUST" legislation. Subsequently, the Prior Hourly Plan was amended and restated effective as of January 1, 2005, except as otherwise provided therein, in order to incorporate prior amendments to the Prior Hourly Plan, to reflect the merger of the provisions of the Dover Corporation Hourly Pension Plan covering nonunion hourly employees of the De-Sta-Co division of Dover Resources, Inc. into the Prior Hourly Plan effective September 17, 2004, and the merger of the Elizabethtown, Kentucky, Division Pension Plan for Hourly-Rated Employees into the Prior Hourly Plan effective August 31, 2005.

C-1.2 Effective August 31, 1999, U.S. nonunion hourly employees of the Hyson division, part of the Precision Component unit, became eligible for coverage under the further terms of the Prior Hourly Plan.

C-1.3 Effective December 31, 2003, the Barnes Group Inc. - Bowman Products Division Pension Plan for Hourly Rate Employees Represented by the United Automobile, Aerospace and Agricultural Implement Workers of America (A.F.L. - C.I.O.) as Amended and Restated Effective January 1, 1999, was merged into the Prior Hourly Plan and became a part of the Prior Hourly Plan as an attachment (Appendix B). Notwithstanding the foregoing, effective as of May 8, 2015, for purposes of the Bowman Products attachment (Appendix B) to the Prior Hourly Plan, in addition to the retirement income distributions provided thereunder, a Participant who is a Window Retiree, as defined in Part E, Appendix E-3, shall be entitled to the Window Retirement Benefit described in such Appendix E-3.

C-1.4 Effective December 31, 2003, all assets and liabilities of the Barnes Group Inc. - Bowman Products Division Pension Plan for Hourly Rate Employees Represented by the United

Automobile, Aerospace and Agricultural Implement Workers of America (A.F.L. - C.I.O.) were transferred to the Prior Hourly Plan.

C-1.5 Due to the Barnes Group Inc.'s acquisition of Curtis Industries, Inc. and KAR Products, LLC, certain employees of these acquired companies became eligible for coverage under the further terms of the Prior Hourly Plan effective as of the dates shown below:

Acquired Company	Eligible Employees	Coverage/Participation Effective Date
Curtis Industries, Inc.	Non-Union Hourly Employees in the Reno Distribution Center, part of BD North America	July 1, 2002 or date of employment, if later
Curtis Industries, Inc.	Non-Union Hourly Employees in the Shelbyville Distribution Center, part of BD North America	January 1, 2003 or date of employment, if later
KAR Products, LLC	Non-Union Hourly Employees in the Chicago and Atlanta Distribution Center, part of BD North America	January 1, 2004 or date of employment, if later

For those eligible employees identified above, Cumulative Service as used for vesting purposes only, shall be credited from their original date of hire with the acquired company. Credited Service, Highest Average Earnings, Compensation used in the determination of their retirement benefits, and for purposes of being considered Participants under this Plan in accordance with Article C-3, the dates shown under Coverage/Participation Effective Date above shall apply.

C-1.6 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 Hourly Pension Plan attributable to nonunion hourly employees of the De-Sta-Co division of Dover Resources, Inc. were transferred into the Prior Hourly Plan and applicable provisions of such plan were merged into the Prior Hourly Plan.

C-1.7 Due to the merger of the Elizabethtown, Kentucky, Division Pension Plan for Hourly-Rated Employees effective August 31, 2005, the assets and liabilities of such plan were transferred into the Prior Hourly Plan.

The Prior Hourly Plan was further amended and restated as of January 1, 2011 to continue qualification of the Plan under Section 401(a) of the Internal Revenue 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 Prior Hourly Plan was further amended and restated effective as of January 1, 2016 to incorporate prior amendments and to continue qualification of this Plan under Section 401(a) of the Code. The Prior Hourly Plan was merged with and into the Plan effective 11:59:59 December 31, 2016.

This Part C shall have no adverse effect upon the benefit for which any former employee who retired or terminated before January 1, 2005 may be eligible under the terms and provisions of the Prior Hourly Plan as in effect prior to January 1, 2005 (including any benefit payable to a Beneficiary of such a former Employee); provided, however, that Sections C-6.7 and A-16.3 of the Plan shall apply.

ARTICLE C-2

DEFINITIONS

The definitions provided in Part A of the Plan shall apply to Part C of the Plan except to the extent a different definition is specifically provided under Part C.

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

C-2.2Anniversary Date - shall mean January 1 of each year subsequent to the Effective Date.

C-2.3Compensation - 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. Compensation shall include any amount which would be considered Compensation under this Paragraph C-2.3 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 changes in the cost of living as provided in Section 415(d) of the Internal Revenue 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 this 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 Internal Revenue 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 may be 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 Code section 415(d) 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 \$150,000 for any determination period beginning in 1996 or earlier; \$160,000 for any determination period beginning in 1997, 1998 or 1999; and \$170,000 for any determination period beginning in 2000 or 2001. 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.

C-2.4Computation Period - shall mean any complete calendar year.

C-2.5Cumulative Service - shall mean years considered in the determination of participation and vesting requirements as determined pursuant to Article C-3, Article C-4 and Article C-5.

C-2.6Credited Service - shall mean years of Service considered in the determination of a monthly Retirement Benefit under the Plan as determined pursuant to Article C-6, provided, however, that any calendar year in which the Participant has 1,700 or more credited hours shall be counted as one full year of Credited Service. Where credited hours during a calendar year are less than 1,700 hours, a proportionate credit shall be given. Employees of the Hyson division shall commence receiving Credited Service effective August 31, 1999 under this Plan.

C-2.7Effective Date - shall mean December 1, 1975 for purposes of the Prior Hourly Plan, except that, in the case of an Affiliated or Subsidiary Company that adopts the Plan, the Effective Date shall be the date the Affiliated Company or Subsidiary Company designates at the time it becomes a participating Employer.

C-2.8Employee - shall mean effective as of January 1, 1997, any person (excluding commission sales agents and field sales Bowman employees holding the following positions: customer sales representative and customer 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. 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. Effective August 31, 1999, any U.S. nonunion hourly employees of the Hyson division shall be deemed employees under the further terms of this Plan. Effective July 1, 2002, all current nonunion hourly employees and newly hired nonunion hourly employees of the Reno Distribution Center of Curtis Industries, Inc. shall be deemed employees under the further terms of this Plan. Effective January 1, 2003, all current nonunion employees and newly hired nonunion hourly employees in the Shelbyville Distribution Center of Curtis Industries, Inc. shall be deemed employees under the further terms of this Plan. Effective January 1, 2004, all current nonunion hourly employees and newly hired nonunion hourly employees in the Chicago and Atlanta Distribution Center of KAR Products, LLC shall be deemed employees under the further terms of this Plan.

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 the 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 Company 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 requirements of Article 3. If a person not classified by the Company 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 3.

C-2.9Employment - 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 Hyson division employees, Curtis Industries employees and KAR Products, LLC employees shall be determined under the terms of any prior plan in which they may have participated prior to becoming Participants under this Plan.

C-2.10Highest Average Earnings - effective January 1, 1988 shall mean the highest average of the Participants annualized Compensation (based on 2,080 hours) 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 if a Participant is Totally and Permanently Disabled it

shall be assumed that his earnings remain at the same level until such Participant's Normal Retirement Date or earlier Termination Date. For purposes of this definition, the Participant's consecutive years of participation shall be determined disregarding periods between the Participant's Termination Date and the date on which he becomes reemployed.

For employees of the Hyson division, Compensation earned prior to their becoming Participants under this Plan, shall not be used in the determination of their Highest Average Earnings as defined above.

C-2.11 Participant- shall mean any Employee who participates in the Plan pursuant to Article C-3.

C-2.12 Prior Hourly Plan - shall mean the Barnes Group Inc. Hourly Employees' Pension Plan, as amended from time to time, which was merged into the Plan effective December 31, 2016.

C-2.13 Retirement Benefit - shall mean the amount of monthly benefit for which a Participant is eligible pursuant to Article C-5, calculated in accordance with Article C-6.

C-2.14 Total and Permanent Disability – shall mean inability to engage in substantial activity by reason of a medically determinable physical or mental impairment which can be expected to result in death or to be of a long continued and indefinite duration. The total and permanent disability of an Employee shall be determined by the Benefits Committee in accordance with nondiscriminatory rules uniformly applied upon the basis of certification by one or more physicians selected by the Benefits Committee.

ARTICLE C-3
COMMENCEMENT OF PARTICIPATION

C-3.1 Participants on Effective Date - Each Employee participating under the Prior Hourly Plan as in effect on December 31, 1998 shall continue to participate under the Plan as of January 1, 1999; provided he then remains an Employee. Effective August 31, 1999, U.S. nonunion hourly employees of the Hyson division shall be considered Participants under the Prior Hourly Plan subject to the further terms of this Plan. Effective July 1, 2002, all nonunion hourly employees and newly hired employees in the Reno Distribution Center of Curtis Industries, Inc. shall be deemed Participants under the Prior Hourly Plan subject to the further terms of this Plan. Effective January 1, 2003, all nonunion hourly employees in the Shelbyville Distribution Center of Curtis Industries, Inc. shall be deemed Participants under the Prior Hourly Plan subject to the further terms of this Plan. Effective January 1, 2004, all nonunion hourly employees in the Chicago and Atlanta Distribution Center of KAR Products, LLC shall be deemed Participants under the Prior Hourly Plan subject to the further terms of this Plan.

C-3.2 Other Participants - Except as provided in Section C-3.1, each Employee compensated on an hourly basis shall become a Participant in this Part C of the Plan on the first day of the month coincident with or otherwise next following his Employment, but not before the Effective Date, provided that:

- (a) he completes one year of eligibility service in accordance with Section C-3.3 by the end of the twelve consecutive month period beginning on the date he commences Employment;
- (b) 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;
- (c) he is not then compensated on a salaried 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; and
- (d) he is not classified as a Leased Employee.

If an Employee does not complete one year of eligibility service in accordance with Section C-3.3 by the end of the twelve consecutive month period beginning on the date of his Employment, he shall become a Participant at the end of the first Plan Year after completion of one year of eligibility service.

An Employee who was initially hired by the Employer prior to January 1, 1988 after attaining age 60 will become a Participant 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 and otherwise eligible to participate in the Plan.

An Employee who has completed a year of eligibility service, but does not become a Participant by reason of subsection (b) or (c) above, shall become a Participant on the date he is no longer precluded from participation if he is then an Employee.

C-3.3 Eligibility Service - For the purpose of Section C-3.2, an Employee shall complete one year of eligibility service at the end of the twelve consecutive month period beginning on the date of his Employment, if he then has 1,000 or more credited hours pursuant to Section C-4.2. An Employee who has less than 1,000 credited hours during the twelve consecutive month period beginning on the date of Employment shall complete one year of eligibility service at the end of the first Plan Year beginning during his Employment in which he has 1,000 or more credited hours.

For purposes of the above paragraph, Employees of the Hyson division shall receive credit for eligibility service completed while employees of the Hyson division.

C-3.4 Employment With Non-Participating Affiliated Company - For purposes of Section C-3.3, any period as an employee of a non-participating Affiliated Company shall be deemed employment. Any person who completes one year of eligibility service as a result of this Section C-3.4 shall become a Participant on the date of his Employment with a participating Employer.

ARTICLE C-4
CUMULATIVE SERVICE

C-4.1 Cumulative Service - Cumulative Service shall be based upon credited hours which shall be accumulated in each Computation Period pursuant to Section C-4.2. In determining Cumulative Service for purposes of Section C-5.4 during the period before an Employee becomes a Participant, any period as an employee of a non-participating Affiliated Company or Subsidiary Company shall be deemed Employment as well as any period as an employee of the Hyson division.

(a) One year of Cumulative Service shall be accumulated during any such Computation Period in which an Employee has 1,000 or more credited hours. Notwithstanding the preceding sentence, an Employee who becomes a Participant pursuant to Section C-3.2 and has 1,000 credited hours in the first twelve months of his Employment, but less than 1,000 credited hours in each of his first two Computation Periods, shall be deemed to have 1,000 credited hours in the second such Computation Period.

(b) No Cumulative Service shall be accumulated during any such Computation Period in which an Employee has less than 1,000 credited hours, provided that:

- (i) If an Employee has less than 1,000 credited hours but has at least 501 credited hours, his continuity of Cumulative Service shall not be broken because of his failure to accumulate additional Cumulative Service.
- (ii) If an Employee has less than 501 credited hours, he shall have a one-year break in service. Unless he is eligible to receive retirement benefits under Article C-5, Cumulative Service earned prior to the one-year break in service shall not be lost; provided, however, that service lost may be reinstated under Section C-4.4.

(c) (i) To the extent that an Employee does not receive credited hours under Section C-4.2, the hours of service described in Section C4.1(c)(ii) shall be treated as credited hours under Section C-4.1(b)(ii) solely for purposes of determining whether a one-year break-in-service has occurred.

- (ii) Hours of service for purposes of determining whether a one-year break has occurred shall include the hours of service which would have been credited to the Employee, or 8 hours per service day if the Plan administrator is unable to determine said hours, but for absence from work for any period beginning on or after January 1, 1985, by reason of the pregnancy of the individual, by reason of birth of a child of the individual, by reason of the placement of a child with the individual in connection with the adoption of such child by the individual, or for purposes of caring for such child for a period beginning immediately following such birth or placement; and provided, however, that the total hours of service

attributable to such absence which shall be credited under this Section C-4.1 and Section C-4.2 shall not exceed 501 hours.

- (iii) The hours of service earned pursuant to this Section C-4.1(c) shall be credited only in the Computation Period in which the absence from work begins if a one-year break-in-service would occur but for crediting hours pursuant to this subsection 4.1(c), or, in any other case, in the immediately following Computation Period.

C-4.2 Credited Hours - In each Computation Period during his Employment, an Employee will receive one credited hour for each hour for which he is directly or indirectly paid for the performance of duties, determined as follows:

(a) For Computation Periods before January 1, 1976, credited hours will be determined on the basis of 40 hours for each week of Employment.

(b) For Computation Periods after January 1, 1976, credited hours will be determined on the following basis:

- (i) For exempt hourly Employees under the Fair Labor Standards Act, on the basis of 45 hours for each week of Employment, or such other basis as the Benefits Committee determines to be appropriate and not inconsistent with ERISA.
- (ii) For nonexempt hourly Employees under the Fair Labor Standards Act, on the basis of payroll records; provided, however, that an hour paid at premium pay shall be one credited hour.

(c) The following payments in a Computation Period, whether or not for the performance of duties, shall give rise to credited hours:

- (i) Back pay for hours of Employment not already included in credited hours for the Computation Period to which such back pay is allocated.
- (ii) Holiday pay.
- (iii) Vacation pay.
- (iv) Payment made directly by the Employer to the Employee during a period of absence approved or authorized by the Employer in accordance with policies applicable on a uniform and nondiscriminatory basis to Employees in similar circumstances.

In addition, effective January 1, 1994, the following periods shall be considered as giving rise to Cumulative Service on the basis of up to 40 hours per week (but not to exceed the Participant's regularly scheduled hours per week) for each full week.

(d) Authorized leave of absence without pay granted in accordance with uniform non-discriminatory policies for Employees in similar circumstances, up to 104 consecutive weeks.

(e) Temporary layoff due to closing of a work location or reduction in personnel, up to 52 consecutive weeks.

(f) 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.

(g) Periods of Total and Permanent Disability.

(h) Periods during which the Employee was compensated on a salaried basis prior to becoming a Participant.

(i) 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.

Notwithstanding the foregoing, if a Participant does not return to Employment at the expiration of such a period of absence, layoff, or 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.

C-4.3 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 C-3.2(b) or (c), shall be deemed to have become suspended under the Plan as long as he continues to be in the Employment of the Employer, an Affiliated Company or a participating Subsidiary Company.

(a) During any such period of suspension, Cumulative Service shall accumulate pursuant to the requirements of Section C-4.1 as if he were in Employment, but no such accumulation of Cumulative Service after the date of transfer shall be considered for the purpose of Section C-6.1, or Section C-6.5.

(b) The suspended Participant's eligibility for Retirement Benefit pursuant to Article C-5, and the amount pursuant to Article C-6, shall be determined when he ceases to be an employee of the employer to which he was transferred, which shall be deemed his Termination Date (except as provided in subsection (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 purposes of Section C-6.1 based on credited hours after the date of transfer. In addition, he shall accumulate one year of Credited Service (or a fraction thereof) for each Computation Period during such period of suspension.

C-4.4 Reemployment - A Participant whose Employment ceases (determined in accordance with Sections C-4.2 and C-4.3) shall have reached a Termination Date for purposes of determining his eligibility for Retirement Benefit pursuant to Article C-5 and the amount of such Retirement Benefit pursuant to Article C-6. If later reemployed, the Participant then shall be treated as follows:

(a) If the Participant was not eligible for any benefit pursuant to Article C-5 and is reemployed after incurring a one-year break-in-service under Section C-4.1(b)(ii), he shall be treated upon reemployment as a new Employee for purposes of Article C-3. Any Cumulative Service such Participant may have had before his most recent Termination Date shall be reinstated at the time he again becomes a Participant only if (i) the number of consecutive one-year breaks-in-service is less than the number of years of such Cumulative Service earned prior to the one-year break, or if (ii) such Participant becomes an Employee prior to the elapse of five consecutive one-year breaks-in-service.

(b) If a Participant is reemployed prior to incurring a break in Cumulative Service under Section C-4.1(b)(ii) or was eligible for any benefit pursuant to Article C-5 but Retirement Benefit is not yet payable to him, he shall be reinstated as a Participant, with his Cumulative Service before his most recent Termination Date added to any Cumulative Service accumulated during subsequent Employment.

(c) Effective January 1, 1996, if Retirement Benefit has been paid to a Participant, benefit payments shall be suspended for any month in which a Participant: (a) works more than 120 hours in a calendar month; or (b) works more than forty hours in a calendar month after working more than 40 hours in any three previous calendar months during the calendar year. If benefit payments have been suspended pursuant to this Section C-4.4 (c), benefit payments shall resume commencing with the first month during which the Participant completes less than 40 hours of service. The following rules shall apply to any such suspension or resumption of benefit payments.

- (i) For the purpose of this subsection (c), hours of service shall be determined pursuant to Section C-4.2.
- (ii) In the event a Participant who has had his benefit payments suspended pursuant to this subsection (c) should complete less than 40 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 less than 40 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 less than 40 hours of service, less any amount deducted pursuant to (iii) below.
- (iii) Effective January 1, 1996, 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 C-4.4, 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, Beneficiary, or Contingent Annuitant), 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.

- (iv) If a Participant's death occurs during any period in which he is reemployed and his benefit payments have been suspended pursuant to this subsection (c), 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.
- (v) 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 retirement.
- (vi) 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, both before and after reemployment, been a single, uninterrupted period of participation.
- (vii) 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 re-employment.

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 layoffs, or
- (iii) to which the back pay award or agreement pertains.

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.

C-4.5 Continued Employment After Normal Retirement Date - In the event a Participant continues employment after his Normal Retirement Date, benefit payments shall be suspended during such continued employment only with respect to calendar months during which the Participant completes 40 or more hours of service. Any such suspension of benefit payments shall be subject to the rules of Section C-4.4.

ARTICLE C-5
ELIGIBILITY FOR RETIREMENT BENEFIT

C-5.1 Normal Retirement Date - The Normal Retirement Date effective January 1, 1988 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 or she 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 a Retirement Benefit commencing on such date.

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

(a) Subject to Section C-4.5, any Participant so remaining employed shall not be entitled to receive payment 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. Effective on or after January 1, 1988, the Participant's Retirement Benefit shall be the amount described in Article C-6 as in effect on the Participant's Retirement Date calculated on the basis of his Highest Average Earnings and Credited Service as of his Retirement Date.

(b) If the Participant should die after 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.

C-5.3 Early Retirement Date - A Participant who attained his 55th, but not his 65th birthday and who has completed at least 10 years of Cumulative Service for vesting, may retire on an Early Retirement Date which shall be the first day of the month following his Termination Date or on the first of any subsequent month prior to the Normal Retirement Date. A Participant retiring on an Early Retirement Date shall be entitled to an Early Retirement Benefit determined pursuant to Section C-6.4(a) or (b). In the absence of an election, Section C-6.4(b) shall apply and benefits shall commence as of a Participant's retirement date. If the Participant shall make an election under Section C-6.4(a), his benefits shall commence as of his Normal Retirement Date.

If a Participant who elects to defer his Early Retirement Benefit payments, pursuant to Section C-6.4(a), dies before Normal Retirement Date, leaves a surviving Spouse, and has not waived the normal form of annuity described in Section C-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 6.4(b).

C-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

C-6.5(a) or (b). The applicable paragraph of Section 6.5 shall depend upon whether Retirement Benefit payments begin when the Participant reaches his 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 requirement.

- (i) Effective January 1, 1989, five or more years of Cumulative 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 when the Participant has received Disability Benefits for two years under Article C-7A.

(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.

ARTICLE C-6

AMOUNT OF RETIREMENT BENEFIT AND PAYMENTS

C-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 (i) plus (ii) plus (iii) where:

- (i) equals 30% of 1/12 of his Highest Average Earnings, multiplied by the ratio of his years of Credited Service up to 25 years with the Employer; except that for this purpose an Employee shall be given prorata credit for any year of Employment during which he receives less than 1,700 credited hours;
- (ii) equals 1/2% of 1/12 of his Highest Average Earnings multiplied by his years of Credited Service over 25 years with the Employer; except that for this purpose an Employee shall be given prorata credit for any year of Employment during which he receives less than 1,700 credited hours;
- (iii) equals 3% of the total of (i) plus (ii) above times the Participant's full years of Employment after age 62.

(b) Basic 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) A Participant's basic Retirement Benefit shall be reduced in the manner described in Article C-7 for periods when the pre-retirement survivor annuity coverage was in effect.

Notwithstanding the provisions of this Section C-6.1 above, the minimum basic Retirement Benefit payable under this Plan to a Participant who retires on or after his Normal Retirement Date shall be an amount equal to the Retirement Benefit accrued to December 1, 1975 under the Associated Spring Corporation's Pension Plan for Hourly Rate Employees not represented by a collective bargaining agent and Holister Division Pension Plan for Hourly Rate Employees.

Notwithstanding the foregoing, a Participant's Retirement Benefit upon retirement on or after his Normal Retirement Date shall not be less than the amount of the Retirement Benefit that would have been payable to him, determined in accordance with Section C-6.4, if he had retired on an Early Retirement Date.

C-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 in the form of a Qualified Joint and Survivor Annuity option with the 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 C-6.

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 purposes of this form of payment, the total amount that will be paid in the Qualified Joint and Survivor Annuity form of payment to such individuals will not exceed the amount payable if there were only one Spouse. In such situations, the amount payable to each individual shall be paid for life to such individual.

(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 C-8.3(a), with no amount of Retirement Benefit payable 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.

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

(a) If the Participant has a Spouse and does not elect an optional form of payment, the Retirement Benefit shall equal ninety-five percent (95%) of the basic Retirement Benefit and the Spouse shall be entitled to receive a benefit equal to 50% of the reduced Retirement Benefit after the Participant's death as if the Qualified Joint & Survivor Annuity option described in Article C-8 were elected; provided, however, that if the difference between the Spouse's age and the Participant's age is more than five years, the ninety-five percent (95%) adjustment shall be increased by one-half of one percent (.5%) for each twelve (12) months in excess of sixty (60) months that the Spouse's age exceeds the Participant's age (up to a maximum of 100%) and decreased by one-half of one percent (.5%) for each twelve (12) months in excess of sixty (60) months that the Spouse's age is less than the Participant's age.

(b) The Actuarial Equivalent factor of any optional form of Retirement Benefit described in Article C-8 which the Participant has elected to receive instead of the normal form described in Section C-6.2.

C-6.4 Early Retirement Benefit - A Participant who retires on an Early Retirement Date shall be entitled to an Early Retirement Benefit in accordance with (a) or (b) of the following:

(a) If the Participant elects to defer commencement of his Early Retirement Benefit until Normal Retirement Date, his Retirement Benefit shall then be equal to the amount calculated under Section C-6.3, based on his Credited Service and Highest Average Earnings up to his Termination Date, but such amount shall not be less than the amount calculated under Section C-6.5(a). Such an election must be made within 30 days after the Early Retirement Date.

(b) If the Participant does not elect to defer commencement of his Early Retirement Benefit to his Normal Retirement Date (or elects to defer commencement until some month prior to his Normal Retirement Date), his Retirement Benefit shall be equal to the amount under the above paragraph (a), reduced by 0.4 of one percent (.4%) of such amount for each full month that actual retirement precedes the first of the month coinciding with or next following the Participant's sixty-fifth birthday; provided, however, that such amount shall not be reduced if the Participant has attained age 62 on his Termination Date. Notwithstanding the foregoing, effective for benefits commencing after December 31, 2016, if the Participant does not elect to defer commencement of his Early Retirement Benefit to his Normal Retirement Date (or elects to defer commencement until some month prior to his Normal Retirement Date), his Retirement Benefit shall be equal to the amount under the above paragraph (a), multiplied by the applicable adjustment factor set forth below:

Age	Factor
55	62.50
56	66.60
57	70.80
58	75.00
59	79.10
60	83.30
61	91.60
62	100.00

C-6.5 Deferred Vested Retirement Benefit - A Participant who reached a vesting date before his Termination Date and whose Termination Date is prior to his Early Retirement Date shall be entitled to his deferred vested Retirement Benefit determined in accordance with (a) or (b) as follows:

(a) If the Participant does not make written request for his deferred vested Retirement Benefit to begin before his Normal Retirement Date, it shall then be equal to an amount calculated in the same manner as deferred Early Retirement Benefit in accordance with Section C-6.4(a); provided, however, that the basic Retirement Benefit under Section C-6.1 shall be determined by:

- (i) increasing the Participant's actual Credited Service by the period from his Termination Date to his Normal Retirement Date, on the assumption that he worked 40 hours per week during such period;
- (ii) calculating an amount of benefit on the basis of imputed Credited Service to Normal Retirement Date pursuant to (i) of this paragraph (a); and
- (iii) multiplying the resultant benefit by the ratio of the Participant's actual Credited Service under Section C-6.1 to such imputed Credited Service to Normal Retirement Date.

(b) If the Participant makes written request for deferred vested Retirement Benefit to begin before his Normal Retirement Date, his deferred Retirement Benefit shall be equal to the amount calculated under Section C-6.5(a) multiplied by an Actuarial Equivalent factor set forth in Appendix C-2 to reflect the number of years before Normal Retirement Date by which the Participant's payments are to begin.

C-6.6 Postponed Retirement Benefit - Subject to Section C-4.5, 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 C-6.2 and C-6.3, determined as of his Postponed Retirement Date.

C-6.7 Adjustment for Workers' Compensation - The amount of Retirement Benefit determined in accordance with any preceding Section of this Article C-6 shall be reduced (unless prohibited by law) to take into account any Workers' Compensation (including compromise or redemption or redemption settlements) payable 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 expenses, 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 C-6.7 shall be made in a uniform and non-discriminatory manner with respect to persons in similar circumstances.

C-6.8 Special Adjustments to Retirement Benefit and Benefits Payable to Retired Participants and Surviving Spouses - Each Participant (including vested terminated Participants) whose pension commencement date preceded January 1, 1987 will be eligible for an adjustment to his Retirement Benefit payment. Also the surviving Spouse of a retired Participant whose pension commencement date preceded January 1, 1987 will be eligible for such adjustment. This adjustment will increase Retirement Benefit payments effective October 1, 1987 and will be calculated based on the following table.

In no case will such increase be less than \$5.00 per month.

<u>Pension Commencement Date</u>	<u>Percentage Increase In Current Benefit</u>
1974 or earlier	74.3%
1975	63.1%
1976	56.4%
1977	49.3%
1978	41.6%
1979	31.1%
1980	20.3%
1981	12.9%
1982	8.8%
1983	6.7%
1984	4.5%
1985	2.3%
1986	1.5%

C-6.9 Voluntary Lump Sum Window - In addition to the benefits provided under this Article C-6 of Part C to the Plan, a Participant who is a Window Retiree, as defined in Appendix C-8 to this Part C, shall be entitled to the Window Retirement Benefit described in Appendix C-8 to this Part C.

ARTICLE C-7
PRE-RETIREMENT SURVIVOR ANNUITY

C-7.1 Eligibility

(a) 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 the Pre-retirement Survivor Annuity Benefits described in Section C-7.2 unless the Participant waives those benefits pursuant to Section C-7.3.

(b) 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 the Pre-retirement Survivor Annuity Benefits described in Section C-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 of 1985.

(c) 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.

C-7.2 Pre-Retirement Survivor Annuity Benefit - The amount of the Pre-retirement Survivor Annuity Benefits payable pursuant to Section C-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:

- (i) 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
- (ii) 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 lieu of the amounts described in (i) or (ii) above, in the case of the death of a Participant while actually employed by the Employer and after attaining age 50 and completion of 10 years of Cumulative Service, but before the earlier of the date of retirement or his Normal Retirement Date, the amount of the Pre-retirement Survivor Annuity Benefit shall be 50% of the Participant's Accrued Benefit payable on the first day of the month following his death.

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 purposes 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.

C-7.3 Pre-Retirement Survivor Annuity Coverage

(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 month sending 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 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 terminates Employment.

C-7.4 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.

C-7.5 Death While on Military Leave - Effective January 1, 2007, solely for purposes of Article C-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 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.

ARTICLE C-7A
DISABILITY BENEFITS

C-7.1A Disability Benefit - In the event of the Total and Permanent Disability of a Participant while actively employed by the Employer but before his Normal Retirement Date, such a Participant shall be entitled to a monthly basic Disability Benefit.

C-7.2A Amount of Disability Benefit - The amount of the monthly basic Disability Benefit for a Participant who suffers a Total and Permanent Disability shall be equal to 40% of 1/12 of his highest average Compensation during any five (5) consecutive years of his Employment within the ten (10) consecutive years of his Employment immediately preceding the date of such disability, less 50% of his Primary Social Security Benefit, and 100% of his Workers' Compensation for which the Participant is eligible and is actually receiving. Primary Social Security Benefit means either the disability income benefits payable to a disabled worker or the old-age income benefits payable to retired workers under the Social Security Act in effect as of the date of disability.

C-7.3A Commencement of Disability Benefits - The monthly Disability Benefit payable to a Totally and Permanently Disabled Participant shall commence on the first of the month coinciding with or otherwise next following the later of (a) or (b) where:

(a) is the date of receipt by the Company of satisfactory evidence that the Participant has incurred a Totally and Permanent Disability; or

(b) is the date on which the Participant has been continuously disabled for six months.

C-7.4A Duration of Disability Benefits - The monthly Disability Benefit payable to a Participant shall be continued until the earliest of (a), (b), or (c) where:

(a) is the date of- recovery of the Participant from his Total and Permanent Disability;

(b) is the date that the disabled Participant refuses to submit to a physical examination by one or more physicians approved by the Plan Administrator as may be required at any reasonable time and from time to time; and

(c) is the Participant's Normal Retirement Date.

C-7.5A Normal Form of Disability Benefits - The Disability Benefit shall be payable in the normal form as follows:

(a) If a Participant has a Spouse on the date his Disability Benefit is to begin, the Participant's basic Disability Benefit shall be multiplied by the Actuarial Equivalent factor of the normal form of benefit unless the Participant elects to have his Disability Benefit provided on the same basis as a Participant who does not have a Spouse. The

normal form of payment for a Participant with a Spouse shall be in the form of a Qualified Joint and Survivor Annuity.

(b) If a Participant does not have a Spouse on the date his Disability Benefit is to begin, the normal form of payment shall be in the form of a Single Life Annuity with no amount of Disability Benefit payable after the Participant's death.

C-7.6A Basic Retirement Benefit Entitlements When Disability Benefit Ceases on Account of Attaining Normal Retirement Date - A Participant whose Disability Benefit entitlements cease because of his attainment of Normal Retirement Date; shall have further entitlement to benefits under this Plan which shall be determined based on the date on which his authorized leave of absence for disability first commenced.

(a) With respect to a Participant whose authorized leave of absence for disability first commences prior to January 1, 1995:

On and after the Normal Retirement Date of a Participant who has been Totally and Permanently Disabled, his basic Retirement Benefit shall be determined under Section C-6.1 based on the assumption that the disabled Participant continued in the Employment of the Employer until his Normal Retirement Date and that his annualized Compensation, determined as of his date of Total and Permanent Disability, remained unchanged.

(b) With respect to a Participant whose authorized leave of absence for disability first commences on or after January 1, 1995:

On and after the Normal Retirement Date of a Participant who has been Totally and Permanently Disabled, his basic Retirement Benefit shall be determined under Section C-6.1 based on the assumption that his annualized Compensation, determined as of his date of Total and Permanent Disability, shall remain unchanged during the period that he continued to accrue Cumulative Service as defined in Section C-2.5 on the following basis:

- (1) A Participant shall continue to accrue Cumulative Service for the 30-month period commencing on the date his authorized leave of absence for disability, and
- (2) A Participant who becomes eligible for Social Security disability benefits shall continue to accrue Cumulative Service beyond such 30-month period, while eligible for Total and Permanent Disability, but not later than his Normal Retirement Date.

ARTICLE C-8

NORMAL AND OPTIONAL PAYMENT FORMS OF RETIREMENT BENEFIT

C-8.1 Waiver of Normal Form of Benefit Payment - In lieu of receiving a Retirement Benefit in the normal form of payment, which is a Qualified Joint and Survivor Annuity option as specified in Section C-6.2(a), a Participant may elect to waive said normal form of payment provided that (a) 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 a Plan representative designated by the Benefits Committee, and (b) concurrently with such election, an optional form of benefit provided for by the Plan is elected. Any election under this Section C-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 C-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 C-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 paragraph (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.

C-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 explain the terms and conditions of the Qualified Joint and Survivor Annuity option, the Participant's right to make, the effect of, and the waiver described in Section C-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.

C-8.3 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. The optional forms of payment available in lieu of the normal form set forth in Section C-6.2 and subject to the waiver requirements set forth in C-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%, 50%, 75%, or 100% under which reduced Retirement Benefit payments are made to the Participant during his lifetime, based on Actuarial Equivalent factors set forth in Appendices C-5, C-6, and C-7 as applicable, with the payments from the Plan on his death equal to 25%, 50%, 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 when he elected this option:

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

Notwithstanding anything in Parts C, D, E and F of the Plan to the contrary, effective for benefit commencements after December 31, 2007, a 75% joint and survivor annuity option is hereby added to all components of Plan that do not currently offer such optional form of payment (and such 75% joint and survivor annuity option in each component of the Plan shall be deemed to be a Qualified Joint and Survivor Annuity for spousal consent and waiver purposes). Such option shall be available to surviving Spouses, and shall be available to non-Spouse beneficiaries only to the extent that similar joint and survivor annuity options are available to non-Spouse beneficiaries under the terms of the Plan. The 75% joint and survivor annuity option shall be determined based on the same actuarial equivalence basis that is applied to other joint and

survivor annuity options available under the components within the Plan. For those components that do not currently offer a 75% joint and survivor annuity, where the component plan determines the adjustment based on simplified factors, a proportionate simplified factor shall be applied to determine the 75% joint and survivor annuity.

(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 as set forth in Appendix C-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. Applicable factors are set forth in Appendix C-4.

(d) Level Income Option available only with respect to Early Retirement Benefit payments, under which amounts payable to the Participant calculated under subsection C-6.4(b), beginning before the earliest date on which he first could elect to receive old-age benefit 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. Amounts shall be determined in accordance with Code Section 417(e).

(e) Level Income and Contingent Annuity Option available, effective December 31, 2016, 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%, 50%, 75% or 100% of the Participant's Early Retirement Benefit as initially determined under Section C-8.3(b) and as actuarially reduced in accordance with actuarial factors as set forth in Section C-8.3(b) and Section C-8.3(d). Notwithstanding the provisions of this Section, payments shall be determined in accordance with Code Section 417(e).

**APPENDIX C-1
BARNES GROUP INC.
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	.69264	.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	.88375	.89000	.89625	.90250	.90875
61	.915	.92208	.92916	.93624	.94332	.95040	.95748	.96456	.97164	.97872	.98580	.99288
62	1.000											

Notwithstanding the above, amounts determined under the Level Income Option shall be determined in accordance with Code Section 417(e).

**APPENDIX C-2
BARNES GROUP INC.
EARLY RETIREMENT FACTORS
FOR VESTED TERMINATION 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	.045130	.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	.51749	.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	.6850	.97625	.98400	.99150
65	1.000											

**APPENDIX C-3
BARNES GROUP INC.
QUALIFIED JOINT AND SURVIVOR ANNUITY FACTORS
FOR EMPLOYEES WHO RETIRE ON DISABILITY**

B's AGE	PARTICIPANT'S AGE						
	35	40	45	50	55	60	65
35	0.714	0.698	0.676	0.650	0.622	0.591	0.554
40	0.728	0.713	0.691	0.665	0.638	0.606	0.571
45	0.746	0.732	0.710	0.684	0.656	0.626	0.590
50	0.767	0.753	0.733	0.707	0.680	0.649	0.613
55	0.791	0.778	0.759	0.734	0.707	0.677	0.641
60	0.817	0.805	0.787	0.765	0.738	0.711	0.675
65	0.847	0.836	0.819	0.798	0.775	0.748	0.715

Ages are "Age Nearest Birthday"

Factors for other age combinations will be calculated when and if needed on a basis consistent with the basis used in developing the above table.

Notwithstanding the foregoing, effective October 1, 2011, Section A-2.2(e) of the Plan shall apply.

APPENDIX C-4
BARNES GROUP INC.
Factors to be used for 120 Months Certain and Life Option (effective October 1,
2011, Section A-2.2(e) of the Plan shall apply)

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 C-5
BARNES GROUP INC.**

**Factors to be used for Contingent Annuity of 50% (effective October 1, 2011,
Section A-2.2(e) of the Plan shall apply)
(For Factors to be used for Contingent Annuity of 25% see Part A, Section A-2.2(e))
PARTICIPANT**

B E N E F I C I A R Y	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	95.0	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	98.0
	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	99.2	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 C-5 (cont'd)

BARNES GROUP INC.

**Factors to be used for Contingent Annuity of 50% (effective October 1, 2011,
Section A-2.2(e) of the Plan shall apply)**

PARTICIPANT

B E N E F I C I A R Y	AGE*	48	49	50	51	52	53	54
	41	91.3	90.6	90.0	89.3	88.5	87.7	86.9
	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	89.3	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	9.6
	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	94.9	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 C-5 (cont'd)

BARNES GROUP INC.

**Factors to be used for Contingent Annuity of 50% (effective October 1, 2011,
Section A-2.2(e) of the Plan shall apply)**

PARTICIPANT

B E N E F I C I A R Y	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	87.4	86.4	85.5	84.6
	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 C-5 (cont'd)

BARNES GROUP INC.

**Factors to be used for Contingent Annuity of 50% (effective October 1, 2011,
Section A-2.2(e) of the Plan shall apply)**

PARTICIPANT

B E N E F I C I A R Y	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	83.8	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	94.4	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 C-5 (cont'd)

BARNES GROUP INC.

**Factors to be used for Contingent Annuity of 50% (effective October 1, 2011,
Section A-2.2(e) of the Plan shall apply)**

PARTICIPANT

B E N E F I C I A R Y	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
	65	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	87.0	85.9	84.8	83.5	82.2	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 C-6
BARNES GROUP INC.
Factors to be used for Contingent Annuity of 75% (effective October 1, 2011,
Section A-2.2(e) of the Plan shall apply)

PARTICIPANT		AGE*	41	42	43	44	45	46	47
B E N E F I C I A R Y	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
	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	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	97.8	97.6	97.3
	70		98.7	98.5	98.4	98.2	98	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 C-6 (cont'd)
BARNES GROUP INC.
Factors to be used for Contingent Annuity of 75% (effective October 1, 2011,
Section A-2.2(e) of the Plan shall apply)

PARTICIPANT								
B E N E F I C I A R Y	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	89.3	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 C-6 (cont'd)

BARNES GROUP INC.

**Factors to be used For Contingent Annuity of 75% (effective October 1, 2011,
Section A-2.2(e) of the Plan shall apply)**

PARTICIPANT

B E N E F I C I A R Y	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	81.3	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 C-6 (cont'd)

BARNES GROUP INC.

**Factors to be used for Contingent Annuity of 75% (effective October 1, 2011,
Section A-2.2(e) of the Plan shall apply)**

PARTICIPANT

B E N E F I C I A R Y	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 C-7
BARNES GROUP INC.
Factors to be used for Contingent Annuity of 100% (effective October 1, 2011,
Section A-2.2(e) of the Plan shall apply)

		PARTICIPANT						
	AGE*	41	42	43	44	45	46	47
B E N E F I C I A R Y	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	92.4
	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	976.5	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 C-7 (cont'd)

BARNES GROUP INC.

**Factors to be used for Contingent Annuity of 100% (effective October 1, 2011,
Section A-2.2(e) of the Plan shall apply)**

PARTICIPANT

B E N E F I C I A R Y	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	91.6	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 C-7 (cont'd)
BARNES GROUP INC.
Factors to be used for Contingent Annuity of 100% (effective October 1, 2011,
Section A-2.2(e) of the Plan shall apply)

PARTICIPANT								
B E N E F I C I A R Y	AGE*	55	56	57	58	59	60	61
	41	75.5	74.2	72.7	71.2	69.7	68.1	65.6
	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	72.7	71.2
	50	80.5	79.3	77.8	76.3	74.8	73.3	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 C-7 (cont'd)

BARNES GROUP INC.

**Factors to be used for Contingent Annuity of 100% (effective October 1, 2011,
Section A-2.2(e) of the Plan shall apply)**

PARTICIPANT

B E N E F I C I A R Y	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 C-7 (cont'd)

BARNES GROUP INC.

**Factors to be used for Contingent Annuity of 100% (effective October 1, 2011,
Section A-2.2(e) of the Plan shall apply)**

PARTICIPANT

B E N E F I C I A R Y	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	75.5	73.7	71.9	70.0
	75	81.5	80.0	78.5	76.7	74.9	73.1	71.4

*Age Nearest Birthday

PART C

APPENDIX C-8

Window Retirement Benefit for Part C Participants

1.1 Window Retirement Benefit -Notwithstanding provisions of the Plan to the contrary, a Participant for purposes of Part C of the Plan who is a Window Retiree (as defined in Section 1.2 of this Appendix C-8) shall be entitled to the following additional benefits under Part C 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 C-8) 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 C-6 and Article C-8 of Part C 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 C-8.3(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 C-8.1 of Part C 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 Part C 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 C-6 or Article C-8 of Part C 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 C-7 of Part C of the Plan) eligible to receive retirement income currently or on a future date under Article C-6 (or, if applicable, Section C-7) of Part C 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 Part A 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 C-8 to Part C of the Plan.

THIS APPENDIX C-8 to Part C of the Plan is effective as of May 8, 2015.

PART D

Eligible Nonunion Hourly Employees of the De-Sta-Co Division

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

ARTICLE D-1

DEFINITIONS

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

D-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 D-3.2 based on the benefit rate applicable and on the Participant's Benefit Accrual Years of Service as of the determination date.

D-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 D-1 to this Plan.

D-1.3 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 the Effective Date, years of service for benefit accrual purposes as determined under the rules of the Prior Plan as in effect from time to time prior to the Effective Date.
- (ii) With respect to each Plan Year commencing on or after the Effective Date, a Participant shall be credited with one Benefit Accrual Year of Service if he or she has at least 1,700 Compensated Hours (as defined below) as an Eligible Employee. If a Participant is credited with less than 1,700 Compensated Hours for any Plan Year, the Participant shall be given credit for a partial Benefit Accrual Year of Service (rounded up to the next one-tenth (1/10) year) for that Plan Year equal to a fraction, the numerator of which is the number of Compensated Hours the Participant was credited with for that Plan Year and the denominator of which is

1,700. Notwithstanding the foregoing the following Benefit Accrual Years of Service shall be disregarded:

(a) 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 (a) preceding the Breaks in Service);

(b) Benefit Accrual Years of Service disregarded under Section D-3.8(b).

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

For purposes of this Section D-1.3, a Participant's "Compensated Hours" means the sum of the Hours of Service credited for the Plan Year plus any additional Compensated Hours credited for periods during which no Hours of Service are credited. Additional Compensated Hours may be credited in a Plan Year as follows:

- (A) An Employee who, after the Effective Date, is absent from work because of occupational injury or disease incurred in the course of his or her employment with the Employer and, on account of such absence, receives workers' compensation while on an Employer approved leave of absence, shall be credited with 40 Compensated Hours per week for each week of such absence, provided that no Employee shall be credited with Compensated Hours under this paragraph (A) after retirement.
- (B) An Employee on an approved leave of absence for personal sickness shall, during any week commencing on or after the Effective Date, be credited with 40 Compensated Hours for each complete calendar week that he or she is on such sick leave, to a maximum of 26 weeks.
- (C) An Employee of the Employer who is transferred to an hourly-rate job subsequent to the Effective Date and who thereby becomes an Employee covered by the Plan shall receive credit for any credited service, rounded to the nearest 1/10 year, which the Employee had earned as of the date of such transfer under any other retirement plan sponsored by the Company, provided that there shall be no duplication of Credited Service, nor shall a total of more than one Benefit Accrual Year of Service be credited in any calendar year by virtue of this paragraph (C).

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

D-1.4 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.

D-1.5 Compensation for purposes of Sections D-4.1, D-4.2 and D-4.3 - Compensation shall mean compensation as that term is used in Section 415(b)(3) of the Internal Revenue Code.

Compensation means compensation as defined in Section 415(c)(3) of the Internal Revenue Code, modified, for Limitation Years beginning before 1998, by including amounts contributed by the Employer pursuant to a salary reduction agreement which are excludible from the Employee's gross income under Sections 125, 402(a)(8), 402(h) or 403(b) of the Internal Revenue Code.

Notwithstanding the foregoing:

(a) For Plan Years beginning after 1988 but before 1994, 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 Internal Revenue Code to reflect increases in the cost of living);

(b) For Plan Years beginning after 1993, an Employee's Compensation shall not exceed \$150,000 (\$200,000, effective January 1, 2002)(or such higher amount as may be determined by the Secretary of the Treasury in accordance with Section 401(a)(17) of the Internal Revenue Code to reflect increases in the cost of living); and

(c) For Plan Years beginning after 1997, an Employee's Compensation shall include amounts contributed by the Employer pursuant to a salary reduction agreement which are excludible from the Employee's gross income under Sections 125, 401(k), 402(h) and 457(b) of the Internal Revenue Code.

(d) For Plan Years beginning after 2000, an Employee's Compensation shall include qualified transportation fringe benefits which are excludible from the Employee's gross income under Section 132(f) of the Internal Revenue Code.

(e) For Plan Years beginning after 2001, an Employee's Compensation shall include the Employee's includible compensation determined under Section 403(b)(3) of the Internal Revenue Code.

D-1.6 Early Retirement Date - the first day of the month (prior to the Normal Retirement Date) coinciding with or following the date on which a Participant attains age 55 (Early Retirement Age) and has completed at least ten Years of Service.

D-1.7 Eligible Employee - any Employee of the Employer employed on an hourly rate basis at the Central Lake Plant or (on or after January 1, 1989) at the Avery Creek Plant who (a) is not covered by a collective bargaining agreement, as defined in Section 410(b)(3)(A) of the Internal Revenue Code and related regulations (unless the collective bargaining agreement specifically provides for the inclusion of the Employee as a Participant in this Plan) and (b) is not a nonresident alien as defined in Section 410(b)(3)(C) of the Internal Revenue Code and related regulations. A leased employee (as defined in Section 414(n) of the Internal Revenue Code) shall not be treated as an Eligible Employee for purposes of this Plan.

D-1.8 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). 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. 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.

D-1.9 Normal Retirement Age - age 65 or, if later, the fifth anniversary of a Participant's commencement of participation in the Plan.

D-1.10 Normal Retirement Date - the first day of the month coincident with or next following a Participant's Normal Retirement Age.

D-1.11 Participant - a participant in this Plan under Article D-2.

D-1.12 Permitted Leave - an Employee's approved leave of absence from employment with an Affiliated Company for any reason other than Retirement, Termination of Employment, Permanent Disability 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.

D-1.13 Predecessor Plan - Program XI – Central Lake and Avery Creek Pension Program of the Dover Corporation Hourly Pension Plan

D-1.14 Preretirement Death Benefit - the death benefit payable under Article D-6 to the Spouse of a Participant who dies before his or her Annuity Starting Date. For purposes of this Section D-1.14, "Spouse" shall mean the person to whom the Participant was legally married under the laws of the State in which the marriage was entered into for the twelve (12) month period immediately preceding the date of his or her death.

D-1.15 Prior Plan - the Central Lake Plant and Avery Creek Plant of De-Sta-Co, a Dover Resources Company, Employees' Retirement Income Plan.

D-1.16 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 55% 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. For purposes of this Section D-1.16, "Spouse" shall mean the person to whom the Participant was legally married under the laws of the State in which the marriage was entered into for the twelve (12) month period immediately preceding the date of his or her death.

D-1.17 Qualified Preretirement 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 D-1.17, "earliest retirement age" means the earliest date on which, under the Plan, the Participant could elect to receive benefits.

For purposes of this Section D-1.17, "Spouse" shall mean the person to whom the Participant was legally married under the laws of the State in which the marriage was entered into for the twelve (12) month period immediately preceding the date of his or her death.

D-1.18 Rehired Employee - an Employee who is rehired by an Affiliated Company after he has had a Termination of Employment or Retirement.

D-1.19 Retirement - a Participant's termination of employment with an Affiliated Company on or after his or her Normal Retirement Date.

D-1.20 Retirement Benefit - the annual benefit that accrues to a Participant under Article D-3.

D-1.21 Total and Permanent Disability - a Participant's termination of employment with the Employer as the result of his or her physical or mental condition which, as determined on the basis of medical evidence satisfactory to the Benefits Committee, totally and permanently prevents the Participant from engaging in any regular full-time occupation or employment for remuneration or profit; provided, however, that no Employee shall be deemed to be totally and permanently disabled for the purposes of the Plan if his incapacity consists of chronic alcoholism or addiction to narcotics, or if such incapacity was contracted, suffered, or incurred while he or she was engaged in a felonious enterprise or resulted therefrom, or resulted from an intentionally self-inflicted injury, or from service in the armed forces of any country.

D-1.22 Total and Permanent Disability Benefit - the benefit a Participant who incurs a Total and Permanent Disability is entitled to receive under Section D-3.4.

D-1.23 Vested Interest - the nonforfeitable portion of a Participant's Accrued Benefit determined under Article D-5.

D-1.24 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 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; and

(b) 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.

D-1.25 Year of Service -

(a) With respect to periods of time prior to the Effective Date, an Employee's years of "Eligibility Service" as determined under the rules of the Prior Plan immediately prior to the Effective Date.

(b) For periods beginning on or after January 1, 1975, an Employee shall be credited with one Year of Service for each Plan Year in which he or she has been credited with at least 1,000 Hours of Service.

ARTICLE D-2
PARTICIPATION

D-2.1 Participation on September 17, 2004 - All Employees who were Participants immediately prior to September 17, 2004 shall remain such. All other Employees who are Eligible Employees on September 17, 2004 shall automatically become Participants as of the September 17, 2004.

D-2.2 Participation after September 17, 2004 - After September 17, 2004, any other Employee not described in Section D-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.

D-2.3 Cessation of Participation - For purposes of Articles D-2 and D-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.

D-2.4 Participation Upon Reemployment - If an Eligible Employee is rehired before incurring a Break in Service, the Rehired Employee shall again become a Participant as of that day.

If an Eligible Employee is rehired after incurring a Break in Service, the Rehired Employee shall become a Participant in accordance with Section D-2.2.

D-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 Employee, the determination of when he or she becomes a Participant shall be made by applying the rules under Section D-2.4 as if the Employee was a Rehired Employee.

ARTICLE D-3
RETIREMENT BENEFITS

D-3.1 General - Participants' Retirement Benefits shall be determined under this Article D-3 (subject to the limitations set forth in Article D-4). Each Participant shall be entitled to the nonforfeitable portion, as determined under Article D-5, of his or her Retirement Benefit and shall have no right to any portion of his or her Retirement Benefit which is not nonforfeitable under Article D-5 (nor shall any such portion increase the Retirement Benefit of any other Participant). The form and timing of distribution of the nonforfeitable portion of a Participant's Retirement Benefit shall be made in accordance with Article D-6.

D-3.2 Retirement Benefit On or After Normal Retirement Date - Subject to Article D-4 and to Sections D-3.1, D-6.6, and D-7.2, upon a Participant's Retirement on or after his or her Normal Retirement Date the Participant's Retirement Benefit shall be as set forth in this Section D-3.2.

Upon a Participant's Retirement on his or her Normal Retirement Date, the Participant's Retirement Benefit shall be an amount equal to 12 multiplied by the Participant's Benefit Accrual Years of Service multiplied by the benefit rate in effect at the time of his or her Retirement or other termination of employment, as follows:

<u>Benefit Rate</u>	<u>Effective Period</u>
\$7.50	January 1, 1989-December 31, 1994
8.50	January 1, 1995 – December 31, 1995
9.50	January 1, 1996 – December 31, 1996
10.00	January 1, 1997 – December 31, 1998
10.25	January 1, 1999 – and after

For purposes of determining a Participant's Retirement Benefit under this Section D-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 next following the Participant's Retirement.

D-3.3 Retirement Benefit Upon Early Retirement - 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 Years of Service equals or exceeds 10, 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 D-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 D-6.4 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 D-6.5.

D-3.4 Retirement Benefit Upon Total and Permanent Disability - Subject to Article D-4 and to Sections D-3.1 and D-5.6, upon the Total and Permanent Disability of a Participant who has at least 15 or more Vesting Years of Service, the Participant's Total and Permanent Disability Benefit shall be an amount equal to his or her Accrued Benefit at the time his or her Total and Permanent Disability commences.

Payment of the Participant's Total and Permanent Disability Benefit shall commence on the later of:

(a) the first day of the month following the date the required proof of such disability is received by the Benefits Committee, or

(b) the first day of the month following the completion of a period of Permanent and Total Disability of six months,

and shall cease upon the first day of the month following the earlier of

(c) the determination of the Benefits Committee that the Participant has recovered from the Total and Permanent Disability prior to age 65, and

(d) the Participant's death.

Upon the cessation of distribution of a Participant's Total and Permanent Disability Benefit pursuant to clause (c) or (d) above, he or she (or his or her Spouse) shall be entitled to receive distribution of his or her Retirement Benefit (or Preretirement Death Benefit) as if the Participant had a Termination of Employment on the day distribution of his or her Total and Permanent Disability Benefit commenced.

For purposes of this Section D-3.4, it shall be assumed that payment of the Total and Permanent Disability Benefit will be made in the form of a straight life annuity without ancillary benefits, payable monthly, commencing as described in the second paragraph of this Section D-3.4.

A Participant receiving a Total and Permanent Disability Benefit pursuant to this Section D-3.4 may be required by the Benefits Committee to submit evidence to the Benefits Committee not more often than each six months, at any time prior to age 65, of his or her continuing eligibility for a disability benefit pursuant to this Section D-3.4, and in the event such Participant upon request of the Benefits Committee refuses to submit evidence of his or her continuing eligibility for such benefit the Participant's disability benefit shall be suspended until he or she submits such evidence.

D-3.5 Retirement Benefit Upon Termination of Employment - Subject to Articles D-4 and D-5, and to Sections D-3.1, D-5.6 and D-6.2, 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 D-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 D-3.5 it shall be assumed that payment of the Retirement Benefit will be made in the form of a straight life annuity without ancillary benefits, payable monthly, commencing on the Participant's Normal Retirement Date. If such Participant elects under Section D-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 D-5.5.

D-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 an Affiliated Company which is not an Employer to an Employer or from a position as an Employee of the Employer not covered by the Plan to a position covered by the Plan, 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.

(b) In the case of a Transferred Employee who ceases to be an Eligible Employee by virtue of being transferred to an Affiliated Company which is not an Employer or to a position as an Employee of the Employer not covered by the Plan, the amount of his or her Retirement Benefit shall be determined based on his or her Accrued Benefit as of the date of such transfer.

(c) In the case of multiple transfers such as those described in this Section D-3.6, or in the case of transfers other than those described in this Section D-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 D-3.6.

D-3.7 Retirement Benefit 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 D-3.7(b), the Retirement Benefit payable upon the Participant's subsequent Termination of Employment, Retirement or Total and Permanent Disability shall be an amount determined under the applicable Section of this Article D-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, Retirement or Total and Permanent Disability 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, Retirement or Total and Permanent Disability, 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 still in pay status at the time the Participant was rehired shall re-commence 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 Spouse 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) Subject to Section D-3.7(c), in the case of a Participant who has a Termination of Employment when he or she has no Vested Interest, such Participant shall be deemed to receive distribution of his or her entire Vested Interest upon his or her Termination of Employment and the Participant's Benefit Accrual Years of Service credited before his or her original Termination of Employment or Retirement shall be disregarded.

(c) In the case of a Participant described in Section D-3.7(b) who resumes employment with an Employer, the Participant's Benefit Accrual Years of Service credited before his or her original Termination of Employment or Retirement shall not be disregarded if the Participant resumes employment as an Employee prior to incurring five consecutive Breaks-in-Service.

D-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 D-3.8 in accordance with the notification requirements of Department of Labor Regulations Section 2530.203-3(b)(4).

D-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 Code Section 416()(1)(B)(i)), 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 D-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 D-3.9, whichever produces the greater benefit. In addition, for purposes of determining benefits under this Section D-3.9, benefits which are suspended pursuant to Section D-3.8 shall be deemed to be benefits which have not yet commenced.

ARTICLE D-4

VESTING

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

ARTICLE D-5
DISTRIBUTION

D-5.1 Election of Form of Distribution -

A Participant shall be entitled to elect, subject to Section D-5.6, to receive distribution of his or her Vested Interest (if the Actuarial Equivalent present value as of the Participant's Annuity Starting Date of that Vested Interest is in excess of \$1,000 (in excess of \$5,000 for distributions made on and after January 1, 2001 and prior to March 28, 2005; in excess of \$3,500 for distributions made prior to January 1, 2001) by one of the following methods; provided, however, that a Participant entitled to a Total and Permanent Disability Benefit can receive such benefit only in the form of a single life annuity:

- (a) Life Annuity - an annuity for the life of the Participant;
- (b) Qualified Joint and Survivor Annuity;

A Participant's election under this Section D-5.1 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. In the absence of an effective election under this Section D-5.1, subject to Section D-5.6, a Participant shall be deemed to have elected a distribution in the form of a straight life annuity with no ancillary benefits.

D-5.2 Vested Interest Not in Excess of \$5,000 - Subject to an election under Section A-17.15 of a direct transfer, if as of the Participant's Annuity Starting Date 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, a Participant's Vested Interest shall be paid in the form of a single cash distribution if the Actuarial Equivalent present value of his Vested Interest payable as of the Participant's Normal Retirement Date (i) does not exceed \$1,000, or (ii) is greater than \$1,000 but not greater than \$5,000, provided the Participant's consent is obtained.

D-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 following the day of the Participant's Retirement,
- (b) The commencement date of the Participant's Total and Permanent Disability Benefit under Section D-3.4,
- (c) The first day of the month following the day of the Participant's Termination of Employment if as of that date the Actuarial Equivalent present value of his or her Vested Interest

does not exceed \$1,000 (does not exceed \$5,000 for distributions made prior to March 28, 2005; does not exceed \$3,500 for distributions made prior to January 1, 2001),

(d) The first day of the month 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 D-5.4 to commence to receive distribution prior to his or her Normal Retirement Date shall be the date elected under Section D-5.4; and

(e) 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 Code Section 416(i)(B)(i)) 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 A-6.8, distribution of a Participant's Retirement Benefit shall not commence before he or she files a claim for benefits with the Benefits Committee.

D-5.4 Election to Receive Distribution Before Normal Retirement Date - A Participant (a) who has a Termination of Employment before his or her Normal Retirement Date, (b) who has a Vested Interest, the Actuarial Equivalent present value of which exceeds \$1,000 (exceeds \$5,000 for distributions made on and after January 1, 2001 and prior to March 28, 2005; exceeds \$3,500 for distributions made prior to January 1, 2001) as of the Participant's Annuity Starting Date, and (c) whose Years of Service equals or exceeds 10 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, but distribution of benefits may not commence before the Participant's Early Retirement Date. A Participant's election under this Section D-5.4 must be made during the 90-day period preceding the Participant's Annuity Starting Date.

D-5.5 Reductions for Early Distribution - 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 D-5.4 shall be reduced by 1/2 of 1% for each month by which commencement of distribution precedes his or her Normal Retirement Date.

D-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 D-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 D-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.

D-5.7 Notification of Right to Waive Qualified Joint and Survivor Annuity or to Receive a Distribution Under Section D-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 D-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 D-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 the preceding paragraph, if a Participant, having received such written explanation, affirmatively elects a form of distribution and the Spouse consents to that form of distribution (if necessary), the Annuity Starting Date may be less than 30 days after such written explanation was provided to the Participant, provided that the following requirements are met:

(a) The Participant has been informed of his or her right to at least 30 days to consider whether to waive the Qualified Joint and Survivor Annuity and consent to a form of distribution other than a Qualified Joint and Survivor Annuity.

(b) The Participant is permitted to revoke an affirmative election at least until the Annuity Starting Date, or, if later, at any time prior to the expiration of the seven-day period that begins the day after the explanation of the Qualified Joint and Survivor Annuity is provided to the Participant.

(c) The Annuity Starting Date is after the date that the explanation of the Qualified Joint and Survivor Annuity is provided to the Participant. (However, the Annuity Starting Date may precede the date that any affirmative distribution election is made by the Participant and precede the date that the distribution is permitted to commence under paragraph (d).)

(d) Distribution in accordance with the affirmative election does not commence before the expiration of the seven-day period that begins the day after the explanation of the Qualified Joint and Survivor Annuity is provided to the Participant.

D-5.8 Spousal Consent - A Participant's waiver of a Qualified Joint and Survivor Annuity described in Section D-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 D-5.8.

D-5.9 Reductions for Distributions After Normal Retirement Date - In the case of a Participant who (1) remains an Employee after his or her Normal Retirement Date and (2) is receiving while an Employee distribution of his Retirement Benefit, the portion of his Retirement Benefit determined as of the last day of any Plan Year accrued during such Plan Year after his or her Normal Retirement Date shall be reduced (but not below zero) by the Actuarial Equivalent value of the total Plan distribution the Participant has previously received determined in accordance with Section 1.411(b)-2 of the Treasury Regulations.

D-5.10 Voluntary Lump Sum Window - In addition to the benefits provided under this Article D-5 of Part D of the Plan, a Participant who is a Window Retiree, as defined in Appendix D-2 to this Part D of the Plan, shall be entitled to the Window Retirement Benefit described in Appendix D-2.

ARTICLE D-6
PRERETIREMENT DEATH BENEFITS

D-6.1 Preretirement Death Benefit - Subject to Section D-6.2, 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 Preretirement Death Benefit a Qualified Preretirement Survivor Annuity.

D-6.2 Form of Preretirement Death Benefit - The Participant's Preretirement Death Benefit shall be paid to the Participant's Spouse in the form of an annuity for the Spouse's life; provided, however, that if the Actuarial Equivalent present value of a Participant's Qualified Preretirement Survivor Annuity as of the Annuity Starting Date does not exceed \$5,000 (does not exceed \$1,000 for distributions made on or after March 28, 2005 and prior to December 31, 2016; does not exceed \$5,000 for distributions made on and after January 1, 2001 and prior to March 28, 2005; does not exceed \$3,500 for distributions made prior to January 1, 2001), the method of distribution to the Participant's Spouse of the Preretirement 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 D-6.3(a).

D-6.3 Timing of Distribution; Annuity Starting Date - Subject to Section D-6.5, distribution of a Participant's Preretirement 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 D-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 D-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 Preretirement Death Benefit does not exceed \$5,000 (does not exceed \$1,000 for distributions made on or after March 28, 2005 and prior to December 31, 2016; does not exceed \$5,000 for distributions made on and after January 1, 2001 and prior to March 28, 2005; does not exceed \$3,500 for distributions made prior to January 1, 2001), the first day of the month coincident with or next following the Participant's death.

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

D-6.4 Election to Receive Preretirement Death Benefit Before Normal Retirement Date - In the case of a Participant who dies before his or her Normal Retirement Date with a Preretirement Death Benefit the Actuarial Equivalent present value of which exceeds \$5,000 (exceeds \$1,000 for distributions made on or after March 28, 2005 and prior to December 31, 2016; exceeds \$5,000 for distributions made on and after January 1, 2001 and prior to March 28, 2005; exceeds \$3,500 for distributions made prior to January 1, 2001), his or her Spouse may elect to have distribution of the Preretirement 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, but distribution of benefits may not commence before the Participant's Early Retirement Date (or if the Participant died before that date, the Participant's Early Retirement Date had he or she lived). If the Participant's Spouse elects to receive his or her distribution before the Participant's Normal Retirement Date, then his or her Preretirement Death Benefit shall be reduced by the factors specified in Section D-6.5 to reflect the commencement of the Spouse's distribution before the Participant's Normal Retirement Date.

D-6.5 Required Distribution - Distribution of a Participant's Preretirement 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 Preretirement 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 Preretirement Death Benefit is paid in the form of a single cash payment, the Participant's entire Preretirement 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.

D-6.6 Incidental Death Benefits - An incidental death benefit of \$2,000 shall be payable upon the death of a retired Participant who was receiving (or who was eligible to receive) monthly Retirement Benefits under Early or Normal Retirement or was receiving a Total and Permanent Disability Benefit to the Participant's designated Beneficiary in the following first surviving class per stirpes: (1) Spouse, (2) children, (3) father and mother, (4) sisters and brothers, and (5) the Participant's estate. The amount of such death benefit shall be reduced by the amount of any death benefit payable under any Employer sponsored group insurance program or by the insurance carrier pursuant to a waiver of premium provision in the group insurance contract.

D-6.7 Spouse - For purposes of this Article D-6 of the Plan, "Spouse" shall mean the person to whom the Participant was legally married under the laws of the State in which the marriage was entered into for the twelve (12) month period immediately preceding the date of his or her death.

D-6.8 Death While on Military Leave - Effective January 1, 2007, solely for purposes of Article D-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 D
APPENDIX D-1
Actuarial Equivalence Assumptions

1. Lump Sums

(a) With respect to Annuity Starting Dates occurring on or after January 1, 1996:

(1) Mortality. The "applicable mortality table" as defined in Section 417(e)(3) of the Internal Revenue Code, and as prescribed in regulations, revenue rulings, notices or other documents of general applicability issued thereunder.

(2) 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:

(1) Mortality. The UP-1984 Mortality Table, with ages set forward one year.

(2) 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 rates 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 termination of a trusted single employer plan.

(a) 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.

(b) 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.

2. Annuity Conversion Factors.

With respect to benefits payable on a Qualified Joint and (55%) Survivor Annuity basis there shall be a reduction in the benefit payable on a lifetime basis. The amount of the reduced benefit shall be equal to the benefit payable as a single life annuity multiplied by an adjustment factor. The adjustment factor shall be 90% if the ages of the Employee and the Spouse do not differ by more than five years. The adjustment factor shall be decreased by 1/2 of 1% for each 12 months in excess of five years by which the age of the Spouse is less than the age of the Participant, and shall be increased by 1/2 of 1% for each 12 months in excess of five years by which the age of the Spouse exceeds the age of the Participant. In no case, however, shall the adjustment factor exceed 100%. For purposes of this paragraph 2, age shall be determined as the age on the Participant's last birthday prior to the Annuity Starting Date.

For Annuity Starting Dates commencing on or after October 1, 2011, with respect to benefits payable on a Joint and (55%) 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).

With respect to benefits payable on a Joint and (75%) Survivor Annuity basis there shall be a reduction in the benefit payable on a lifetime basis. The amount of the reduced benefit shall be

equal to the benefit payable as a single life annuity multiplied by an adjustment factor. The adjustment factor shall be 83% if the ages of the Employee and the Spouse do not differ by more than five years. The adjustment factor shall be decreased by 1/2 of 1% for each 12 months in excess of five years by which the age of the Spouse is less than the age of the Participant, and shall be increased by 1/2 of 1% for each 12 months in excess of five years by which the age of the Spouse exceeds the age of the Participant. In no case, however, shall the adjustment factor exceed 100%. For purposes of this paragraph 2, age shall be determined as the age on the Participant's last birthday prior to the Annuity Starting Date.

For Annuity Starting Dates commencing on or after October 1, 2011, with respect to benefits payable on a Joint and (75%) 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).

3. Reduction for Distributions after Annuity Starting Date - Retirement Benefit of Rehired Employee and Reductions for Distributions After Normal Retirement Date.
 - (a) Mortality - the UP-1984 Mortality Table
 - (b) Interest - 8% per annum
4. Adjusting Maximum Retirement Benefits Payable Under Optional Forms.
 - (a) Mortality - the UP-1984 Mortality Table
 - (b) Interest -8% per annum
5. Adjusting Maximum Retirement Benefits for Commencement Before or After Social Security Normal Retirement Age.
 - (a) Mortality - the UP-1984 Mortality Table
 - (b) Interest -8% per annum

Notwithstanding the foregoing, all adjustments shall be made in accordance with Code Section 417(e)(3).

PART D

APPENDIX D-2

Window Retirement Benefit for Part D Participants (De-Sta-Co Division)

1.1 Window Retirement Benefit - A Participant for purposes of Part D of the Plan who is a Window Retiree (as defined in Section 1.2 of this Appendix D-2 to Part D of the Plan) shall be entitled to the following additional benefits under Part D 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 D-2) 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 D-3 and Article D-5 of Part D 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 Life Annuity, as described in Section D-5.1(a) of Part D of the Plan, or a 55% Qualified Joint and Survivor Annuity or a 75% Joint and Survivor Annuity (meaning a Qualified Joint and Survivor Annuity as defined in Section D-1.16 of Part D of the Plan, but substituting 75% for 55%) with a spousal beneficiary only, with no ancillary or supplemental benefits.

(b) Alternatively, subject to the spousal consent provisions of Article D-6 of Part D 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 Vested Interest in his or her Accrued Benefit payable at 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 D-3 or Article D-5 of Part D 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 D-6 of Part D of the Plan) eligible to receive retirement income currently or on a future date under Article D-3 (or, if applicable, Section D-6) of Part D 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 B-5.2 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 provision related to the Window Retirement Benefits contained in this Appendix D-2 of Part D of the Plan.

THIS APPENDIX D-2 to Part D of the Plan is effective as of May 8, 2015.

PART E

Eligible Hourly Rate Employees of Bowman Products Division/Curtis Industries

The provisions of this Part E of the Plan are applicable solely to eligible hourly rate employees of the Company who were participants under Appendix B of the Barnes Group Inc. Nonunion Hourly Employees' Pension Plan ("Prior Hourly Plan") which was merged into the Plan. In the event of any conflict between any term or provision contained in Part A and Part E as it or they may apply to an eligible hourly rate employee of the Company who was a participant under Appendix B of the Prior Hourly Plan, the term or provision in this Part E shall govern.

ARTICLE E-1 INTRODUCTION

The Effective Date of the BARNES GROUP INC. - BOWMAN PRODUCTS DIVISION PENSION PLAN FOR HOURLY RATE EMPLOYEES REPRESENTED BY THE UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (A.F.L.-C.I.O.) Plan) is May 1, 1967.

Effective as of July 1, 1996, the Bowman Products Division, Cleveland Plant closed down its operation. All Employees who were actively employed, including those employees who were on a layoff status as of July 1, 1996, had their employment terminated. As of July 1, 1996, due to their employment being terminated, pension accruals shall be deemed to have ceased and all Employees in this category shall be treated as being 100% vested in the pension they accrued through the date of their termination of employment. Prior to the date noted above, to be treated as being 100% vested in their accrued benefit, an Employee had to have completed five (5) years of Service. Anything less than then five (5) years of Service would have resulted in an Employee being 0% vested in their accrued benefit.

Curtis Industries, Inc. began closing down manufacturing operations effective March 17, 1995. All employees who were actively employed had their employment terminated between March 17, 1995 and June 15, 1995. Effective as of June 15, 1995, all Curtis Industries, Inc. employees had their pension accruals frozen and were deemed to be 100% vested in the pension they accrued through June 15, 1995, or, if earlier, their actual date of termination of employment. Prior to the date noted above, to be treated as being 100% vested in their accrued benefit, an Employee had to have completed five (5) years of Service. Anything less than then five (5) years of Service would have resulted in an Employee being 0% vested in their accrued benefit.

Effective as of April 4, 2001, due to the Barnes Group Inc.'s acquisition of Curtis Industries, Inc., the Curtis Industries UAW Retirement Income Plan (originally effective as of January 23, 1964) was merged into the BARNES GROUP INC. - BOWMAN PRODUCTS DIVISION PENSION PLAN FOR HOURLY RATE EMPLOYEES REPRESENTED BY THE

UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (A.F.L.-C.I.O.), as Amended and Restated Effective January 1, 1999.

Effective January 1, 2001, the BARNES GROUP INC. - BOWMAN PRODUCTS DIVISION PENSION PLAN FOR HOURLY RATE EMPLOYEES REPRESENTED BY THE UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (A.F.L.-C.I.O.) was amended to provide that compensation paid or made available during the limitation year shall include any amounts that are not includible in the gross income of the Employee by reason of IRC 132(f)(4). Provided, however, the Employer does not provide IRC 132(f)(4) benefits.

Effective as of December 31, 2003, the BARNES GROUP INC. - BOWMAN PRODUCTS DIVISION PENSION PLAN FOR HOURLY RATE EMPLOYEES REPRESENTED BY THE UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (A.F.L.-C.I.O.) was merged into the Prior Hourly Plan and was designated as Appendix B of such Prior Hourly Plan.

ARTICLE E-2
DEFINITIONS

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

E-2.1 Union

E-2.2 means the United Automobile, Aerospace and Agricultural Implement Workers of America (AFL-CIO).

E-2.3 Employee means any person who is a member of a bargaining unit represented by the Union and who is customarily employed by Bowman Products Division of the Company on an hourly-rate basis including hourly-rate persons on incentive pay plans. As described in the History of this Part E of the Plan, no new employees shall become Employees under this Part E of the Plan on or after July 1, 1996. Leased employees as defined under Section 414(n) of the Code are excluded from participating under this Part E of the Plan as they are not members of a bargaining unit represented by the Union.

See PART E - APPENDIX E-1

E-2.4 Participant means:

(a) each person who was covered under the BARNES GROUP INC. - BOWMAN PRODUCTS DIVISION PENSION PLAN FOR HOURLY RATE EMPLOYEES REPRESENTED BY THE UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (A.F.L.-C.I.O.) on December 31, 1998; and

(b) each person who becomes an Employee prior to July 1, 1996 who has an Hour of Service prior to July 1, 1996.

See PART E - APPENDIX E-1

E-2.5 Seniority means seniority as defined in the collective bargaining agreement covering the bargaining unit of which an Employee is a member.

E-2.6 Service means service as described in Article E-4.

E-2.7 Credited Service means credited service as described in Article E-4.

E-2.8 Plan Conversion Date means January 1, 1976, the date at which the BARNES GROUP INC. - BOWMAN PRODUCTS DIVISION PENSION PLAN FOR HOURLY RATE

EMPLOYEES REPRESENTED BY THE UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (A.F.L.-C.I.O.) was amended in order to comply with the provisions of ERISA.

E-2.9 Unreduced Federal Social Security Benefit means a benefit determined and payable under Title II of the Federal Social Security Act, as now in effect or as hereafter amended, without any reduction being made therefrom.

E-2.10 Actuarial Equivalent Value or similar term or concept with respect to adjustments for Early Retirement and for the Social Security Option, shall mean a benefit of equivalent value determined in accordance with the tables set forth in Tables A and B which are attached to this Part E of the Plan. Notwithstanding the foregoing, effective October 1, 2011, the provisions of Part A, Section A-2.2(e) of the Plan shall apply.

ARTICLE E-3

ELIGIBILITY FOR RETIREMENT AND AMOUNT OF PENSION

E-3.1 Normal Retirement

(a) On and after January 1, 1990, a Participant who has attained the later of his 65th birthday and the 5th anniversary of his employment date and thereafter shall retire from active employment will be eligible for a normal retirement pension. For benefit eligibility purposes, the date on which the Participant attains such date will be considered his normal retirement date. For all other purposes, the first day of the month coinciding with or next following such date will be considered his normal retirement date. A Participant shall become 100% vested upon attaining his normal retirement date.

See PART E - APPENDIX E-1

(b) The monthly pension payable to a pensioner who retires pursuant to Section E-3.1 above, on or after May 1, 1994, shall be determined from the following schedule:

Pensions payable from May 1, 1994 to April 30, 1995:	\$16.00 for each year of Credited Service
Pensions payable from May 1, 1995 to April 30, 1996:	\$16.50 for each year of Credited Service
Pensions payable on and after May 1, 1996:	\$17.00 for each year of Credited Service

Under this provision, those Participants who retire under Section E-3.2 (that is, after completing at least 10 years of Service and attaining age 62) between May 1, 1994 and April 30, 1997, shall have their pensions increased by \$.50 (fifty cents) on each May 1 through and including May 1, 1996 for all years of Credited Service.

Moreover, in no event will the total yearly amount of retirement income to be provided for a reemployed Participant on account of all periods of employment be greater than the yearly amount of retirement income which would have been provided for him if his prior cessation of Service had not occurred.

See PART E - APPENDIX E-1 and PART E - APPENDIX E-2

E-3.2 Early Retirement

(a) On or after July 1, 1996, any Participant who has attained age 55 but not age 65 and

who has 10 or more years of Service as of his termination of employment date may retire at the option of the Participant.

See PART E - APPENDIX E-1

(b) A Participant who retires pursuant to Section E-3.2 above, on or after his 62nd birthday shall receive a monthly pension in an amount determined in accordance with this Section E-3.2, as if he had retired pursuant to subsection E-3.1 hereof.

(c) A Participant who retires pursuant to Section E-3.2, prior to his 62nd birthday may, at his election, receive either:

- (i) a monthly pension commencing at age 62 in an amount as set forth in (ii) below, or
- (ii) a monthly pension commencing at the time of early retirement in the amount determined by taking the applicable percentage, as set forth in (i) below (with such schedule being effective July 1, 1996), of the amount set forth in (ii) below:

(A) Age When Pension <u>Commences</u>	Applicable <u>Percentage*</u>
62	100.0%
61	93.3%
60	86.7%
59	79.0%
58	72.2%
57	66.2%
56	60.7%
55	55.8%

*Prorated for intermediate ages computed on the basis of the number of calendar months from the date the Participant's pension commences to the first day of the month following his next birthday.

(B)	Date When Pension <u>Commences</u>	Amount of <u>Pension</u>
	From May 1, 1994 but prior to May 1, 1995	\$16.00 for each year of Credited Service
	From May 1, 1995 but prior to May 1, 1996	\$16.00 for each year of Credited Service

On and after
May 1, 1996

\$17.00 for each year of
Credited Service

See PART E - APPENDIX E-1

E-3.3 Total and Permanent Disability Retirement

(a) On and after the Effective Date, a Participant with at least 10 years of Credited Service who becomes totally and permanently disabled shall be eligible for a disability pension as hereinafter provided.

See PART E - APPENDIX E-1

(b) The monthly pension payable to such a disabled Participant who retires pursuant to the provisions of Section E-3.3, on or after May 1, 1994 shall be determined from the following schedule:

(c)	Disability pensions payable from May 1, 1994 to April 30, 1995:	\$32.00 for each year of Credited Service to the date such disability commenced
	Disability pensions payable from May 1, 1995 to April 30, 1996:	\$33.00 for each year of Credited Service to the date such disability commenced
	Disability pensions payable on and after May 1, 1996:	\$34.00 for each year of Credited Service to the date such disability commenced

The monthly pension payable to such a disabled Participant who retires pursuant to the provisions of Section E-3.3 on or after May 1, 1994 will be increased by \$1.00 for each year of Credited Service on each May 1, thereafter until a monthly maximum pension of \$34.00 per year of Credited Service is reached.

See PART E - APPENDIX E-1

(c) Any such pension shall be payable to the disability pensioner during the continuance of total and permanent disability until the disability pensioner becomes eligible for an Unreduced Federal Social Security Benefit for age or disability, at which time a redetermination

shall be made in accordance with Section E-3.1, based upon the monthly pension payable thereunder at the time of such redetermination for normal retirement which occurred on the same date as the Employee's disability and such re-determined monthly amount shall thereafter be payable.

E-3.4 Participants Not Actively At Work

(a) The absence of any Participant from active work at the time he would be eligible to retire under this Part E of the Plan shall not preclude his retirement without return to active work, provided the provisions of Service do not cause the loss of the Participant's requisite Service or Credited Service.

E-3.5 Pre-Retirement Surviving Spouse's Pension

(a) Eligibility. A Participant's eligibility for the pre-retirement surviving spouse pension coverage shall be determined as follows:

(i) The surviving qualified spouse of a Participant who,

(A) is an Employee at any time after August 23, 1984,

(B) has a vested benefit under the Plan, and

(C) dies prior to commencement of benefit payments, including disability payments,

shall receive the pre-retirement surviving spouse's pension described in this Section E-3.5 unless the Participant waives those benefits pursuant to Section E-3.5.

(b) 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 commencement of benefit payments (and on or after August 23, 1984) shall receive the pre-retirement surviving spouse's pension described in this Section E-3.5 if the Participant elects in writing to accept pre-retirement surviving spouse's

pension coverage. Qualified Participants shall receive notice of their right to make this election as soon as practicable after the date their employment commences.

(c) In the case of a Participant who becomes permanently and totally disabled in accordance with the terms of the Plan on or after May 1, 1985 and who commences to receive disability payments, such Participant shall not be eligible for the pre-retirement surviving spouse pension coverage described in this Section E-3.5. Such disabled Participant, if eligible, will receive the Surviving Spouse Option in accordance with E-9.2.

In the case of a Participant who becomes permanently and totally disabled in accordance with the Plan on or after August 23, 1984 and prior to May 1, 1985, such Participant shall be eligible for the preretirement surviving spouse pension coverage in the same manner as a Participant who satisfies the requirements of paragraph (a) above.

(d) The term qualified spouse as used in this Section E-3.5 shall mean a spouse who is married to the Participant throughout the one-year period ending on the date of the Participant's death.

(e) Benefit Amount. The amount of pre-retirement surviving spouse pension payable pursuant to this Section E-3.5 shall equal the amount of payments that would have been made to a spouse under the surviving spouse option if:

- (i) in the case of a Participant who dies after attaining retirement age under the Plan, the Participant had retired with an immediate surviving spouse option on the day before his death, or
- (ii) in the case of a 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 (unless already separated from service).
 - (B) survived to the earliest retirement age,
 - (C) retired with an immediate surviving spouse 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.

(f) Benefit Commencement. With respect to Participants who were employees on or after July 1, 1996, if the 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 the Participant dies after attaining

age 55, payments shall commence on the first day of the month following his death. Payments shall continue monthly during the spouse's lifetime.

In the event a benefit is payable under the pre-retirement surviving spouse pension, no other death benefit is payable under the Plan.

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 purposes of this Pre-Retirement Surviving Spouse Pension, the total amount that will be paid as a Pre-Retirement Surviving Spouse Pension 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 based on the life expectancy of each such individual.

(g) Cost of Pre-Retirement Surviving Spouse Pension. For each month and part thereof that the pre-retirement surviving spouse pension coverage is in effect after a Participant has terminated employment, a reduction will be made in the Participant's monthly pension as follows:

- (i) 1/60 of 1% (or .2% per year) for each full or partial month of coverage for the months on or after the Participant's 35th birthday and 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.

See PART E - APPENDIX E-1

(h) Waiver of Pre-Retirement Surviving Spouse Pension Coverage. An eligible Participant who was an Employee on or after August 23, 1984 and has terminated employment may waive the pre-retirement surviving spouse pension coverage; 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, or by a representative designated by the Benefits Committee. Such waiver shall be effective, once properly completed, when received by the Corporation. Any such waiver may be revoked by the Participant upon written notice to the Benefits Committee and shall be effective on the first day of the calendar month following the Benefits Committee's receipt of such notice.

(i) Written Explanation of Pre-Retirement Surviving Spouse Pension. The Corporation shall furnish each Participant eligible to waive coverage under the pre-retirement surviving spouse pension coverage 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 the first day of the Plan Year in which the Participant attains age 32 and ending on the last day of the Plan Year preceding the Plan

Year in which the Participant attains age 35. If the Participant separates from service prior to attaining age 35, such explanation will be provided within 12 calendar months after the Participant's separation from service.

E-3.6 Retention Of Deferred Pension If Separated

(a) Any Participant who loses his accumulated Credited Service under the provisions of this Part E of the Plan by breaking Seniority on or after the Effective Date shall be eligible for a deferred pension provided the Service of such Participant is at least 5 years.

Any Participant who was an Employee on July 1, 1996, including those Employees who were on a layoff status as of July 1, 1996, will be treated as being 100% vested in the pension accrued through the date of his termination of employment.

Upon termination of employment date, pension accruals shall be deemed to cease.

(b) The monthly amount of deferred pension for which any Participant is eligible shall be:

If the Participant's break in Seniority occurs on or after May 1, 1994, as determined from the following schedule:

If such break in Seniority occurs on or after May 1, 1994 but prior to May 1, 1995:	\$16.00 for each year of his Credited Service to the date he ceases to be an Employee
If such break in Seniority occurs on or after May 1, 1995 but prior to May 1, 1996:	\$16.50 for each year of his Credited Service to the date he ceases to be an Employee
If such break in Seniority occurs on or after May 1, 1996:	\$17.00 for each year of his Credited Service to the date he ceases to be an Employee

(c) If a Participant is reemployed by the Company after having qualified for a deferred pension in accordance with this Section E-3.6, such Employee shall, in lieu thereof, have his Service and Credited Service counted and aggregated as and to the extent provided in Article E-5.

(d) A Participant described in this Article, Subsection E-3.6 above, may elect to have his pension commence at any date on or after his attainment of age 60. In such event, his monthly pension shall be the amount described in this Article, subsection E-3.6(a) above, as adjusted by the early retirement adjustment factors shown in Table A, attached to this Part E of the Plan.

(e) With respect to a Plan amendment which changes the vesting formula, each Participant who has no less than three years of Service within the election period further described below will be eligible to elect to have his Vesting Percentage computed without regard to such amendment. Such election must be made in writing to the Benefits Committee at any time during the election period beginning on the date the plan amendment is adopted and ending not later than the latest of the following dates:

- (i) 60 days after the amendment is adopted;
- (ii) 60 days after the effective date of the amendment;
- (iii) 60 days after the date the Participant is given written notice of the amendment by the Benefits Committee.

ARTICLE E-4
SERVICE AND CREDITED SERVICE

E-4.1 Service

(a) Prior to the Plan Conversion Date, the term Service means whole years and full months of continuous employment with the Participating Division commencing on the Employee's earliest employment date (or, if applicable, a date determined under Section E-4.2), and ending on the earliest of the Employee's termination of employment date, retirement date or death.

On and after the Plan Conversion Date, the term Service shall mean the years and partial years, determined on the basis of the hours of Service worked by the Employee during each Plan Year:

<u>Hours of Service in Plan Year</u> <u>(For Vesting Purposes)</u>	<u>Service</u>
Less than 170 Hours	0 Year
170 - 339 Hours	1/10 Year
340 - 509 Hours	1/5 Year
510 - 679 Hours	3/10 Year
680 - 849 Hours	2/5 Year
850 - 999 Hours	1/2 Year
1,000 or More Hours	1 Year

The accumulation of Service shall be subject to Article E-5 dealing with Breaks-in-service and loss of Service and Credited Service.

See PART E - APPENDIX E-1

(b) If the Employee, prior to the Plan Conversion Date, incurred a break in Seniority, or quit or was discharged before such date, no Service will be credited to him for any period prior to any such event which corresponds to any period in respect to which Credited Service was forfeited, or may be forfeited under the terms of Article E-5, subsection E-5.1(a).

(c) To the extent that an Employee who is reemployed by the Company after a break in Seniority incurred before the Plan Conversion Date shall have his Credited Service reinstated in accordance with Article E-5, subsection E-5.1(a), Service will be credited to him for the period of reinstated Credited Service.

(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.

E-4.2 Credited Service Prior To Effective Date

(a) Credited Service prior to the Effective Date shall be computed to the nearest 1/10 year and shall be the sum of:

- (i) The number of years following the Employee's plant Seniority date and preceding the Effective Date, plus
- (ii) Any period or periods of Service as an hourly or salaried employee of the Corporation, or any predecessor Corporation which is now a division of the Corporation, preceding the Employee's Seniority date, provided that, if there was an interval equal to two years or more between periods of employment with the Corporation, or any such predecessor Corporation, beginning with the last day of active service in the employment immediately preceding such interval, no service prior to such interval shall be counted.

(b) For the calendar year 1950, no more than a year's credit will be given including credit for Service prior to the Effective Date.

E-4.3 Credited Service Subsequent To Effective Date

(a) Credited Service, commencing with the Effective Date and thereafter, shall be computed for each year for each Employee on the basis of the number of his hours of Service during such year. Any calendar year in which the employee has 1700 or more hours of Service shall be counted a full year of Credited Service. Where his hours of Service during a calendar year are less than 1700 hours, a proportionate credit shall be given to the nearest 1/10 of a year. For the purpose of computing Credited Service, hours of pay at premium rate shall be computed as straight-time hours.

See PART E - APPENDIX E-1

(b) For the purposes of computing hours of Service under Section E-4.3 above:

- (i) An employee who after January 1, 1968 is absent from work during any calendar year while on Company approved sick leave shall be credited with 40 hours of Service per week for the period of such absence during the calendar year for which he receives weekly sickness or accident benefits under any plan to which the Company has contributed, provided that the Employee shall have received pay from the Company during that year for at least 170 hours; but if on any January 1 on or after January 1, 1970 a period

of such absence which began in the preceding calendar year is being continued into the new calendar year, and provided that the Employee received pay from the Company during the preceding calendar year for at least 170 hours, he shall be credited with 40 hours of Service per week for the continued period of such absence during the new calendar year for which he receives weekly sickness or accident benefits under any plan to which the Company has contributed.

(c) An Employee, who after the Effective Date, is absent from work because of occupational injury or disease incurred in the course of his employment with the Company, and on account of such absence receives Workers' Compensation while on Company, approved leave of absence, shall be credited with 40 hours of Service per week during such absence;

(d) An Employee who after the Effective Date, is absent from work pursuant to a leave of absence granted for the purpose of serving as an elected officer of the local union at his plant, or, on or after January 1, 1964, to work for the International Union, and who would otherwise have been scheduled to work, shall be credited with the number of hours of Service that he would have been scheduled to work during such absence;

(e) An Employee who, after the Effective Date is absent from work because of service in the Armed Forces of the United States, shall be credited with 40 hours of Service per week during such absence, provided he entered said Armed Forces directly from his employment by the Company and provided he returns to Service with the Company within 90 days after first becoming entitled to release from said Armed Forces or after hospitalization continuing after discharge for a period of not more than one year. No benefit shall become payable to or on account of any such Employee prior to his return to Service with the Company.

In no event shall any such Employee be credited with Service under this Section E-4.3 after retirement, nor Credited Service of more than one year in respect to any calendar year by virtue of this Section 4.3 except as may be required or provided in accordance with Section 414(u) of the Code.

(f) An Employee transferred after the Effective Date to employment covered by the Plan shall have credited to the nearest 1/10 year any Credited Service he has as of the date of such transfer under any other retirement plan maintained by the Corporation, provided that there shall be no duplication of Credited Service nor Credited Service of more than one year in respect of any calendar year by virtue of this Article E-4, Section E-4.3.

ARTICLE E-5

BREAK IN, AND LOSS OF SERVICE AND CREDITED SERVICE

E-5.1 Credited Service – Effect Of Break In Seniority Before The Plan Conversion Date

- (a) Loss of Credited Service
- (b) After the Effective Date an Employee will lose all Credited Service for purposes of this Plan and if reemployed shall be considered a new Employee for purposes of this Plan (except as provided under Article E-3):
 - (i) if the Employee quits, or
 - (ii) if the Employee is discharged or released and not reinstated, or
 - (iii) if the Employee's Seniority is broken for any other reason, provided that any Employee retired under the total and permanent disability provisions of this Plan and who is subsequently found to be no longer disabled for the purposes of Article E-3, will have his pre-break Service and Credited Service counted if he applies for reemployment or reinstatement by the Company.
- (c) Any Employee who breaks Seniority on or after the Effective Date and thereby loses Credited Service under the provisions of this Article E-5, Section E-5.1, and then is later reemployed by any plant or division of the Company shall, upon making proper application, have such Credited Service reinstated provided the Employee acquires Seniority within 36 consecutive months following the loss of Seniority and Credited Service.

E-5.2 Service, Credited Service – Effect Of Break-In-Service After The Plan Conversion Date

- (a) In determining breaks-in-service, and loss of Service, or loss of Credited Service with respect to periods of an Employee's employment after the Plan Conversion Date, the provisions of ERISA shall override any terms of this Article E-5 which are inconsistent therewith. A break in Seniority which is incurred by the Employee will operate with the same effect as a break-in-service for the purposes of this Article E– 5 to the extent not contrary to the provisions of ERISA. A break-in-service is incurred in any Plan Year in which an Employee is not credited with at least 170 hours of Service in such Plan Year.

A break-in-service is not incurred by the Employee:

- (ii) in any Plan Year for which he is granted a full or proportionate year of Credited Service, or

(ii) because of the Employee's entry into the military service of the United States, provided the Employee is reemployed pursuant to veteran's reemployment rights under any Act of Congress or as required by Section 414(u) of the Code.

(iii) if he is reemployed before a one-year break in service.

(b) An Employee who has a break-in-service, and later is reemployed by the Company shall have his pre- and post-break Service aggregated if his Seniority is broken in accordance with Article E-5, at the time of the break, regardless of the length of the break.

(c) An Employee who does not have at least 5 years of Service and who has consecutive breaks-in-service of equal or greater duration than his pre-break Service shall not have his pre- and post-break Service and Credited Service aggregated upon his reemployment by the Company, except that he shall have it aggregated in such circumstances, if the duration of his break-in-service does not exceed 36 months (five consecutive one-year breaks in service effective May 1, 1985).

(d) If an Employee's pre-break and post-break Service and Credited Service are aggregated, such Service and Credited Service shall be aggregated for all purposes under the Plan. If his pre- and post-break Service are not aggregated, only his post-break Service and Credited Service shall be considered in determining the Employee's rights.

(e) For Plan Years beginning on or after January 1, 1986, a Participant who is absent from work for maternity or paternity reasons will be credited with 170 hours of Service in the Plan Year such absence begins, if necessary to prevent a break in service, or otherwise in the following year. An absence due to maternity or paternity reasons shall mean an absence from work due to the pregnancy of the Participant, the birth of a child of the Participant, the placement of a child in connection with the adoption of the child by a Participant, or the caring for a Participant's child during the period immediately following the child's birth or placement for adoption. Rules of uniform application shall be based on information provided by the Participant to determine whether or not the Participant's absence from work is due to maternity or paternity reasons.

ARTICLE E-6

DETERMINATION ON ACCOUNT OF SOCIAL LEGISLATION

E-6.1 Determination Of Federal Social Security Benefits For Age Or Disability

(a) The benefits payable for age or disability under the Federal Social Security Act, as amended, as now in effect or as hereafter amended, which are referred to in the determination of pensions under Article E-3 shall be included in such determination even though the Participant either does not apply for such payments or loses all or part of them through delay in applying for them, by entering into covered employment, or otherwise.

(b) Old age benefit payments or disability benefit payments other than those payable on a basis of need or because of military service, under any future federal legislation, amending, superseding, supplementing, or incorporating the Federal Social Security Act, as amended, or benefits provided therein, shall be considered as benefits under the Federal Social Security Act for the purpose of the Plan.

(c) If a Participant is eligible for unreduced Federal Social Security Benefits for age or disability at the time of retirement or thereafter, such Participant shall provide the Corporation with evidence of the effective date of entitlement to such benefits.

ARTICLE E-7
401(h) ACCOUNT

E-7.1 Effective July 1, 1996, the Corporation will establish a Section 401(h) account. Under this account, any excess assets not required for funding pension plan benefits shall be used to the extent allowable under Section 401(a)(2) of the Code to fund retiree health care benefits as further described in Article E-10.

ARTICLE E-8
PLAN ADMINISTRATION

E-8.1 Small Benefits. Effective January 1, 2000, if the lump sum Actuarial Equivalent Value of monthly benefit payments (including any death benefit payments) to any person would amount to less than \$5,000, such person shall receive the then Actuarial Equivalent Value of such payments in one sum, effective as of the date that benefit payments would otherwise commence. Effective the later of January 1, 2000 or the date this Plan is adopted, the determination of the lump sum Actuarial Equivalent Value shall be made using:

- (a) (i) or (ii) below, whichever provides a greater benefit:
 - (i) The Actuarial Equivalent Value determined on the basis of an interest assumption of the interest rate published by the Pension Benefit Guaranty Corporation (for as long as such rates are published) and as in effect 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); or
 - (ii) The Actuarial Equivalent Value 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 Code Section 807(d)(5)(A), 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 Code Section 807(d)(5)) 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, whichever provides a greater benefit, and
- (b) the 1983 Group Annuity Mortality Table, or such other table as shall be required under the terms of Section 417(e)(3) of the Code.
- (c) 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.

(d) 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 second or fourth full calendar month preceding the first day of the "stability period," whichever results in the larger benefit.

E-8.2 Suspension of Benefits at Option of Employee. Notwithstanding any other provision of the Plan, an employee entitled to receive a pension may, for personal reasons and without disclosure thereof, request the Benefits Committee in writing to suspend for any period payment of all or any part of such pension otherwise payable to him hereunder. The Benefits Committee, upon receipt of such request, shall authorize such suspension, in which event the employee shall be deemed to have forfeited all rights to the amount of pension so suspended, but shall retain the right to have the full pension otherwise payable to him hereunder reinstated as to future monthly payments upon written notice to the Benefits Committee of his desire to revoke his prior request for a suspension.

ARTICLE E-9
PENSION PAYMENTS AND GENERAL PROVISIONS

E-9.1 Payment Of Pension

(a) With respect to a Participant who is eligible for a pension in accordance with the terms of Article E-3, Subsection E-3.1, the first monthly payment of such Participant's pension shall be on the first day of the month following the month in which the Participant actually retires, and the pension shall be payable monthly thereafter during his lifetime subject to the terms of this Plan.

(b) With respect to a Participant who is eligible for a pension in accordance with the terms of Article E-3, Subsection E-3.2, the first monthly payment of such Participant's pension shall be on the first day of the month following the month in which the Participant retires, except if the Participant's date of retirement is prior to his attainment of age 62, he may elect, at the time of retirement, to have payments deferred until he attains age 62, in which event the first monthly payment shall be on the first day of the month following the month in which he attains age 62. Once payments have commenced, the pension will be payable monthly thereafter during the Participant's lifetime subject to the terms of this Plan.

(c) With respect to a Participant who is eligible for a pension in accordance with the terms of Article E-3, Subsection E-3.3, the first monthly payment of such Participant's pension shall be payable on the later of the dates specified in (a) or (b), below, and the pension shall be payable monthly thereafter during his lifetime subject to the terms of this Plan.

- (i) On the first of the month following the date the required proof of such disability is received.
- (ii) The first day of the month following the completion of a period of disability of 3 months.

Pension payments shall not commence until the cessation of any weekly sickness or accident benefits payable under any plan to which the Company has contributed. If such sickness or accident benefits during any month are payable for a period of less than 4-1/3 weeks, the monthly pension benefit payable for that month shall be reduced by the percentage which such period of sickness and accident benefits is of 4-1/3 weeks provided, however, that nothing in this Article E-9, Subsection E-9.1 shall prevent the commencement of benefits after the first day of the month following the Participant's 65th birthday.

(d) With respect to a former Participant who is eligible for a deferred pension in accordance with Article E-3, Section E-3.6, the first monthly payment of such Participant's pension shall be payable, at the written request of such Participant, on the first day of any month following the month in which the Participant attains age 60. The pension shall be payable

monthly thereafter during his lifetime subject to the terms of this Plan.

Such written request must be filed with the Company not earlier than 60 days prior to the Participant's annuity commencement date. If a former Participant who is eligible for a deferred pension has not applied therefor by the 30th day prior to his 65th birthday, a notice will be sent to his last address known by the Company informing him of his right to request a deferred pension.

(e) With respect to a survivor who is eligible for a survivor's pension in accordance with Section E-9.2 of this Article E-9, the first monthly payment of such survivor's pension shall be on the first day of the month following the month in which the Participant's death occurred and the survivor's pension shall be payable monthly thereafter during such survivor's lifetime subject to the terms of this Plan.

E-9.2 Surviving Spouse Option Upon Retirement

(a) A Participant who becomes eligible for a pension under this Plan shall be deemed to have automatically elected to receive a reduced amount of pension under the Surviving Spouse Option, with the provision that, if the Participant dies on or after the date the election becomes effective and is survived by his designated spouse, a pension will be payable to the spouse for life.

No less than 30 days and not more than 90 days prior to the date the Participant will become covered by the surviving spouse's pension benefit, the Board shall furnish the Participant with a notice concerning the surviving spouse option, including its terms and conditions, the Participant's right to waive the surviving spouse option, the effect of a waiver, and the rights of the Participant's spouse relating to a waiver. The pension commencement date for a distribution may be less than 30 days after receipt of the written explanation described above provided:

(b) the Participant has been provided with information that clearly indicates that the Participant would have had at least 30 days to consider whether to waive the surviving spouse option and elect (with spousal consent) a form of distribution other than the surviving spouse option;

(c) the Participant is permitted to revoke any affirmative distribution election at least until the pension commencement date or, if later, at any time prior to the expiration of the 7-day period that begins the day after the expiration of the surviving spouse option is provided to the Participant;

(d) the pension commencement date is a date after the date that the written explanation was provided to the Participant. However, the pension commencement date may be before the date that any affirmative distribution election is made by the Participant and before the date that the distribution is permitted to begin under paragraph (i) below; and

(e) distribution in accordance with the affirmative election does not commence before the expiration of the 7-day period that begins the day after the explanation of the surviving spouse option is provided to the Participant.

(f) Unless the Participant specifically waives the surviving spouse option in the manner specified in subsection E-9.2(g) below, the automatic election of this option will become effective as follows:

- (i) On the commencement date of an Employee's pension whether in connection with normal retirement or early retirement; or
- (ii) In the case of a disability pension commencing on or after May 1, 1985 on the commencement date of the Participant's disability pension; or
- (iii) In the case of a disability pension commencing prior to May 1, 1985, on the commencement date of the Participant's disability pension if such pension commences after his 60th birthday, or if such pension commences prior to age 60, on the first day of the month following the Participant's 60th birthday provided that he is then eligible for and receiving a disability pension; or
- (iv) On the commencement date of a Participant's deferred pension on account of a break in seniority which is not considered a retirement; provided, however, that this option will not become effective on the date determined above unless the Participant is then married and has been married for at least one year immediately prior thereto; and provided, further, that if on the date determined under (a), (b), (c), or (d), above, the Participant is married but has been married for less than one year immediately prior thereto, the automatic election of this option will become effective on the first day of the month following one year of such marriage.

(g) A Participant may waive the automatic election of this option provided that any waiver of an automatic form of pension payment providing a survivor's benefit to his spouse shall be effective only if the spouse consents to such waiver in the manner described in (i) and (ii) below and in accordance with applicable provisions of the Retirement Equity Act of 1984.

- (i) The Committee shall provide each Participant with a written explanation of the survivor's benefit within a reasonable time before the Participant is first eligible to commence receiving benefits, including its terms and conditions, the Participant's right to waive the benefit, the effect of a waiver, and the rights of the Participant's spouse relating to a waiver.
- (ii) A waiver of such benefit shall be effective only if the Participant's spouse consents to the waiver and the consent acknowledges the effect of the waiver and is acknowledged by a notary public or the Committee (or its delegate), provided that no waiver shall be required if it is established to the satisfaction of the

Committee (or its delegate) that the consent may not be obtained because there is no spouse, because the spouse cannot be located, or because of such other circumstances as may be permitted pursuant to rules or regulations with respect to Section 417(a)(2) of the Code.

Any waiver under this Subsection E-9.2 must be made within the 90 day period ending on the pension commencement date, and any such waiver may be revoked within said period.

(h) The surviving spouse option shall be of no force and effect if either the Participant or his designated spouse dies before the effective date of the election.

(i) The surviving spouse option shall be irrevocable at and after its effective date, except as otherwise provided in subsection E-9.2(l) below and except as otherwise provided by governmental regulations.

(j) Under the surviving spouse option the monthly amount of pension payments otherwise payable to the Participant will be reduced by multiplying by the following percentage (assuming in the case of a Participant receiving or eligible to receive a disability pension that such Participant is eligible for a Primary Insurance Benefit):

90%, plus 1/2 of 1% for each 12 months by which the spouse's age

exceeds the Participant's age (up to a maximum of 100%), and minus 1/2 of 1% for each 12 months by which the spouse's age is less than the Participant's age.

See PART E - APPENDIX E-1

(k) In the event that the spouse predeceases the Participant, the Participant may cancel the surviving spouse option and have his pension restored to the amount payable without such surviving spouse option effective on the first day of the third month in which the Company receives evidence satisfactory to the Company of the spouse's death.

(l) Upon the death of a Participant for whom the surviving spouse option is in effect, the monthly amount of pension payable to his surviving spouse will be equal to 55% of the reduced monthly amount of pension determined for the Participant under Section E-9.2(f) above, except as follows: For a pensioner receiving or eligible to receive a disability pension, the monthly amount of pension for the surviving spouse will be computed as if the Participant were eligible for a Primary Insurance Benefit. Pension payments to a surviving spouse will be payable monthly commencing on the first day of the month following the date of the Participant's death and continuing thereafter as long as the spouse lives, subject to the terms of the Plan.

See PART E - APPENDIX E-1

(m) The only person whom an Employee may designate to receive a survivor's pension under the surviving spouse option is the person who is his Spouse, at the time pension payments commence and who has been his Spouse for at least one year immediately prior thereto, except as otherwise provided in subsection E-9.2 above.

(n) 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 purposes of the Surviving Spouse Option the total amount that will be paid under the Surviving Spouse Option 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 based on the life expectancy of each such individual.

E-9.3 Social Security Option

(a) A Participant who retires in accordance with the provisions of subsection E-3.2 or subsection E-3.6(d) of Article E-3, with pension payments which are to commence prior to the first day of the month following the month in which he attains age 62 may elect to receive, subject to the further terms of this Section 3, and in lieu of the monthly pension which he would otherwise receive under this Plan, an increased monthly pension prior to age 62 and a reduced monthly pension thereafter in order that, to the extent possible, his pension benefits from this Plan and from the Federal Social Security Act will be a level amount throughout his lifetime. In the case of a married Participant, an election of the Social Security option shall be subject to the waiver and spousal consent requirements set forth in Section E-9.2 above.

(b) An election of a Social Security option may be made at any time within the 60 day period preceding the date of the Participant's retirement. In addition, he shall, unless waived by the Company, request the Social Security Administration (at least 30 days prior to retirement) to provide such data as may be necessary to estimate the amount of the Primary Insurance Benefit, or portion thereof, to which he might become entitled upon attaining age 62.

(c) The adjusted amount of the monthly pension payable to a Participant who elects the Social Security option shall be as follows:

- (i) The monthly pension payable prior to the first day of the month following the month in which the Participant attains age 62 shall be equal in amount to the monthly pension which would have been payable to the Participant had he not elected the Social Security option, plus the applicable percentage, as determined from the following table effective as of July 1, 1996 (in the case of a Participant retiring under Section E-3.2 of Article E-3; Participants retiring under Section E-3.6 of Article E-3, shall have their Social Security option benefit calculated in the same manner, but using the applicable factor in Table B) of the estimated Primary Insurance Benefit, or portion thereof, to which the Participant might become entitled upon attaining age 62.

<u>Age When Pension Commences</u>	<u>Applicable Percentage*</u>
55	55.8
56	60.7
57	66.2
58	72.2
59	79.0
60	86.7
61	93.3
62	100.0

*Prorated for intermediate ages computed on the basis of the number of calendar months from the date the Participant's pension commences to the first day of the month following his next birthday.

- (ii) The monthly pension payable on and after the first day of the month next following the month in which the Participant attains age 62 shall be equal in amount to the monthly pension which was payable prior thereto as determined in accordance with (c)(i), above, minus the amount of the estimated Primary Benefit, or portion thereof, to which the Participant might become entitled upon attaining age 62. Provided, however, that the Corporation reserves the right to modify the terms of this Social Security option with respect to any Participant if the yearly amount of the reduced payments described in (b) is less than \$10 monthly.
- (iii) Notwithstanding the foregoing provisions of this subsection (c), for all purposes, such determinations shall be made in accordance with Code Section 417(e)(3).
- (d) The estimated amount of the Primary Insurance Benefit, or portion thereof, to which a Participant might become entitled upon attaining age 62 will be determined on the basis of the Federal Social Security Act as in effect when he retires and will not be re-determined thereafter regardless of whether or not such Act is amended or modified.
- (e) A Participant may revoke his election of a Social Security option at any time prior to the date his pension payments commence.
- (f) In the event the Social Security Act is modified on or after the Effective Date, the Company reserves the right to modify this option, if it deems it necessary, in order that a Participant may, by electing this option, secure, to the extent possible, a level income from both the Plan and Social Security, provided, however, that any such modification in the option will not apply to Participants whose pension benefits commenced prior thereto.

E-9.4 Optional Methods Of Payment For Employees Of The Curtis Industries UAW Retirement Income Plan

See PART E - APPENDIX E-1

E-9.5 Election Of Options

(a) An election of the Social Security option shall be made on a form approved by the Company and such election shall be filed with the Company.

(b) The surviving spouse option and Social Security option shall be mutually exclusive and only one of such options may become effective with respect to a Participant.

(c) Notwithstanding anything elsewhere in the Plan to the contrary, no election of an optional form of benefit shall be effective, and no payment of a death benefit shall be made, in violation of the requirements of Section 401(a)(9) of the Code.

E-9.6 Cessation Of Payments To Pensioner

(a) The pension of any pensioner shall be suspended for any calendar month during which he completes 40 or more hours of Service if the pensioner is reemployed by the Company and shall resume commencing with the first month during which the pensioner completes less than 40 hours of Service. The pension payable upon such subsequent retirement shall be calculated as if the pensioner were then first retired and shall be based upon his Credited Service at his latest retirement. The following rules shall apply to any such suspension or resumption of pension payments:

- (i) In the event a Pensioner who has had his pension payments suspended pursuant to this Section E-9.6 should complete less than 40 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 Pensioner completed less than 40 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 less than 40 hours of Service, less any amount deducted pursuant to (b) below.
- (ii) In the event a benefit payment is made to a Participant for a month in which the Participant completes 40 or more hours of Service, such payments may be deducted from any payments which are subsequently payable to the Participant (or in the event of his death, to his spouse, Beneficiary, or Contingent Annuitant), 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.
- (iii) If a Participant's death occurs during any period in which he is reemployed and his benefit payments have been suspended pursuant to this Section E-9.5, the death benefit, if any, payable with respect to the Pensioner 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.

- (iv) In no event shall the total benefit payable to a pensioner upon resumption of payments following a suspension exceed the amount which would have been payable had his total Service, both before and after reemployment, been a single, uninterrupted period of participation.
- (v) If a Pensioner had a vested pension benefit on his latest break in Service prior to reemployment, in no event will the pension benefit determined for him be less than the vested pension benefit determined for him prior to such reemployment.

Hours of Service shall be determined pursuant to Section E-4.1 of Article E-4 and 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 Regulations 2530.200b-2. The foregoing is not applicable to a disability pensioner who recovers, provision for whom is made in Article E-3, and Article E-5, subsection 1.1 (a)(iii).

(b) In the event that it shall be found that any pensioner to whom a pension is payable is unable to care for his affairs because of illness or accident, any payment due (unless prior claim therefor shall have been made by a duly qualified guardian or other legal representative) may be paid to the spouse, parent, brother or sister or other person deemed to have incurred expense for such pensioner otherwise entitled to payment. Any such payment shall be a payment for the account of the pensioner and shall be a complete discharge of any liability of the Plan therefor.

E-9.7 Effect Of Retirement On Employment Status And Seniority

(a) A Participant who retires under the terms of the Plan shall cease to be a Participant and shall have his Seniority cancelled.

(b) A Participant who has been retired on a total and permanent disability pension and who thereby has broken his Seniority in accordance with subsection E-9.6(a), above, but who recovers and subsequently applies for reemployment shall have his Seniority reinstated as though he had been continued on a sick leave of absence during the period of his disability retirement.

(c) If a Participant retired for reasons other than total and permanent disability, who had lost Seniority in accordance with subsection E-9.6(a), above, is rehired, the provisions of Article E-5 shall govern in determining the Service and Credited Service of such Participant both prior to his loss of Seniority and after his reemployment.

ARTICLE E-10
RETIREE HEALTH CARE BENEFITS

E-10.1 Effective July 1, 1996:

(a) Subject to subsection (c) hereof, an account shall be established under this Plan for the purpose of the payment of benefits for hospitalization and medical expenses of retired Employees and their Spouses provided that:

- (i) such benefits are subordinate to the retirement benefits provided the Plan (the aggregate actual contribution for medical benefits may not exceed 25% of the total actual contributions to the Plan, other than contributions to fund past Service, after the date on which the account is established if applicable)
- (ii) a separate account is maintained for such benefits
- (iii) contributions to the separate account are reasonable and ascertainable
- (iv) at no time prior to the satisfaction of all liabilities under the Plan to provide such benefits, shall any part of the corpus or income of the separate account be used for, or diverted to, any purpose other than the providing of such benefits
- (v) notwithstanding the requirements of Section 401(a)(2) of the Code, upon the satisfaction of all liabilities under the Plan to provide such benefits, any amount remaining in the separate account will be returned to the Employer; and

(b) In the event an individual's interest in the account established pursuant to this Section E-10.1 is forfeited prior to termination of the Plan, an amount equal to the amount of the forfeiture will be applied as soon as possible to reduce Employer contributions to fund the account established pursuant to this Section.

(c) A separate account must be maintained for contributions made to fund the benefits under this Section E-10.1 for recordkeeping purposes. However, these funds may be invested along with the retirement funds without separate earmarking of the assets allocable to each account.

PART E

TABLE A

EARLY RETIREMENT ADJUSTMENT FACTORS

Number of Years and Months from Retirement Date to Age 65

<u>Months</u>	Years: 0	1	2	3	4	5
0		92.8%	85.6%	73.4%	71.2%	64.0%
1		99.4%	92.2	85.0	77.8	70.6
2		98.8	91.6	84.4	77.2	70.0
3		98.2	91.0	83.8	76.6	69.4
4		97.6	90.4	83.2	76.0	68.8
5		97.0	89.8	82.6	75.4	68.2
6		96.4	89.2	82.0	74.8	67.6
7		95.8	88.6	81.4	74.2	67.0
8		95.2	88.0	80.8	73.6	66.4
9		94.6	87.4	80.2	73.0	65.8
10		94.0	86.8	79.6	72.4	65.2
11		93.4	86.2	79.0	71.8	64.6

Number of Years and Months from Retirement Date to Age 65

<u>Months</u>	Years:	6	7	8	9	10
0		60.4%	56.8%	53.2%	49.6%	46.0%
1		60.1	56.5	52.9	49.3	
2		59.8	56.2	52.6	49.0	
3		59.5	55.9	52.3	48.7	
4		59.2	55.6	52.0	48.4	
5		58.9	55.3	51.7	48.1	
6		58.6	55.0	51.4	47.8	
7		58.3	54.7	51.1	47.5	
8		58.0	54.4	50.8	47.2	
9		57.7	54.1	50.5	46.9	
10		57.4	53.8	50.2	46.6	
11		57.1	53.5	49.9	46.3	

PART E
TABLE B
SOCIAL SECURITY

ADJUSTMENT FACTORS

<u>AGE</u> <u>YEARS</u>	<u>MONTHS</u>	<u>FACTOR</u>	<u>AGE</u> <u>YEARS</u>	<u>MONTHS</u>	<u>FACTOR</u>
60	--	.84000	61	--	.91500
60	1	.84625	61	1	.92208
60	2	.85250	61	2	.92916
60	3	.85875	61	3	.93624
60	4	.86500	61	4	.94332
60	5	.87125	61	5	.95040
60	6	.87750	61	6	.95748
60	7	.88375	61	7	.96456
60	8	.89000	61	8	.97164
60	9	.89625	61	9	.97872
60	10	.90250	61	10	.98580
60	11	.90875	61	11	.99228
			62	--	1.00000

PART E - APPENDIX E-1

Terms and/or provisions of this Part E – Appendix E-1 of the Plan are specific to prior Employees of Curtis Industries, Inc.

E-2 Definitions

(a) Employee means any person who is employed by the Company or has seniority status with the Company and who is covered by a collective bargaining agreement between the Company and the Union (under the terms of the Curtis Industries UAW Retirement Income Plan); provided there shall be excluded from coverage each person who did not complete at least one (1) hour of service on or after April 5 1988, if his employment commencement date occurred after his attainment of age 60. No new employees shall become Employees on or after June 15, 1995.

(b) Participant means each person who becomes an Employee prior to June 15, 1995 as determined under the terms of the Curtis Industries UAW Retirement Income Plan as in effect on the April 5, 1994 Restatement date.

ARTICLE E-3 ELIGIBILITY FOR RETIREMENT AND AMOUNT OF PENSION

E-3.1. Normal Retirement

(a) Effective April 5, 1988, an Employee's Normal Retirement Age means the Employee's 65th birthday, or his fifth anniversary of joining the Plan, if later. An Employee shall become fully Vested in his Normal Retirement Benefit upon attaining his Normal Retirement Age.

(b) Amount. Except for all eligible Employees hired on or after April 5, 1984, an eligible Employee's monthly Normal Retirement Benefit shall be an amount equal to:

- (i) \$6.25, if he retires on or after April 5, 1976, but prior to April 5, 1978;
- (ii) \$8.00, if he retires on or after April 5, 1978, but prior to April 5, 1981;
- (iii) \$8.50, if he retires on or after April 5, 1981, but prior to April 5, 1982;
- (iv) \$9.00, if he retires on or after April 5, 1982, but prior to April 5, 1983;
- (v) \$9.50, if he retires on or after April 5, 1983;
- (vi) \$10.00, if he retires on or after April 5, 1984;
- (vii) \$10.50, if he retires on or after April 5, 1985; or
- (viii) \$11.00, if he retires on or after April 5, 1986;

multiplied by his number of Years of Participation at his retirement.

For all Employees hired on or after April 5, 1984, an eligible Employee's monthly Normal Retirement Benefit shall be equal to \$8.00 multiplied by his number of Years of Participation at his retirement.

The Amount of the eligible Employee's monthly Normal Retirement Benefit has been determined based on the above provisions, and is tabled in the attached Part E - APPENDIX E-2.

E-3.2. Early Retirement

(a) Each Employee who retires from employment with the Employer at or after age 60, but prior to his Normal Retirement Date, who has at least ten (10) Years of Participation, and who is not eligible for a Disability Retirement Benefit, shall be eligible for an Early Retirement Benefit.

(b) An eligible Employee's monthly Early Retirement Benefit shall be equal to the accrued portion of his monthly Normal Retirement Benefit (as outlined in the attached Appendix E-2) on the date of his early retirement; provided, however, that the amount of benefit determined pursuant to the foregoing provisions shall be reduced 5/9 of one percent (1%) for each month by which commencement of payment of the benefit precedes the date on which payment of a Normal Retirement Benefit would have commenced if the Employee had retired on his Normal Retirement Date.

(c) Special Early Retirement Benefit and Supplement Payable to Age 65. Notwithstanding anything contained herein to the contrary, the Union and the Employer agree to the following Special Early Retirement Benefit and Supplement accepted by the following Employees: Ed McKay, Johnnie Singleton, Damon Fish, Jane Miscencik, Rob Rubus, Rozika Sigetic, Matija Golobic, and Frank Arp for their retirement beginning during the month of April 1995. Such Special Early Retirement Benefit and Supplement shall be equal to \$11.00 multiplied by (a) each Employee's number of Years of Participation as of April 5, 1995, plus (b) additional Years of Participation calculated for each Employee under age 62 by crediting each Employee, as applicable, with additional Years of Participation equal to the period beginning with the Employee's age as of April 5, 1995 and ending with the date on which he/she attains age 62 and reduced by (c) 5/9 of one percent (1%) for each month by which commencement of payment of the benefit for each Employee precedes the date on which payment of a Normal Retirement Benefit would have commenced if the Employee had retired on his Normal Retirement Date, subject to a maximum reduction of twenty percent (20%). In addition, each such Employee shall receive a special monthly supplement equal to the amount calculated in this Section from the date of each Employee's retirement until the date on which the Employee attains age 65. This Special Monthly Supplement will terminate on the date the Employee attains age 65.

E-3.3. Total And Permanent Disability Retirement

(a) Each Employee who retires from employment with the Employer due to a permanent and total disability and who has at least ten (10) Years of Participation shall be eligible for a Disability Retirement Benefit.

(b) Except for all eligible Employees hired on or after April 5, 1984, an eligible Employee's monthly Disability Retirement Benefit shall be:

With respect to any month for which he is eligible for a Social Security Disability Insurance Benefit an amount equal to:

- (i) \$6.25, if he retires on or after April 5, 1976, but prior to April 5, 1978;
- (ii) \$8.00, if he retires on or after April 5, 1978, but prior to April 5, 1981;
- (iii) \$8.50, if he retires on or after April 5, 1981, but prior to April 5, 1982;
- (iv) \$9.00, if he retires on or after April 5, 1982, but prior to April 5, 1983;
- (v) \$9.50, if he retires on or after April 5, 1983, but prior to April 5, 1984;
- (vi) \$10.00, if he retires on or after April 5, 1984, but prior to April 5, 1985;
- (vii) \$10.50, if he retires on or after April 5, 1985, but prior to April 5, 1986;
- (viii) \$11.00, if he retires on or after April 5, 1986;

multiplied by his number of Years of Participation at the time of disability retirement.

With respect to any month for which he is **ineligible** for a Social Security Disability Insurance Benefit, an amount equal to \$75.00.

For all Employees hired on or after April 5, 1984, an **eligible** Employee's monthly Disability Retirement Benefit shall be:

- With respect to any month for which he is **eligible** for a Social Security Disability Insurance Benefit, an amount equal to \$8.00.
- With respect to any month for which he is **ineligible** for a Social Security Disability Insurance Benefit, an amount equal to \$75.00.

multiplied by his number of Years of Participation at the time of disability retirement.

E-3.5. Pre-Retirement Surviving Spouse's Pension

(a) Cost of Pre-Retirement Surviving Spouse Pension. The amount of any monthly retirement benefit otherwise payable under the Plan to a former Employee, or to his surviving spouse, as the case may be, shall be reduced by .6% for each year, computed to the nearest 1/12 of a year, during which an Employee or former Employee is covered by the survivor benefits provisions of this Part E of the Plan.

ARTICLE E-4 SERVICE AND CREDITED SERVICE

E-4.1. Service

(a) Each person who was an Employee as of April 1, 1990 shall be credited with a Year of Service for each Plan Year beginning on April 5, 1990, April 5, 1991, April 5, 1992, and April 5, 1993. Notwithstanding anything to the contrary contained in this Section, no more than one (1) Year of Service shall be credited to an Employee for any one Plan Year, and an Employee shall not receive credit for Years of Service under this Section after the earlier of June 15, 1995 or the date of his retirement.

E-4.2. Credited Service Subsequent To Effective Date

(a) Each person who is an Employee on or after April 5, 1976, shall be credited with Years of Participation for purposes of the Plan as follows:

- He shall be credited with Years of Participation up to such date, computed to the nearest 1/10th year, equal to the credited service with which he had been credited for purposes of determining the amount of any benefit in accordance with the Plan provisions in effect on April 4, 1976.
- He shall be credited with a Year of Participation for each Plan Year commencing on or after April 5, 1976, and prior to attaining age 68 for which he is credited with at least 1,700 Hours of Service. If he is credited with less than 1,700 Hours of Service for a Plan Year, he shall be credited with a partial Year of Participation in the amount of 1/10th Year of Participation for each full 170 Hours of Service and the remaining hours, if 85 or more, shall count as 1/10th year.
- Effective April 5, 1988, an Employee with at least one (1) Hour of Service on or after April 5, 1988, shall be credited with Years of Participation after his attainment of age 68 based on the requirements for crediting of Years of Participation as set forth above.
- Each person who was an Employee as of April 1, 1990, shall be credited with Years of Participation for each Plan Year beginning on April 5, 1990, April 5, 1991, April 5, 1992, and April 5, 1993. Notwithstanding anything to the contrary contained in this Section, no more than one (1) Year of Participation shall be credited to an Employee for any one Plan Year, and an Employee shall not

receive credit for Years of Participation under this Section after the earlier of June 15, 1995 or the date of his retirement.

For purposes of the above Section, such Years of Participation have been determined and are shown on the attached APPENDIX E-2 to this Part E of the Plan in the column heading "Total Credits".

ARTICLE E-5 PENSION PAYMENTS AND GENERAL PROVISIONS

E-5.1. Surviving Spouse Option Upon Retirement

(a) The monthly payments otherwise payable to the Participant will be the Actuarially Equivalent Benefit.

(b) An Employee who is eligible to receive any benefit under the Plan, who is married on the annuity starting date, and who does not die before the annuity starting date shall be deemed to have elected the qualified joint and survivor annuity and to have designated his spouse on such date as his Contingent Annuitant. The Contingent Annuitant (as described in Option B below) shall provide a reduced monthly benefit payable to such Employee for his life, with the continuance of a monthly benefit equal to one-half (1/2) of such reduced amount after his death to his Contingent Annuitant during the lifetime of such Contingent Annuitant, provided such Contingent Annuitant is living at the time of such Employee's retirement and survives him.

E-6. Optional Methods Of Payment For Employees Of The Curtis Industries UAW Retirement Income Plan

(a) Available Options. Under the conditions set forth in this Section, an Employee who becomes eligible for a Normal or an Early Retirement Benefit under the Plan by reason of his retirement under any of the conditions specified in the Plan, in lieu of all retirement benefits otherwise payable to him under the Plan, may elect payment of benefits in accordance with any one of the following options:

- Option A. A reduced monthly benefit payable to such Employee for his life, with the continuance of a monthly benefit equal to such reduced amount after his death to his Contingent Annuitant during the lifetime of such Contingent Annuitant, provided such Contingent Annuitant is living at the time of such Employee's retirement and survives him.
- Option B. A reduced monthly benefit payable to such Employee for his life, with the continuation of a monthly benefit equal to one-half (1/2) of such reduced amount after his death to his Contingent Annuitant during the lifetime of such Contingent Annuitant, provided such Contingent Annuitant is living at the time of such Employee's retirement and survives him.

- Option C. A reduced monthly benefit payable to such Employee for his life, with the continuance to the person or persons designated by him as Term-Certain Beneficiary of a monthly benefit equal to such reduced amount after his death for the remainder, if any, of the ten-year term commencing with the date as of which the first payment of such monthly benefit is made, and with any monthly benefit payments remaining unpaid upon the death of the survivor of the Employee and his Term-Certain Beneficiary to be made to the estate of such survivor.

The Contingent Annuitant of a retired Employee under Option A or Option B or the Term-Certain Beneficiary under Option C may be any person selected by such Employee.

The monthly payments to be made under any such option shall be in amounts the actuarial value of which, on the date of commencement thereof, shall be the Actuarial Equivalent of the benefits otherwise payable to the Employee under the Plan, in lieu of which the option was elected, taking into account the age of the Employee and the age of his Contingent Annuitant.

PART E – APPENDIX E-2

Curtis Industries, Inc. – UAW Retirement Income Plan
Valuation as of April 5, 2000

Terminated with Vested Deferred Benefit								
NAME		HIRE DATE	SEX	DOB	TERM DATE	TOTAL CREDITS	AMT.PER CREDIT	MONTHLY BENEFIT
E. BENNETT		9-13-1972	F	4-4-1946	6-15-1995	21.8	11	\$239.80
J. BERICHON		3-28-1974	M	1-20-1954	6-1-1994	17.7	11	\$194.70
T. BOBER		9-14-1987	M	2-2-1955	5-1-1994	6.7	8	\$53.60
J. BOYD		6/4/1990	M	7-9-1955	6-15-1995	1.4	8	\$11.20
T. BOYER		5-17-1990	F	9-28-1958	6-15-1995	0.4	8	\$3.20
V. BREZAVSCEK		10-10-1990	M	3-30-1952	6-15-1995	1.6	8	\$12.80
A. BREZEZNIAK		7-14-1972	M	10-18-1945	6-15-1995	23.4	11	\$257.40
G. CALDWELL		5-16-1990	M	11-19-1953	5-1-1994	1.1	8	\$8.80
S. CHAPMAN		1-8-1974	F	2-5-1953	6-1-1994	18.2	11	\$200.20
J. CHINCHAR		8-4-1976	M	5-2-1953	6-15-1995	15.8	11	\$173.80
S. CLYDESDALE		8-4-1990	F	6-21-1958	6-15-1995	0.5	8	\$4.00
L. COLNAR		9-24-1973	F	8-12-1939	6-15-1995	20.3	11	\$223.30
C. COX		10-17-1990	M	10-6-1967	6-15-1995	1.6	8	\$12.80
K. CRISPIN		5-21-1990	M	12-13-1958	6-15-1995	1	8	\$8.00
J. DEAK		4-15-1965	F	11-8-1942	6-15-1995	30.8	11	\$338.80
P. DELZOPPO		3-27-1974	F	8-8-1948	5-1-1994	19.2	11	\$211.20
D. DOSS		8-29-1972	F	5-5-1949	6-15-1995	21.7	11	\$238.70
M. DRAVECKY		9-11-1972	M	9-15-1953	5-1-1994	23.1	11	\$254.10
L. FISH		6-1-1987	M	5-24-1965	6-15-1995	7	8	\$56.00
B. FRAME		2-29-1988	M	12-30-1938	5-1-1994	7.5	8	\$60.00
R. FRENCH		5-13-1985	M	5-23-1955	6-15-1995	9.2	8	\$73.60
J. FRIDAY		9-14-1972	F	12-31-1940	6-15-1995	23	11	\$253.00
R. GORJUP		3-25-1974	M	4-19-1954	6-15-1995	20	11	\$220.00
R. GRACZYK		9-8-1987	M	7-21-1939	6-15-1995	7.6	8	\$60.80
N. GRAY		3-22-1988	M	7-19-1939	6-15-1995	7.4	8	\$59.20
J. GRISPINO		5-1-1990	M	1-18-1954	6-15-1995	0.8	8	\$6.40
A. HARRIS		7-12-1990	M	3-10-1950	6-15-1995	1.7	8	\$13.60
R. HAYES		9-14-1987	M	7-12-1942	6-1-1994	6.7	8	\$53.60
M. HEIDENRICH		5-9-1990	M	3-3-1953	3-3-1995	1.3	8	\$10.40
G. HERRINGTON		9-30-1968	M	7-27-1941	5-1-1994	25.6	11	\$281.60
W. HOTCHKISS		6-13-1977	M	6-5-1947	6-15-1995	16.5	11	\$181.50
D. JOHNSON		8-15-1977	M	9-30-1942	5-1-1994	13.1	11	\$144.10
WIL. JOHNSON		2-6-1968	M	12-9-1946	6-15-1995	27.7	11	\$304.70
S. KIRKPATRICK		6-9-1987	M	3-25-1961	5-1-1994	6.9	8	\$55.20
S. JUHN		8-31-1970	F	4-24-1950	6-15-1995	24.9	11	\$273.90
M. KUZUPUS		9-2-1987	M	9-5-1966	5-1-1994	6.6	8	\$52.80
T. LARCH		6-1-1987	M	2-18-1939	5-1-1994	7	8	\$56.00
M. LEMASTER		6-29-1989	M	5-5-1959	5-1-1994	5	8	\$40.00
V. LINDEMAN		9-11-1972	M	12-5-1953	6-15-1995	23	11	\$253.00
J. LITTLE		7-17-1990	M	6-13-1968	6-15-1995	1.3	8	\$10.40
ANNA LUCAS		6-17-1968	F	5-2-1941	6-15-1995	27.3	11	\$300.30
D. MARTIN		8-10-1970	F	2-7-1952	5-1-1994	22.6	11	\$248.60
R. MEISTER		5-3-1989	M	1-26-1939	5-1-1994	5.2	8	\$41.60
R. MIKLAUCIC		9-13-1965	M	4-11-1941	6-15-1995	30.1	11	\$331.10
F. MILLER		1020-1969	M	8-19-1946	6-15-1995	25.8	11	\$283.80

D.MORAN		7-19-1967	F	4-17-1945	6-15-1995	28.1	11	\$309.10
R.MOSIER		6-27-1988	M	7-5-1937	5-1-1994	5.4	8	\$43.20
R.NELSON		9-12-1972	M	5-29-1950	5-1-1994	21.7	11	\$238.70
R.PITTMAN		7-16-1990	M	12-16-1960	6-15-1995	1.5	8	\$12.00
D.POWELL		9-26-1977	M	2-16-1961	6-15-1995	17.9	11	\$196.90
P.RYAN		7-24-1973	F	7-9-1948	6-15-1995	14	11	\$154.00
K.SCHILLING		8-21-1972	M	4-26-1953	6-15-1995	23	11	\$253.00
KEN SMITH		9-8-1981	M	7-12-1942	5-1-1994	12.7	11	\$139.70
G.STIMAC		7-18-1968	M	6-15-1945	5-1-1994	25.8	11	\$283.80
P.STUART		6-13-1966	F	5-8-1944	6-15-1995	29.3	11	\$322.30
S.SULLIVAN		1-5-1973	F	7-14-1947	6-15-1995	22.5	11	\$274.50
R.SUTTON		6-29-1983	M	7-21-1956	5-1-1994	10.9	11	\$119.90
J.TOMC		7-25-1966	M	3-6-1943	5-1-1994	27.9	11	\$306.90
D.VARGO		7-5-1966	M	4-21-1947	6-15-1995	29.2	11	\$321.20
LOU WILLIAMS		4-6-1990	M	5-27-1946	6-15-1995	1.1	8	\$8.80
R.YANDO		7-14-1986	M	5-8-1939	6-15-1995	9.3	8	\$74.40
R.YOKIE		3-11-1976	M	8-29-1947	6-15-1995	17.7	11	\$194.70
F.MARUSHAK		8-10-1964	M	1-3-1945	6-10-1976	12	6.25	\$75.00
E.WATSON		7-14-1969	M	10-6-1951	11-17-1980	11.3	8	\$90.40
W.THOMAS		12-3-1969	M	9-11-1950	5-22-1984	14.4	10	\$144.00
R.CHALVATIZIS		12-3-1969	M	12-15-1940	8-25-1983	14.2	9.5	\$134.90
R.MCCAULEY		8-31-1964	M	4-30-1940	4-21-1987	20.3	11	\$223.30
G.KILLEEN		9-21-1972	M	8-1-1945	7-17-1978	5.9	8	\$47.20
P.NAGODE		10-20-1975	M	4-17-1947	8-31-1987	10	11	\$110.00
D.VACCHELLI		8-31-1987	M	6-29-1943	3-7-1995	7.5	8	\$60.00

PART E

APPENDIX E-3

Window Retirement Benefit for Part E Participants (Bowman and Curtis)

1.1 Window Retirement Benefit - A Participant for purposes of Part E of the Plan who is a Window Retiree (as defined in Section 1.2 of this Appendix E-3) shall be entitled to the following additional benefits under Part E 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) 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 Articles II and VII of Part E 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 Article VII of Part E of the Plan, or a 55% Surviving Spouse Option (a 50% Surviving Spouse Option for Participants covered by the Appendix for prior employees of Curtis Industries, Inc.) or a 75% Surviving Spouse Option (meaning a Surviving Spouse Option as defined in Article VII of Part E of the Plan, but substituting 75% for 55% or 50%, as the case may be) with a spousal beneficiary only, with no ancillary or supplemental benefits.

(b) Alternatively, subject to the spousal consent provisions of Article VII of Part E 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 the Plan as of his Normal Retirement Date (Normal Retirement Age for Participants covered under Appendix A to Part E of the Plan for prior employees of Curtis Industries, Inc.), 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 E-4.1(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 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 Article II of Part E of 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 the Plan) eligible to receive retirement income currently or on a future date under Article II of Part E 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 Corporation, 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 Corporation, 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 Corporation, 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 (Normal Retirement Age for prior employees of Curtis Industries, Inc.) as of the first day of the Window Retirement Benefit Election Period; and
- (viii) Participants who are entitled to a small lump sum payment of \$5,000 or less in accordance with the terms 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 E4 to Part E of the Plan.

THIS APPENDIX E-3 to Part E of the Plan became effective as of May 8, 2015.

PART F

Eligible Union Employees of Elizabethtown, Kentucky

The provisions of this Part F of the Plan are applicable solely to eligible union employees of the Elizabethtown, Kentucky division of the Company. This Part F of the Plan is intended to continue the benefits in effect prior to the merger of the provisions of the Elizabethtown, Kentucky, Division Pension Plan for Hourly-Rated Employees into the Prior Hourly Plan, and shall be so construed. In the event of any conflict between any term or provision contained in Part A and this Part F as it or they may apply to an eligible union employee of the Elizabethtown, Kentucky division, the term or provision in this Part F shall govern.

ARTICLE F-1

DEFINITIONS

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

F-1.1 Actuarial Equivalent Value - or similar term or concept shall have the meaning provided in Part A with the exception that:

- (i) the provisions of Appendix F-1 to this Part F shall apply in the case of actuarial adjustment for commencement of benefits prior to Normal Retirement Date; and
- (ii) the interest rate assumption for calculations subject to Code Section 417(e) shall not be less than the lesser of the applicable interest rate of Part A, the interest assumption of the Pension Benefit Guaranty Corporation for single employer plan terminations as of the first day of the Plan Year for which such determination is made and 7%.

F-1.2 Annuity Starting Date - means the first day of the first period for which an amount is payable as an annuity or in any other form.

F-1.3 Basic Monthly Benefit - means the basic monthly benefit described in Section F-2.1.

F-1.4 Credited Service - means credited service as described in Section F-5.3.

F-1.5 Employee - means any person who is a member of a bargaining unit represented by the Union and who is customarily employed by a Participating Division on an hourly-rate basis (including hourly-rate persons on incentive pay plans). Leased Employees as defined under Section 414(n) of the Code are excluded from participating under this Plan as they are not members of a bargaining unit represented by the Union.

F-1.6 Hours of Service - means hours of service as described in Section F-5.1.

F-1.7 Participant - means:

- (a) each person who was covered under the prior plan on January 1, 1999; and
- (b) each person who becomes an Employee on or after January 1, 1999, and any person employed prior to January 1, 1999 who has an Hour of Service (as defined in Section F-1.6) on and after January 1, 1999, provided he completes one Year of Employment by the end of the 12 consecutive month period beginning on the date he is first hired.

If an Employee does not complete one Year of Employment by the end of the 12 consecutive month period beginning on the date he is first hired, he shall become a Participant at the end of the Plan Year in which he completes one Year of Employment.

F-1.8 Participating Division - means the Elizabethtown, Kentucky division of the Company.

F-1.9 Prior Plan - means the provisions of the Company's Pension Plan Established by Agreement Between Barnes Group Inc. and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and its Local 2012 as in effect from time to time prior to January 1, 1999.

F-1.10 Seniority - means seniority as defined in the collective bargaining agreement covering the bargaining unit of which an Employee is a member.

F-1.11 Union - means International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its Local Number 2012.

F-1.12 Years of Employment - means service as described in Section F-5.2.

ARTICLE F-2
RETIREMENT BENEFITS

F-2.1. Basic Monthly Benefit - The following Basic Monthly Benefits shall be applied in determining the amount of a Participant's pension, in accordance with and subject to the further terms of the Plan:

(a) For Participants who retire on or after June 10, 1995 but prior to June 10, 1996, the Basic Monthly Benefit is \$15.00 for each year of Credited Service.

(b) For Participants who retire on or after June 10, 1996, but prior to June 10, 1997, the Basic Monthly Benefit is \$15.50 for each year of Credited Service.

(c) For Participants who retire on or after June 10, 1997, but prior to June 10, 1998, the Basic Monthly Benefit is \$16.00 for each year of Credited Service.

(d) For Participants who retire on or after June 10, 1998 but prior to June 10, 1999, the Basic Monthly Benefit is \$16.50 for each year of Credited Service.

(e) For Participants who retire on or after June 10, 1999, but prior to May 29, 2000, the Basic Monthly Benefit is \$17.00 for each year of Credited Service.

(f) For Participants who retire on or after May 29, 2000, but prior to May 29, 2001, the Basic Monthly Benefit is \$18.00 for each year of Credited Service.

(g) For Participants who retire on or after May 29, 2001, but prior to May 29, 2002, the Basic Monthly Benefit is \$18.75 for each year of Credited Service.

(h) For Participants who retire on or after May 29, 2002, but prior to May 29, 2003, the Basic Monthly benefit is \$19.50 for each year of Credited Service.

(i) For Participants who retiree on or after May 29, 2003, but prior to May 29, 2004, the Basic Monthly Benefit is \$20.25 for each year of Credited Service.

(j) For Participants who retire on or after May 29, 2004, but prior to May 29, 2005, the Basic Monthly Benefit is \$21.00 for each year of Credited Service.

(k) For Participants who retire on or after May 29, 2005, but prior to May 29, 2006, the Basic Monthly Benefit is \$22.00 for each year of Credited Service.

(l) For Participants who retire on or after May 29, 2006, but prior to May 29, 2007, the Basic Monthly Benefit is \$23.00 for each year of Credited Service.

(m) For Participants who retire on or after May 29, 2007, but prior to April 1, 2008 the Basic Monthly Benefit is \$24.00 for each year of Credited Service.

(n) For Participants who retire on or after April 1, 2008, but prior to April 1, 2009, the Basic Monthly Benefit is \$24.50 for each year of Credited Service.

(o) For Participants who retire on or after April 1, 2009, but prior to April 1, 2010, the Basic Monthly Benefit is \$25.50 for each year of Credited Service.

(p) For Participants who retire on or after April 1, 2010, the Basic Monthly Benefit is \$26.50 for each year of Credited Service.

(q) For Participants who retire on or after April 1, 2011, the Basic Monthly Benefit is \$27.50 for each year of Credited Service.

(r) For Participants who retire on or after April 1, 2012, the Basic Monthly Benefit is \$28.50 for each year of Credited Service.

(s) For Participants who retire on or after April 1, 2013, the Basic Monthly Benefit is \$29.50 for each year of Credited Service.

(t) For a Participant who has a break in Seniority which is not considered a retirement, the Basic Monthly Benefit is:

- (i) \$15.00 for each year of Credited Service if the break occurs on or after June 10, 1995, but prior to June 10, 1996,
- (ii) \$15.50 for each year of Credited Service if the break occurs on or after June 10, 1996, but prior to June 10, 1997,
- (iii) \$16.00 for each year of Credited Service if the break occurs on or after June 10, 1997, but prior to June 10, 1998,
- (iv) \$16.50 for each year of Credited Service if the break occurs on or after June 10, 1998, but prior to June 10, 1999,
- (v) \$17.00 for each year of Credited Service if the break occurs on or after June 10, 1999, but prior to May 29, 2000,
- (vi) \$18.00 for each year of Credited Service if the break occurs on or after May 29, 2000, but prior to May 29, 2001,
- (vii) \$18.75 for each year of Credited Service if the break occurs on or after May 29, 2001, but prior to May 29, 2002,
- (viii) \$19.50 for each year of Credited Service if the break occurs on or after May 29, 2002, but prior to May 29, 2003,
- (ix) \$20.25 for each year of Credited Service if the break occurs on or after May 29, 2003, but prior to May 29, 2004, and

- (x) \$21.00 for each year of Credited Service if the break occurs on or after May 29, 2004, but prior to May 29, 2005,
- (xi) \$22.00 for each year of Credited Service if the break occurs on or after May 29, 2005, but prior to May 29, 2006,
- (xii) \$23.00 for each year of Credited Service if the break occurs on or after May 29, 2006, but prior to May 29, 2007,
- (xiii) \$24.00 for each year of Credited Service if the break occurs on or after May 29, 2007,
- (xiv) \$24.50 for each year of Credited Service if the break occurs on or after April 1, 2008, but prior to April 1, 2009,
- (xv) \$25.50 for each year of Credited Service if the break occurs on or after April 1, 2009, but prior to April 1, 2010,
- (xvi) \$26.50 for each year of Credited Service if the break occurs on or after April 1, 2010.
- (xvii) \$27.50 for each year of Credited Service if the break occurs on or after April 1, 2011.
- (xviii) \$28.50 for each year of Credited Service if the break occurs on or after April 1, 2012.
- (xix) \$29.50 for each year of Credited Service if the break occurs on or after April 1, 2013.

A Participant's Basic Monthly Benefit shall be reduced by the monthly amount of income payable under any other retirement plan qualified under Section 401(a) of the Code to which the Company contributes and for which the Participant receives credit for service which also constitutes Credited Service under this Plan.

F-2.2. Normal Retirement - On and after January 1, 1988, a Participant who has attained the later of his 65th birthday and the 5th anniversary of his employment date and thereafter shall retire from active employment will be eligible for a normal retirement pension. For benefit eligibility purposes, the day on which the Participant attains such date will be considered his Normal Retirement Date. For all other purposes, the first day of the month coinciding with or next following such date will be considered his Normal Retirement Date. A Participant shall become 100% vested upon attaining his Normal Retirement Date.

The monthly amount of such pension will be equal to the Participant's Basic Monthly Benefit as set forth in Section F-2.1.

Pension payments to such a Participant will be payable monthly commencing on the Annuity Starting Date and continuing thereafter as long as he lives, subject to the terms of the Plan.

F-2.3. Early Retirement - A Participant who has attained his 55th birthday but not his 65th birthday and has 10 or more Years of Employment may retire at his option, and will then be eligible for an early retirement pension in accordance with (a) or (b) of the following:

(a) a deferred pension commencing on the first day of the month following his 65th birthday in a monthly amount equal to his Basic Monthly Benefit, or

(b) a pension commencing on the first day of the month following his retirement in a monthly amount equal to his Basic Monthly Benefit adjusted by the appropriate factor from Appendix A.

Pension payments described in this Section F-2.3 will be payable monthly and shall continue thereafter as long as the Participant lives, subject to the terms of the Plan.

F-2.4. Separation from Employment - A Participant who is vested under Section F-5.5 and ceases to be a Participant shall be eligible for a deferred pension. The monthly amount of the pension will be equal to the Participant's Basic Monthly Benefit as set forth in Section F-2.1. Such a former Employee may elect to have his pension payments commence on the first day of the month following his 65th birthday, or the first day of any month following his attainment of age 55.

In this latter event, his pension shall be equal to his Basic Monthly Benefit, multiplied by the applicable early retirement adjustment factor from Appendix F-1. Once such pension payments commence, they shall continue thereafter as long as such former Employee lives, subject to the terms of the Plan.

Application for such pension must be made by a former Employee not earlier than 120 days before his pension is to commence, by written request filed either with the plant from which he was last separated or with the Benefits Committee. If a former Employee who is eligible for a deferred pension has not applied therefore at least 120 days prior to his 65th birthday, the Company will send a notice to his last known address, informing him of his right to apply for a deferred pension.

F-2.5. Deduction for Workers' Compensation - A deduction shall be made from pension benefits, unless prohibited by law, equivalent to any payments made to the Participant after his retirement under any workers' compensation law; provided, however, that no deduction shall in any case be made for workers' compensation payments specifically allocated for hospitalization or medical expense, fixed statutory payments for the loss of any bodily members or 100% loss of any use of any bodily member, or payment for loss of industrial vision.

F-2.6. Accident and Sickness Benefits - No pension payments shall be made with respect to any period for which weekly accident or sickness benefits are payable under any plan to which the Company has contributed; provided, however, if such accident or sickness benefits during any

month are payable for a period of less than 4-1/3 weeks, a monthly pension benefit is payable for such month, but it shall be reduced by a percentage which such period of accident or sickness benefits is of 4-1/3 weeks.

ARTICLE F-3
DISABILITY RETIREMENT

F-3.1 Disability Retirement -

(a) A Participant with at least 10 years of Credited Service who becomes totally and permanently disabled prior to attaining his 65th birthday shall be retired and will be eligible for a disability pension.

(b) The monthly amount of pension for such a Participant will be equal to twice the Basic Monthly Benefit, set forth in Section F-2.1, until he becomes eligible for a Social Security benefit. Thereafter, the monthly amount of his pension will be equal to the Basic Monthly Benefit.

(c) For the purposes of this Plan, an individual shall become eligible for a Social Security benefit when he becomes eligible for an old-age insurance benefit under the Federal Social Security Act or becomes eligible for a disability insurance benefit under such Act, whichever occurs first. An individual shall be considered as eligible for benefits under such Act even though he does not receive, or loses, such benefits through failure to file proper applications, entering into covered employment, or other act or failure to act.

(d) Disability pension payments will be payable monthly commencing on: (i) the first day of the month following the date the required proof of total and permanent disability is received; or (ii) the first day of the month after sickness or accident benefits cease to be payable under any plan to which the Company has contributed, whichever date is later, and continuing thereafter as long as he lives subject to the terms of the Plan. Disability pension payments shall be discontinued or cease in accordance with the terms of Section F-3.3.

(e) When a Participant receiving a disability pension reaches age 65 he shall no longer be eligible for a disability pension and thereafter he shall receive a normal retirement pension equal to this Basic Monthly Benefit.

F-3.2 Total and Permanent Disability -

- (a) A Participant shall be deemed to be totally and permanently disabled only if:
- (i) he is not engaged in regular employment or occupation for remuneration or profit (excluding employment or occupation which the Benefits Committee determines to be for purposes of rehabilitation), and
 - (ii) on the basis of medical evidence satisfactory to the Benefits Committee it is found that the Participant is totally disabled by bodily injury or disease so as to be prevented from engaging in regular employment or occupation with the Company at the plant or plants where he has Seniority and that

his total disability can be expected to result in death or to be long-continued and indefinite duration.

(b) A Participant who claims to have been totally and permanently disabled shall submit to the Benefits Committee a statement from his physician showing the physician's diagnosis, the examination dates, the physician's conclusion that the person is totally disabled, as defined in Section F-3.2(a)(ii), and that the total disability will be permanent and continuous, and the date such disability commenced.

(c) If the Company shall question such statement, the Participant shall be required to submit to examination at a hospital or medical clinic selected by the Company. Such examination will take place within a radius of 50 miles of the plant, the current residence of the Participant, or the place last worked by the Participant, whichever is applicable. The expense of such examination shall be borne by the Company. The physician making such examination shall file with the Company a report of his examination and his determination as to whether or not total and permanent disability exists, as defined in Section F-3.2(a)(ii), and if he determines that it does exist, his finding as to the date of its commencement.

Such report shall be final and binding on the Company, the Union and the Employee except as otherwise provided by ERISA.

F-3.3 Continuance of Disability - The Company may require the pensioner to submit to medical examination at any time before his 65th birthday, but not more often than semiannually. Any such examination shall be made and reported in the manner prescribed in Section F-3.2(c) above, and the report shall be conclusive as provided in said Section. If on the basis of such examination, the pensioner is no longer totally and permanently disabled, his pension payments shall cease. In the event that a disability pensioner refuses to submit to such medical examination, his pension payments shall be discontinued until he is examined. If prior to his 65th birthday a disability pensioner engages in regular employment or occupation for remuneration or profit (excluding employment or occupation which the Benefits Committee determines to be for purposes of rehabilitation), his pension payments shall cease.

ARTICLE F-4

SURVIVING SPOUSE BENEFITS AND OPTIONAL FORMS OF ANNUITY

F-4.1 Pre-Retirement Surviving Spouse Pension -

(a) Eligibility. A Participant's eligibility for the pre-retirement surviving Spouse pension coverage shall be determined as follows:

- (i) The surviving qualified Spouse of a Participant who,
 - (A) is an Employee at any time after August 23, 1984,
 - (B) has a vested benefit under the Plan, and
 - (C) dies prior to commencement of benefit payments, and
 - (D) dies while receiving Disability Benefits, shall receive the pre-retirement surviving Spouse's pension described in this Section F-4.1 unless the Participant waives such pre-retirement surviving Spouse's pension pursuant to Section F-4.3.
- (ii) The surviving qualified Spouse of a Participant who:
 - (A) terminated employment under the Plan after December 31, 1975 and prior to August 23, 1984,
 - (B) had a vested benefit under the Plan, and
 - (C) dies prior to commencement of benefit payments (and on or after August 23, 1984).

Shall receive the pre-retirement surviving Spouse's pension described in this Section F-4.1 if the Participant elects in writing to accept such pre-retirement surviving Spouse's pension coverage. Qualified Participants shall receive notice of their right to make this election as soon as practical after June 10, 1986.

- (iii) The term qualified Spouse as used in this Section F-4.1 (and Section F-4.5) shall mean a Spouse who is married to the Participant throughout the one-year period ending on the date of the Participant's death.

(b) Benefit Amount. With respect to Participants who are actively employed by the Company on and after January 1, 1999, the amount of the pre-retirement surviving Spouse pension payable pursuant to Section F-4.1 shall equal the amount under the surviving Spouse option, as described in Section F-4.5 of the Plan, if:

- (i) In the case of a Participant who dies while actively employed by the Company, after age 55 and after completing at least 10 Years of Employment: the amount of payments that would have been made to a Spouse under the surviving Spouse option if the Participant had retired with an immediate surviving Spouse option on the day before his death; or
- (ii) In the case of a Participant who dies while actively employed and after age 55, but prior to completing 10 Years of Employment: the amount of payments that would have been made to the Spouse under the surviving Spouse option if the Participant had:
 - (A) separated from service on the date of death;
 - (B) elected to start receiving immediate pension payments under the terms of Section F-2.4 with the surviving Spouse option in effect; and
 - (C) died on the day after such immediate pension payments had begun.
- (iii) In the case of a Participant who dies prior to age 55 (including Participants who die while receiving disability pension payments): the amount of payments that would have been made to the Spouse under the surviving Spouse option if the Participant had:
 - (A) separated from service on the date of death (unless already separated from service, in which case, such separation date shall apply);
 - (B) survived to age 55;
 - (C) elected to start receiving immediate pension payments under the terms of Section F-2.4 with the surviving Spouse option in effect; and
 - (D) died on the day after such immediate pension payments had begun.
- (iv) In the case of a Participant who dies after termination of employment (or while receiving disability pension payments) and after age 55: the amount of payments that would have been made to the Spouse under the surviving Spouse option if the Participant had:
 - (A) elected to start receiving immediate pension payments with the surviving Spouse option in effect, either under
 - (1) Section F-2.4, if age at termination was under 55, or if Years of Employment at termination were fewer than 10; or

- (2) Section F-2.3, if age at termination was at least 55 and if Years of Employment at termination were at least 10; and

(B) died on the day after such immediate pension payments had begun.

(c) Benefit Commencement. If the Participant dies before attaining age 55, payment shall commence on the first day of the month on or following the Participant's fifty-fifth birthday. If the 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 no event will payment to the Spouse commence prior to the Participant's Normal Retirement Date without the consent of the Spouse except as provided in Section A-17.5.

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 purposes of this Preretirement Spouse Benefit, the total amount that will be paid as a Preretirement Spouse Benefit 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 based on the life expectancy of each such individual.

F-4.2 Cost of Pre-Retirement Surviving Spouse Pension Coverage - For each month and part thereof that the pre-retirement surviving Spouse pension coverage is in effect after a Participant has terminated employment or after the commencement of disability pension payments, a reduction will be made in the Participant's Basic Monthly Benefits, 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 Participants 45th birthday.

F-4.3 Waiver of Pre-Retirement Surviving Spouse Pension Coverage - An eligible Participant who was an Employee on or after August 23, 1984 and has terminated employment or has become entitled to receive disability pension payments under Section F-3.1, may waive the pre-retirement surviving Spouse pension coverage; 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, a member of the Benefits Committee or a representative designated by the Benefits Committee. Such waiver shall be effective, once properly completed, when received by the Benefits Committee or its designee. Any such waiver may be revoked by the Participant upon written notice to the Benefits Committee and shall be effective on the first day of the calendar month following the Benefits Committee's receipt of such notice.

F-4.4 Written Explanation of Pre-Retirement Surviving Spouse Pension - The Company shall furnish each Participant eligible to waive coverage under the pre-retirement surviving Spouse pension coverage 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 prior to the commencement date of an eligible Participant's disability pension payment, or after an eligible Participant's Termination Date.

F-4.5 Surviving Spouse Option Upon Retirement -

(a) Notification. No less than 30 days and not more than 90 days prior to the date the Participant will become covered by the surviving Spouse option, the Company shall furnish the Participant with a notice concerning the surviving Spouse option, including its terms and conditions, the Participant's right to waive the surviving Spouse option, the effect of a waiver, and the rights of the Participant's Spouse relating to a waiver. The Annuity Starting Date for a distribution may be less than 30 days after receipt of the written explanation described above provided:

- (i) the Participant has been provided with information that clearly indicates that the Participant would have had at least 30 days to consider whether to waive the surviving Spouse option and elect (with spousal consent) a form of distribution other than the surviving Spouse option;
- (ii) the Participant is permitted to revoke any affirmative distribution election at least until the Annuity Starting Date or, if later, at any time prior to the expiration of the 7-day period that begins the day after the expiration of the surviving Spouse option is provided to the Participant;
- (iii) the Annuity Starting Date is a date after the date the written explanation was provided to the Participant. However, the Annuity Starting Date may be before the date that any affirmative distribution election is made by the Participant and before the date that the distribution is permitted to begin under paragraph (iv) below; and
- (iv) distribution in accordance with the affirmative election does not commence before the expiration of the 7-day period that begins the day after the expiration of the surviving Spouse option is provided to the Participant.

(b) Waiver. Unless a Participant specifically waives the surviving Spouse option in the manner specified in paragraph (c) below, he will be deemed to have elected the surviving Spouse option on the Pension Commencement Date; provided, however, that this option will not become effective on the date determined above unless the Participant is then married and has been married for at least one year immediately prior thereto; and provided, further that if on the date determined above, the Participant is married but has been married for less than one year immediately prior thereto, the automatic election of the option will become effective on the first day of the month following one year of such a marriage.

(c) Waiver Procedure. A Participant may waive the surviving Spouse option by specific written waiver of the option on a form approved by the Benefit Committee and filed with the Benefits Committee before the date on which the election is to become effective (or within such period of time thereafter as may be prescribed by governmental regulations); provided that:

- (i) the Spouse consents in writing to the waiver,
- (ii) acknowledges the effect of such waiver, and
- (iii) said waiver is witnessed by a notary public, a member of the Benefits Committee, or a designee of the Benefits Committee.

Any waiver under this Section F-4.5(c) must be made within the 90-day period ending on the Annuity Starting Date, and any such waiver may be revoked within said period.

The surviving Spouse option shall be of no force and effect if either the Participant or his designated Spouse dies before the effective date of the election. The surviving Spouse option shall be irrevocable at and after its effective date, except as otherwise provided by governmental regulations.

(d) Participant Benefit Amount. If the surviving Spouse option is payable to a Participant, the Basic Monthly benefit shall be reduced by one of the following percentages, whichever is applicable.

- (i) 5% minus $\frac{1}{2}$ of 1% for each 12 months in excess of five years that the Spouse's age exceeds the Participant's age or
- (ii) 5% plus $\frac{1}{2}$ of 1% for each 12 months in excess of five years that the Spouse's age is less than the Participant's age.

(e) Spouse Benefit Amount. Upon the death of a retiree for whom an election of the surviving Spouse option is in effect, the monthly amount of pension payable to his Spouse will be equal to 55% of the monthly pension benefit which is paid or payable to the retired Employee in the month prior to his death; provided, however, in the case of a disability pensioner ineligible for Social Security, the monthly benefit shall be calculated as if the retiree was eligible for a Social Security benefit. Pension payments to a Spouse will be payable monthly commencing on the Annuity Starting Date and continuing thereafter as long as the Spouse lives.

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 purposes of the Surviving Spouse Option, the total amount that will be paid in the Surviving Spouse Option form of payment 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 based on the life expectancy of each such individual.

F-4.6 Social Security Option -

(a) Eligibility. Subject to Section F-4.5, a Participant who is eligible for a pension with an Annuity Starting Date prior to the first day of the month following his Social Security commencement date may select the Social Security option, as provided below, in order that, to the extent possible, his pension benefits from this Plan and from the Federal Social Security Act may be in a level amount throughout his lifetime.

(b) Election Period. An Election of the Social Security option may be made at any time within the 60-day period preceding the Annuity Starting Date. In addition, unless waived by the Benefits Committee, the Participant shall request the Social Security Administration (at least 30 days prior to his retirement) to provide such data as may be necessary to estimate the amount of the Primary Insurance Amount, or portion thereof, to which he might become entitled upon attaining his Social Security commencement date (herein referred to as his Social Security benefit).

(c) Benefit Amount. A Participant electing the Social Security option will receive monthly pension payments prior to the first day of the month following his 62nd birthday equal to the monthly amount of pension payments which would have been payable to the Participant if this option had not been elected plus the Actuarial Equivalent of his Social Security benefit, determined in accordance with Code Section 417(e). The monthly amount of the pension payments payable commencing the first day of the month following his 62nd birthday will be equal to the monthly pension payment as computed in the prior sentence, minus his Social Security benefit.

(d) Social Security Benefit. A Participant's Social Security benefit will be determined conclusively by the Benefits Committee on the basis of the Federal Social Security Act as in effect on the Annuity Starting Date; provided, however, that the Benefits Committee shall have the right to reduce the amount of Social Security benefit considered under this option, if necessary, in order that the monthly amount of the reduced pension payments payable to the Participant will not be less than \$5.00.

(e) A Participant may revoke his election of the Social Security option at any time prior to the Annuity Starting Date.

(f) A Participant's election of the Social Security option shall be of no force and effect if the Surviving Spouse option is in effect for the Participant on the Annuity Starting Date, or becomes effective for the Participant after the Annuity Starting Date.

F-4.7 Optional Forms of Payment - Subject to the terms of Section F-4.5, a Participant may elect one of a number of optional forms of annuity that are available under the Plan. The forms of benefit payment available to each Participant shall be the Actuarial Equivalent of the Basic Monthly Benefit to which the Participant is entitled on a Straight Life Annuity basis.

The forms of benefit available are as follows:

(a) Straight Life Annuity, under which pension 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 Monthly Benefit, the Actuarial Equivalent factor for the Straight Life Annuity shall be 100%.

(b) Contingent Pensioner Option, under which reduced pension payments are made to the Participant during his lifetime, based on Actuarial Equivalent factor, with payments from the Plan on his death equal to 50%, 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 contingent pensioner when he elected this option.

(i) If a Participant shall elect the contingent pensioner Option and he or his designated contingent pensioner shall die before it becomes effective, this election of the contingent Pensioner Option shall be revoked automatically, and there shall be no further payments from the Plan on his behalf after his death under this option.

(ii) If the Participant shall elect the contingent pensioner Option and it shall become effective, his pension payments thereafter shall not be changed by reason of the death of his contingent pensioner during his own lifetime.

(c) 120 Months Certain and Life Income Option, available only with respect to Normal, Postponed or Early Retirement pension payments, under which reduced pension payments are made to the Participant during his lifetime, based on Actuarial factors, 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.

A Participant's election of any optional form of payment shall be of no force and effect if the Surviving Spouse Option is in effect for the Participant on the Annuity Starting Date, or becomes effective for the Participant after the Annuity Starting Date.

The provisions of this Section F-4.7 to the contrary notwithstanding, no method of distribution shall be made under a normal or optional payment form of pension payments which would result in the Actuarial Equivalent of a contingent pensioner's or Beneficiary's interest exceeding 50% of the Actuarial Equivalent of the Participant's own interest on a straight 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 pension payments. This limitation shall not apply where the contingent pensioner is the Participant's Spouse.

F-4.8 Death While on Military Leave - Effective January 1, 2007, solely for purposes of Article F-4 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.

F-4.9 Voluntary Lump Sum Window - In addition to the benefits provided under this Article F-4 of the Plan, a Participant who is a Window Retiree, as defined in Appendix F-2 to this Part F, shall be entitled to the Window Retirement Benefit described in Appendix F-2 to this Part F.

ARTICLE F-5
SERVICE AND CREDITED SERVICE

F-5.1 Hours of Service -

- (a) Each Participant shall be credited with an Hour of Service as follows:
 - (i) one hour for each hour a Participant is directly or indirectly paid (or entitled to payment) by the Company for the performance of duties. These hours shall be credited to the Plan Year in which the duties are performed.
 - (ii) one hour for each hour a Participant is directly or indirectly paid (or entitled to payment) by the Company for reasons other than performance of duties, such as vacations or holidays, or periods of paid absence approved or authorized by the Company in accordance with policies applicable on a uniform and non-discriminatory basis to Participants in similar circumstances. These hours shall be credited to the Participant for the Plan Year in which payment is made or amounts payable to the Participant become due.
 - (iii) one hour for each hour for which back pay (irrespective of mitigation of damage) has been awarded or agreed to by the Company. These hours shall be credited to the Participant for the Plan Year to which the award or agreement pertains rather than the calendar year in which the award, agreement or payment was made.
 - (iv) a Participant who is absent from work during any calendar year while on Company approved unpaid leave of absence shall be credited with 40 Hours of Service per week for the period of such absence, up to 104 consecutive weeks; such leaves of absence shall be granted in accordance with uniform non-discriminatory policies for Participants in similar circumstances.
 - (v) a Participant who after June 10, 1977 is absent from work pursuant to a leave of absence granted for the purpose of service as an elected officer of the local union at his plant, or to work for the International Union, and who would otherwise have been credited with service under this paragraph F-5.1 shall be credited with the number of Hours of Service with which he would have been credited had he not been on such leave of absence;
 - (vi) a Participant who after June 10, 1977 is absent from work because of service in the Armed Forces of the United States shall be credited with 40 Hours of Service per week during such absence, provided he entered said Armed Forces directly from his employment by the Company and provided he returns to service with the Company within 90 days after first

becoming entitled to release from said Armed Forces or after hospitalization continuing after discharge for a period of not more than one year or effective December 12, 1994, as required by Section 414(u) of the Code.

- (vii) a Participant who is absent from work during any calendar year due to a temporary layoff due to closing of a work location or reduction in personnel shall be credited with 40 Hours of Service per week for the period of such absence, up to an overall maximum of 52 consecutive weeks.
- (viii) a Participant who is absent from work during any calendar year while on approved sick leave during which he receives sickness or accident benefits paid under any plan to which the Company has contributed shall be credited with 40 Hours of Service per week for the period of such absence, provided he has received pay from the Company for at least 170 hours.
- (ix) a Participant shall be credited with 40 Hours of Service per week for any periods during which he was compensated by the Company on a salaried basis prior to becoming a Participant.
- (x) In no event shall any such Participant be credited with more than one Year of Employment or one year of Credited Service in respect of any calendar year by virtue of Section F-5.1(a). In addition, the same Hour of Service shall not be credited under more than one of the above paragraphs.
- (xi) Hours of Service as computed above accrued during employment with a predecessor to the Company to the extent required by Section 414(a)(1) of the Code or regulations prescribed pursuant to Section 414(a)(2) of the Code shall be included.

(b) In determining Hours of Service for purposes of determining Years of Employment only, Hours of Service shall include in addition to those specified in Section F-5.1(a) the following:

- (i) employment with any Company or other trade or business that is treated under the first sentence of Section 414(b) or under Section 414(c) of the Code as constituting the same employer as the Company, with respect to any period of such affiliated status; and
- (ii) employment with Company in a capacity other than as an Employee hereunder.
- (iii) 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.

- (c) Notwithstanding anything in Section F-5.1(a) and F-5.1.(b) to the contrary:
- (i) 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.
 - (ii) If a Participant does not return to Employment at the expiration of a period of absence or layoff (or effective December 12, 1994, within such period as required by Section 414(u) of the Code in the case of military leave), he shall be considered to have terminated Employment as of the date such a period of absence or layoff commenced unless the Participant's failure to return to Employment results from retirement or death.

F-5.2 Years of Employment - Years of Employment are used for determining eligibility to participate in the Plan, vesting under Section F-5.5, the right to retire early under Section F-2.3 and eligibility for the surviving Spouse pension under Section F-4.1. The term Years of Employment shall mean years and partial years, determined on the basis of the Hours of Service credited to the Participant during each Plan Year.

<u>Hours of Service in Plan Year</u>	<u>Years of Employment</u>
Less than 170 hours	0 year
170 – 339 Hours	1/10/Year
340 – 509 Hours	1/5 Year
510 – 679 Hours	3/10 Year
680 – 849 Hours	2/5 Year
850 – 999 Hours	½ Year
1,000 or more hours	1 Year

F-5.3 Credited Service - Credited Service is used in determining the amount of benefits under Article F-2.

(a) Credited Service prior to June 10, 1977 shall be computed to the nearest 1/10 year and shall be any period or periods of service as an hourly or salaried employee of the Company, or any predecessor Company which is now a division of the Company, preceding the Participant's Seniority date.

(b) Credited Service commencing with June 10, 1977 and thereafter, shall be computed for each calendar year for each Participant on the basis of the number of his Hours of Service during such calendar year. Any calendar year in which the Participant has 1,700 or more

Hours of Service shall be counted a full year of Credited Service. Where his Hours of Service during a calendar year are less than 1,700 hours, a tenth of a year of Credited Service shall be credited for each 170 Hours of Service. For the purpose of computing Credited Service, hours of pay at a premium rate shall be computed as straight-time hours.

F-5.4 Loss of Hours of Service, Years of Employment, and Credited Service - Except as set forth in Section F-5.5 and F-5.6, a Participant will lose all Years of Employment and Credited Service upon the occurrence of any one of the following events:

- (i) if the Participant quits; or
- (ii) if the Participant is discharged or released and not reinstated; or
- (iii) if the Participant's Seniority is broken for any other reason; said events hereafter collectively referred to as loss of Seniority in Section F-5.5 through F-5.6.

F-5.5 Vesting -

(a) On and after January 1, 1989, a Participant who has 5 or more Years of Employment shall be fully vested and shall not lose Hours of Service or Credited Service upon the loss of Seniority. A Participant shall also be deemed 100% vested if his employment ceases on or after his Normal Retirement Date (as defined in Section F-2.2) regardless of the number of Years of Employment. If a vested person has a loss of Seniority but he is later reemployed, his Hours of Service and Credited Service earned prior to his loss of Seniority will be counted for all purposes along with Hours of Service and Credited Service earned after his reemployment date, unless his Pension benefits were cashed out under the terms of Part A, in which case the following will apply:

- (i) his Years of Employment earned prior to his loss of Seniority will be reinstated; and
- (ii) if such person is reemployed hereunder within 5 years of the date on which he loses Seniority, he may repay the amount of such cashout, plus 5% interest compounded annually from the date of the cashout to the date of repayment, to the Plan. In this event, his Hours of Service and Credited Service earned prior to his loss of Seniority will be counted for all purposes along with Hours of service and Credited Service earned after his reemployment date.

Such repayment may be made at any time prior to the latest of the following dates:

- (A) The fifth anniversary of the Participant's reemployment date.

- (B) The end of a period of five consecutive one-year periods of severance following the date the Participant received the distribution.
- (C) The Participant's Retirement Date.

With respect to a Plan amendment which changes the vesting formula, each Participant who has no less than three years of Service within the election period further described below will be eligible to elect to have his Vesting Percentage computed without regard to such amendment. Such election must be made in writing to the Company at any time during the election period beginning on the date the plan amendment is adopted and ending not later than the latest of the following dates:

- (A) 60 days after the amendment is adopted;
- (B) 60 days after the effective date of the amendment;
- (C) 60 days after the date the Participant is given written notice of the amendment by the Company or Benefits Committee.

(b) 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 be 100% vested under the Plan as of the date of such termination of employment.

F-5.6 Reemployment of Non-Vested Persons -

- (a) A Participant who has a loss of Seniority and who is thereafter reemployed will have Years of Employment and Credited Service reinstate in any of the following circumstances:
 - (i) the loss of Seniority was due to the Participant's entry into the military service of the United States, provided that he is reemployed pursuant to veterans' reemployment rights under any Act of Congress; or
 - (ii) he is reemployed before a one year break in service (five consecutive one year breaks in service effective January 1, 1987), being defined as any Plan Year in which the Participant is credited with less than 501 Hours of Service; or
 - (iii) if the number of consecutive one year breaks in service does not exceed the aggregate Years of Employment prior to the loss of Seniority; or
 - (iv) if the Participant is reemployed within 36 months after his loss of Seniority; or

- (v) if a person who retired under the total and permanent disability provisions of this Plan and who is subsequently found to be no longer disabled for the purposes of Section F-3.3 is reemployed by the Company.

(b) For Plan Years beginning on or after January 1, 1987, a Participant who is absent from work for maternity or paternity reasons shall be credited with 501 Hours of Service in the Plan Year such absence begins, if necessary to prevent a break in service, or otherwise in the following year. An absence due to maternity or paternity reasons shall mean an absence from work due to the pregnancy of the Participant, the birth of a child of the Participant, the placement of a child in connection with the adoption of the child by a Participant, or the caring for a Participant's child during the period immediately following the child's birth or placement for adoption. Rules of uniform application shall be based on information provided by a Participant to determine whether or not the Participant's absence from work is due to maternity or paternity reasons.

F-5.7 Transfers of Employment - Any Participant who is subsequently transferred to another employment classification so that he no longer qualifies as an Employee within the meaning of Section F-1.5, shall be deemed to have become suspended under the Plan as long as he continues to be in the employment of the Company.

(a) During any such period of suspension, Years of Employment shall accumulate pursuant to the requirements of Section F-5.2 as if he were an Employee, but no such accumulation of Years of Employment after the date of transfer shall be considered for purposes of Section F-2.1.

(b) The suspended Participant's eligibility for Basic Monthly Benefits and the amount thereof pursuant to Article F-2 shall be determined when he ceases to be an employee of the Company or division to which he was transferred, which shall be deemed his Termination Date (except as provided in Paragraph (c) below).

(c) If a suspended Employee 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 purposes of Section F-2.1 based on Hours of Service after the date of transfer. In addition, he shall accumulate one year of Credited Service (or a fraction thereof) for each calendar year during such period of suspension.

(d) If an individual is transferred into the employment classification from another employment classification of the Company so that he qualifies as an Employee within the meaning of Section F-1.5, the following shall pertain: His prior years of service under any other plan maintained by the Company shall be counted under this Plan for the purposes of determining his right to retire early under Section F-2.3, his eligibility for the surviving Spouse pension under Section F-2.4. No such prior years of service shall be counted for the purpose of determining the amount of Basic Monthly Benefits under Article F-2.

ARTICLE F-6
PRIOR PLAN BENEFITS

F-6.1 Applicability of This Plan - With respect to Participants who prior to January 1, 2005, have retired, or incurred a break in Seniority, or died before a break in Seniority, the terms of this Plan shall be applicable on and after January 1, 2005, except that the terms of the prior Plan shall continue to be applied in determining eligibility for, the date of commencement of, and the amount of, pension for which such a Participant or the surviving Spouse of such a Participant, may be eligible.

F-6.2 Surviving Spouse Option Upon Retirement - A married Participant:

- (a) who was covered under the Prior Plan; and
- (b) whose benefits under the Plan had not commenced as of January 1, 2005; and
- (c) whose status as of January 1, 2005 is that of a vested terminated Employee; and
- (d) who would otherwise not be eligible to receive his pension under the terms of the Surviving Spouse Option described in Section F-4.5 may elect to have his benefit payable in the form of the Surviving Spouse Option, subject to the reductions described in Section F-4.5(d).

PART F
APPENDIX F-1
EARLY RETIREMENT ADJUSTMENT FACTORS
APPLICABLE TO EMPLOYEES WHO ELECT
AN EARLY RETIREMENT PENSION

Number of Years and Months from Annuity Starting Date
to First of Month Next Following 65th Birthday

	<u>Years</u>					
Months	0	1	2	3	4	5
0		92.8%	85.6%	78.4%	71.2%	64.0%
1	99.4%	92.2	85.0	77.8	70.6	63.7
2	98.8	91.6	84.4	77.2	70.0	63.4
3	98.2	91.0	83.8	76.6	69.4	63.1
4	97.6	90.4	83.2	76.0	68.8	62.8
5	97.0	89.8	82.6	75.4	68.2	62.5
6	96.4	89.2	82.0	74.8	67.6	62.2
7	95.8	88.6	81.4	74.2	67.0	61.9
8	95.2	88.0	80.8	73.6	66.4	61.6
9	94.6	87.4	80.2	73.0	65.8	61.3
10	94.0	86.8	79.6	72.4	65.2	61.0
11	93.4	86.2	79.0	71.8	64.6	60.7

Number of Years and Months from Annuity Starting Date
to First of Month Next Following 65th Birthday

	<u>Years</u>				
Months	6	7	8	9	10
0	60.4%	56.8%	53.2%	49.6%	46.0%
1	60.1	56.5	52.9	49.3	
2	59.8	56.2	52.6	49.0	
3	59.5	55.9	52.3	48.7	
4	59.2	55.6	52.0	48.4	
5	58.9	55.3	51.7	48.1	
6	58.6	55.0	51.4	47.8	
7	58.3	54.7	51.1	47.5	
8	58.0	54.4	50.8	47.2	

9	57.7	54.1	50.5	46.9	
10	57.4	53.8	50.2	46.6	
11	57.1	53.5	49.9	46.3	

PART F

APPENDIX F-2

Window Retirement Benefit for Part F Participants (Elizabethtown, KY)

1.1 Window Retirement Benefit - A Participant for purposes of Part F of the Plan who is a Window Retiree (as defined in Section 1.2 of this Appendix F-2) shall be entitled to the following additional benefits under Part F 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 F-2) 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 F-2 and Article F-4 of Part F 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 Straight Life Annuity, as described in Article F-4 of Part F of the Plan, or a 55% Surviving Spouse Option or a 75% Surviving Spouse Option (meaning a Surviving Spouse Option as defined in Section F-4.5 of Part F of the Plan, but substituting 75% for 55%) with a spousal beneficiary only, with no ancillary or supplemental benefits.

(b) Alternatively, subject to the spousal consent provisions of Article F-4 of Part F 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 Basic Monthly Benefit payable at 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 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 F-4 of Part F of the Plan) eligible to receive retirement income currently or on a future date under Article F-2 (or, if applicable, Article F-4) of Part F 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 of \$5,000 or less in accordance with the terms 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 F-2 of Part F of the Plan.

THIS APPENDIX F-2 to Part F of the Plan is effective as of May 8, 2015.

PART G

Hourly Employees – Troy Division

The provisions of this Part G of the Plan are applicable solely to eligible hourly employees of the Company who were formerly participants under the Barnes Group Inc. Pension Plan for Hourly Employees – Troy Division ("Prior Troy Plan") which was merged into the Plan. In the event of any conflict between any term or provision contained in Part A and Part G as it or they may apply to an eligible hourly employee of the Company, the term or provision in this Part G shall govern.

ARTICLE G-1

INTRODUCTION

Dover Corporation originally established the Dover Corporation Hourly Pension Plan (“Dover Plan”) (formerly the Dover Corporation, Rotary Lift Division Hourly Employees Pension Plan prior to December 31, 1994) effective May 1, 1961, and subsequently amended and restated it from time to time to bring the provisions of the Dover Plan into compliance with legislation, to reflect various plan mergers (including the merger of the De-Sta-Co Hourly Pension Plan on February 1, 1997) into the Dover Plan, and to otherwise amend the Dover Plan.

Effective September 17, 2004, Barnes Group Inc. (the “Company”) acquired the De-Sta-Co division of Dover Resources, Inc., a subsidiary of Dover Corporation. Effective on such date, the Company established the Barnes Group Inc. Pension Plan for Hourly Employees - Troy Division (the “Prior Troy Plan”) to reflect this acquisition and to receive the transfer of assets and liabilities from the Dover Plan attributable to the union employees of the De-Sta-Co division.

The Prior Troy Plan was amended and restated as of January 1, 2011 to continue qualification of the Plan under Section 401(a) of the Internal Revenue Code of 1986, as amended (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 Prior Troy Plan was further amended and restated effective as of January 1, 2016 (to reflect the Prior Troy Plan as amended through December 31, 2015) to continue qualification of the Plan under Section 401(a) of the Code. The Prior Troy Plan was merged with and into the Plan effective December 31, 2016.

The provisions of the Plan as in effect from time to time on each Eligible Employee’s date of Retirement, Termination of Employment or death, whichever is applicable, shall establish the benefits, rights and obligations of each such Eligible Employee.

ARTICLE G-2

DEFINITIONS

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

G-2.1 Accrued Benefits - as of any determination date, the amount of annual Retirement Benefit payable in the form of a straight 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 G-4.2 based on the benefit rate applicable and on the Participant's Benefit Accrual Years of Service as of the determination date.

G-2.2 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 Schedule G-1 to this Plan.

G-2.3 Benefit Accrual Years of Service - the sum of (i) and (ii) below:

- (i) With respect to any period of time prior to January 1, 1997, years of service for benefit accrual purposes as determined under the rules of the Prior Plan as in effect from time to time prior to the Effective Date.
- (ii) With respect to any period of time after December 31, 1996, a Participant shall be credited with one Benefit Accrual Year of Service for each year of seniority accrued after the Effective Date and while he or she does not have a Total and Permanent Disability, but diminished by the portion of all periods of layoff and personal leave (except approved written leaves of absence for personal sickness which are not in excess of six months in the aggregate, Union business, military service, or absence because of compensable injuries or sickness, payable by or on account of the Employer) or other absences of whatever nature exceeding 28 days in each Plan Year. Such Benefit Accrual Years of Service shall be computed to the nearest 1/12 year in accordance with the following schedule:

Aggregate Days of Layoff Accrued or Other Disqualifying Absence During Plan Year	Deduction from Seniority Accrued During Year in Determining Benefit Accrual Years of Service
0-28	None
29-47	1/12
48-66	2/12
67-85	3/12

86-104	4/12
105-123	5/12
124-142	6/12
143-161	7/12
162-180	8/12
181-199	9/12
200-218	10/12
219-237	11/12
238 and over	12/12

Notwithstanding the foregoing the following Benefit Accrual Years of Service shall be disregarded:

- (a) 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 (a) preceding the Breaks in Service);
- (b) Benefit Accrual Years of Service disregarded under Section G-4.7.

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.

G-2.4 Break in Service - A Plan Year in which an Employee (or former Employee) (i) has 223 or more aggregate days of layoff or other disqualifying absence as provided in Section 1.7 due to his Termination of Employment, (ii) has lost seniority due to his or her Termination of Employment, and (iii) is not credited with at least 375 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.

G-2.5 Compensation - Compensation shall mean compensation as that term is used in Section 415(b)(3) of the Internal Revenue Code.

- G-2.6 Defined Benefit Plan - an employee benefit plan, as defined in Section 3(35) of ERISA, that (a) is maintained by an Affiliated Company, (b) is qualified under Sections 401 and 501 of the Internal Revenue Code and (c) is not a Defined Contribution Plan.
- G-2.7 Defined Contribution Plan - an employee benefit plan, as defined in Section 3(34) of ERISA, that (a) is maintained by an Affiliated Company, (b) is qualified under Sections 401 and 501 of the Internal Revenue Code and (c) provides for an individual account for each Participant and for benefits based solely on the amounts credited to those accounts.
- G-2.8 Early Retirement Date - the first day of the month (prior to the Normal Retirement Date) coinciding with or following the date on which a Participant attains age 55 (Early Retirement Age) and has completed at least ten Benefit Accrual Years of Service.
- G-2.9 Effective Date - This Prior Troy Plan was originally effective as of September 17, 2004.
- G-2.10 Eligible Employee - any Employee of the Employer who is in the bargaining unit represented by the Union on or before March 31, 2001. A leased employee (as defined in Section 414(n) of the Internal Revenue Code) shall not be treated as an Eligible Employee for purposes of this Plan.
- G-2.11 Employer or Company - Barnes Group Inc.
- G-2.12 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). In no event shall more than 501 Hours of Service be credited to an Employee on account of any single period during which the Employee performs no duties. 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.
- G-2.13 Normal Retirement Age - Age 65 or, if later, the fifth anniversary of a Participant's commencement of participation in the Plan.
- G-2.14 Normal Retirement Date - the first day of the month coincident with or next following a Participant's Normal Retirement Age.
- G-2.15 Participant - a participant in this Plan under Article G-3.
- G-2.16 Plan Year - the calendar year.
- G-2.17 Predecessor Plan - Program XIII - De-Sta-Co Hourly Pension Program of the Dover Corporation Hourly Pension Plan.

G-2.18 Preretirement Death Benefit - the death benefit payable under Article G-7 to the spouse of a Participant who dies before his or her Annuity Starting Date.

G-2.19 Prior Troy Plan - The Barnes Group Inc. Pension Plan for Hourly Employees - Troy Division.

G-2.20 Prior Plan - The De-Sta-Co, a Dover Resources Company, Hourly Employees' Retirement Income Plan

G-2.21 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 55% 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% for 55%, shall be deemed to be a Qualified Joint and Survivor Annuity for purposes of Sections G-6.6 and G-6.7 of the Plan.

For purposes of this Section G-2.21, "spouse" shall mean the person to whom the Participant was legally married under the laws of the State in which the marriage was entered into for the twelve (12) month period immediately preceding the date of his or her death.

G-2.22 Qualified Preretirement 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 (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 G-2.22, "spouse" shall mean the person to whom the Participant was legally married under the laws of the State in which the marriage was entered into for the twelve (12) month period immediately preceding the date of his or her death.

G-2.23 Rehired Employee - an Employee who is rehired by an Affiliated Company after he has had a Termination of Employment or Retirement.

G-2.24 Retirement - a Participant's termination of employment with an Affiliated Company on or after his or her Normal Retirement Date.

G-2.25 Retirement Benefit - the annual benefit that accrues to a Participant under Article G-4.

G-2.26 Total and Permanent Disability Benefit - The benefit a Participant who incurs a Total and Permanent Disability is entitled to receive under Section G-4.4.

G-2.27 Union - the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, and its West Side Local 174 (West Side Local 600 effective November 1, 2001), UAW.

G-2.28 Vested Interest - the nonforfeitable portion of a Participant's Accrued Benefit.

G-2.29 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 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 (a)) preceding the Breaks in Service;

(b) 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.

G-2.30 Year of Service

(a) With respect to periods of time prior to January 1, 1997, an Employee's years of "Continuous Service" as determined under the rules of the Prior Plan immediately prior to the Effective Date.

(b) For periods beginning on or after January 1, 1997, an Employee's Benefit Accrual Years of Service, provided, however, that an Employee shall be credited with a Year of Service for each Plan Year during which he or she (i) has 185 or less aggregate days of layoff or other disqualifying absence or (ii) receives credit for 750 or more Hours of Service. Application of the preceding sentence shall not result in any duplication of Years of Service.

ARTICLE G-3

PARTICIPATION

G-3.1 Participation on Effective Date - All Union employees at the De-Sta-Co division who were participants in the Predecessor Plan immediately prior to the Effective Date automatically became Participants in the Prior Troy Plan as of the Effective Date.

G-3.2 Participation after Effective Date - Participation in the Predecessor Plan was frozen effective March 31, 2001. No other Employee shall become a Participant in the Prior Troy Plan after the Effective Date.

G-3.3 Cessation of Participation - For purposes of Articles G-3 and G-4 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.

G-3.4 Participation Upon Reemployment

(a) If an Eligible Employee is rehired before incurring a Break in Service, the Rehired Employee shall again become a Participant as of that day.

(b) If an Eligible Employee is rehired after incurring a Break in Service, the Rehired Employee shall become a Participant in accordance with Section G-3.2.

G-3.5 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 Employee, the determination of when he or she becomes a Participant shall be made by applying the rules under Section G-3.4 as if the Employee was a Rehired Employee.

ARTICLE G-4

RETIREMENT BENEFITS

G-4.1 General - Participants' Retirement Benefits shall be determined under this Article G-4. Each Participant shall be entitled to the nonforfeitable portion, as determined under Article G-5, of his or her Retirement Benefit and shall have no right to any portion of his or her Retirement Benefit which is not nonforfeitable under Article G-5 (nor shall any such portion increase the Retirement Benefit of any other Participant). The form and timing of distribution of the nonforfeitable portion of a Participant's Retirement Benefit shall be made in accordance with Article G-6.

G-4.2 Retirement Benefit On or After Normal Retirement Date - Upon a Participant's Retirement on his or her Normal Retirement Date, the Participant's Retirement Benefit shall be an amount equal to 12 multiplied by the Participant's Benefit Accrual Years of Service multiplied by the benefit rate in effect at the time of his or her Retirement or other termination of employment, as follows:

<u>Benefit Rate</u>	<u>Effective Period</u>		
\$12.25	April 1, 1989	-	March 31, 1990
12.50	April 1, 1990	-	March 31, 1991
12.75	April 1, 1991	-	March 31, 1992
13.00	April 1, 1992	-	March 31, 1993
13.25	April 1, 1993	-	March 31, 1995
13.75	April 1, 1995	-	March 31, 1996
14.25	April 1, 1996	-	March 31, 1997
14.75	April 1, 1997	-	March 31, 1998
15.25	April 1, 1998	-	March 31, 1999
15.50	April 1, 1999	-	March 31, 2000
15.75	April 1, 2000	-	March 31, 2001
16.00	April 1, 2001	-	March 31, 2002
16.25	April 1, 2002	-	March 31, 2003
16.50	April 1, 2003	-	March 31, 2004
18.00	April 1, 2004	-	and after

For purposes of determining a Participant's Retirement Benefit under this Section, it shall be assumed that payment of the Retirement Benefit will be made in the form of a straight

life annuity without ancillary benefits, payable monthly, commencing on the first day of the month next following the Participant's Retirement.

G-4.3 Retirement Benefit Upon Early Retirement - 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 Benefit Accrual Years of Service equals or exceeds 10, 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 it shall be assumed that payment of the Retirement Benefit will be made in the form of a straight life annuity without ancillary benefits, payable monthly, commencing on the Participant's Normal Retirement Date. If such Participant elects 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 G-6.5.

G-4.4 Retirement Benefit Upon Total and Permanent Disability

(a) Upon the Total and Permanent Disability of a Participant who has at least 10 or more Benefit Accrual Years of Service, the Participant's Total and Permanent Disability Benefit shall consist of the basic benefit described in subsection (c) and the temporary benefit described in subsection (d).

(b) Payment of the Participant's Total and Permanent Disability Benefit shall commence on the first day of the month following the date the required proof of such disability is received by the Benefits Committee and shall cease upon the first day of the month following the earlier of (i) the determination of the Benefits Committee that the Participant has recovered from the Total and Permanent Disability prior to age 65, and (ii) the month preceding the Participant's Normal Retirement Date.

(c) The amount of the Participant's basic Total and Permanent Disability Benefit shall be equal to his or her Accrued Benefit at the time his or her Total and Permanent Disability commences.

(d) In addition to the basic benefit described in subsection (c), there shall be payable during the continuance of Total and Permanent Disability until age 65 a temporary benefit equal to his or her Accrued Benefit; provided, however, that such benefit (expressed as a monthly benefit) shall be subject to reduction as provided in subsections (i) through (v) below:

(i) In determining the temporary monthly benefit payable, a deduction shall be made equivalent to all of the following benefits payable to such disabled Participant by reason of any law of the United States, or of any other country, or any political subdivision thereof, provided that such deductions shall be to the extent that such benefits have been provided by premiums, taxes or other payments paid by, or at the expense of the Employer and the extent allowed by law:

(A) Worker's Compensation (except fixed statutory payments for the loss of any bodily member, or payments for loss of industrial vision).

- (B) Any other disability benefit (including social security disability benefits).

With respect to (A) and (B) above, such deductions shall be limited so that the reduced benefit shall not be in an amount per month which is less than the amount of his Accrued Benefit (based on his Benefit Accrual Years of Service at the time his or her Total and Permanent Disability commences).

- (ii) If the benefits deductible under subsection (i) are stated as a specified amount per week for a designated calendar period of more than one month, then the monthly amount shall for purposes of this section be 4-1/3 times such weekly amount. For any calendar month in which the amount of benefits deductible under subsection (i) when computed on a monthly basis is less than the monthly pension benefits payable for that month, such lesser amount shall be deducted from the temporary monthly benefit payable for that month. For any calendar month in which the amount of benefits deductible under Subsection (i) when computed on a monthly basis exceeds the amount for the temporary monthly benefit otherwise payable, the Participant's temporary monthly benefit shall be suspended until such time as the aggregate of any benefits paid under Subsection (i) is less than the aggregate of temporary monthly benefits which would have been otherwise payable under the Plan, at which time temporary monthly benefits under the Plan shall recommence.
- (iii) Lump-sum awards providing for the payments in advance of Worker's Compensation benefits which are definitely allocable to specific weeks in a calendar period will be deducted on the same basis as if the award had been payable on a weekly basis.
- (iv) If the Worker's Compensation is not allocable to any specific calendar period, including lump-sum or redemption awards payable during the one-year period immediately preceding the date the Total and Permanent Disability Benefit of this Section 3.4 commenced, or subsequent to the date monthly pension benefits first became payable under the Plan, temporary monthly benefits shall be suspended until such time as the aggregate of such benefits otherwise payable exceed the lump-sum Worker's Compensation award, at which time temporary monthly benefits under the Plan shall recommence.
- (v) For purpose of this Section, a Worker's Compensation lump-sum or redemption award shall include (but not be limited to) the following items: attorneys' fees, medical expenses, any direct expenses awarded, any amount which is paid to redeem any and all liability for past, present or future weekly compensation which might be due and owing to the Participant, his or her dependents, heirs and assigns, for all occupational diseases, disabilities and accidental injuries, physical or mental, either caused by or attributable to the Participant's employment, and any other amount awarded which makes up the total lump-sum specified in the award.

Upon the cessation of distribution of a Participant's Total and Permanent Disability Benefit pursuant to a determination of the Benefits Committee that the Participant has recovered from the Total and Permanent Disability prior to age 65, he or she (or his or her spouse) shall be entitled to receive distribution of his or her Retirement Benefit (or Preretirement Death Benefit) as if the Participant had a Termination of Employment on the day distribution of his or her Total and Permanent Disability Benefit commenced.

For purposes of this Section, it shall be assumed that payment of the Total and Permanent Disability Benefit will be made in the form of a straight life annuity without ancillary benefits, payable monthly, commencing as described in the second paragraph of this Section.

G-4.5 Retirement Benefit Upon Termination of Employment - 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, 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 it shall be assumed that payment of the Retirement Benefit will be made in the form of a straight life annuity without ancillary benefits, payable monthly, commencing on the Participant's Normal Retirement Date. If such Participant elects 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 G-6.5.

G-4.6 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 an Affiliated Company which is not an Employer to an Employer or from a position as an Employee of the Employer not covered by the Plan to a position covered by the Plan, 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.

(b) In the case of a Transferred Employee who ceases to be an Eligible Employee by virtue of being transferred to an Affiliated Company which is not an Employer or to a position as an Employee of the Employer not covered by the Plan, the amount of his or her Retirement Benefit shall be determined based on his or her Accrued Benefit as of the date of such transfer.

(c) In the case of multiple transfers as described in this Section, or in the case of transfers other than those described in this Section, 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.

G-4.7 Retirement Benefit 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 paragraph (b) of this Section, the Retirement Benefit payable upon the Participant's subsequent Termination of Employment, Retirement or Total and Permanent Disability shall be an amount determined under the applicable Section of this Article G-4 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, Retirement or Total and Permanent Disability 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, Retirement or Total and Permanent Disability, 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 still in pay status at the time the Participant was rehired shall re-commence 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 spouse 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) Subject to paragraph (c) of this Section, in the case of a Participant who has a Termination of Employment when he or she has no Vested Interest, such Participant shall be deemed to receive distribution of his or her entire Vested Interest upon his or her Termination of Employment and the Participant's Benefit Accrual Years of Service credited before his or her original Termination of Employment or Retirement shall be disregarded.

(c) In the case of a Participant described in Section G-4.8(b) who resumes employment with an Employer, the Participant's Benefit Accrual Years of Service credited before his or her original Termination of Employment or Retirement shall not be disregarded if the Participant resumes employment as an Employee prior to incurring five consecutive Breaks-in-Service.

G-4.8 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 in accordance with the notification requirements of Department of Labor Regulations Section 2530.203-3(b)(4).

G-4.9 Medicare Supplemental Benefits

(a) Any retired Participant who is 65 or older and who is receiving a benefit under the Normal, Late, or Early Retirement provisions of this Article G-4 shall receive a monthly Medicare Supplemental Benefit equal to the Federal Medicare Part-B premium as of April 1, 1989 plus one-half of any increases in the Federal Medicare Part-B premium which occur after April 1, 1989. This monthly Medicare Supplemental Benefit is in addition to the amount of the monthly benefit otherwise payable under this Article G-4.

(b) In the case of a retired Participant who has a spouse age 65 or over, the monthly Medicare Supplemental Benefit, if any, shall include an additional amount equal to the Federal Medicare Part-B premium as of April 1, 1989 plus one-half of any increases in the Federal Medicare Part-B premium which occur after April 1, 1989.

(c) It is understood that the Medicare Supplemental Benefit will be increased (or reduced) upon the enactment of legislation which increases (or reduces) the Federal Medicare Tax for persons age 65 or over.

(d) In no event shall any benefit under this Section become payable prior to the first day of the first month following the month during which the retired Participant and/or his or her spouse attain age 65.

(e) Notwithstanding the foregoing provisions of this Section, if a Participant who is a Window Retiree elects to receive a lump sum benefit payment under Section G-6.9 and Schedule B to the Plan, such Participant and/or his or her spouse shall not be eligible to receive a monthly Medicare Supplemental Benefit under the Plan.

G-4.10 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), 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 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, whichever produces the greater benefit.

ARTICLE G-5

VESTING

G-5.1 Time of Vesting - A Participant's right to receive his or her Accrued Benefit shall become 100% nonforfeitable upon the earlier of (a) the Participant's being credited with five Vesting Years of Service, or (b) the Participant's attainment of his Normal Retirement Age if the Participant is an Employee on or after that time.

ARTICLE G-6
DISTRIBUTION

G-6.1 Election of Form of Distribution - A Participant shall be entitled to elect to receive distribution of his or her Vested Interest (if the Actuarial Equivalent present value as of the Participant's Annuity Starting Date of that Vested Interest is in excess of \$1,000 [in excess of \$5,000 for distributions made prior to March 28, 2005]) by one of the following methods; provided, however, that a Participant entitled to a Total and Permanent Disability Benefit can receive such benefit only in the form of a single life annuity:

- (a) Life Annuity - an annuity for the life of the Participant;
- (b) Qualified Joint and Survivor Annuity; or
- (c) Effective for benefit commencements after December 31, 2007, a 75% joint and survivor annuity option shall be available to surviving spouses. The 75% joint and survivor annuity option shall be determined based on the actuarial equivalence basis specified under Schedule A. Where the Plan determines the adjustment based on simplified factors, a proportionate simplified factor shall be applied to determine the 75% joint and survivor annuity.

A Participant's election under this Section 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. In the absence of an effective election under this Section, a Participant shall be deemed to have elected a distribution in the form of a straight life annuity with no ancillary benefits.

The Qualified Joint and Survivor Annuity shall not apply to any Temporary or Supplemental benefits payable under the Plan.

G-6.2 Vested Interest Not in Excess of \$5,000 - Subject to an election of a direct transfer, if as of the Participant's Annuity Starting Date 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, a Participant's Vested Interest shall be payable in the form of a single cash distribution if the Actuarial Equivalent present value of his Vested Interest payable as of the Participant's Normal Retirement Date (i) does not exceed \$1,000, or (ii) is greater than \$1,000 but not greater than \$5,000, provided that the consent of the Participant is obtained.

G-6.3 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 following the day of the Participant's Retirement,

(b) the commencement date of the Participant's Total and Permanent Disability Benefit;

(c) the first day of the month 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 or her Vested Interest does not exceed \$1,000 (does not exceed \$5,000 for distributions made prior to March 28, 2005);

(d) the first day of the month 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 to commence to receive distribution prior to his or her Normal Retirement Date shall be the date elected under Section G-6.4; and

(e) 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 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, distribution of a Participant's Retirement Benefit shall not commence before he or she files a claim for benefits with the Benefits Committee.

G-6.4 Election to Receive Distribution Before Normal Retirement Date - A Participant (a) who has a Termination of Employment before his or her Normal Retirement Date, (b) who has a Vested Interest, the Actuarial Equivalent present value of which exceeds \$1,000 (exceeds \$5,000 for distributions prior to March 28, 2005) as of the Participant's Annuity Starting Date, and (c) whose Benefit Accrual Years of Service equals or exceeds 10 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, but distribution of benefits may not commence before the Participant's Early Retirement Date. A Participant's election under this Section must be made during the 90-day period preceding the Participant's Annuity Starting Date.

G-6.5 Reductions for Early Distribution - 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 G-6.4 shall be reduced by 1/2 of 1% for each month by which commencement of distribution precedes the first day of the month after his or her 62nd birthday.

G-6.6 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 G-6.1.8 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 G-6.6 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. For purposes of this Section G-6.6 and Section G-6.7, "spouse" shall mean the person to whom the Participant is legally married under the laws of the State in which the marriage is entered into.

G-6.7 Notification of Right to Waive Qualified Joint and Survivor Annuity or to Receive a Distribution Under Section G-6.4 - 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 G-6.8, (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, a Qualified Joint and Survivor Annuity for an unmarried Participant shall be a single life annuity with no ancillary benefits. Such notification shall 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.

Notwithstanding the preceding paragraph, if a Participant, having received such written explanation, affirmatively elects a form of distribution and the spouse consents to that form of distribution (if necessary), the Annuity Starting Date may be less than 30 days after such written explanation was provided to the Participant, provided that the following requirements are met:

(a) The Participant has been informed of his or her right to at least 30 days to consider whether to waive the Qualified Joint and Survivor Annuity and consent to a form of distribution other than a Qualified Joint and Survivor Annuity.

(b) The Participant is permitted to revoke an affirmative election at least until the Annuity Starting Date, or, if later, at any time prior to the expiration of the seven-day period that begins the day after the explanation of the Qualified Joint and Survivor Annuity is provided to the Participant.

(c) The Annuity Starting Date is after the date that the explanation of the Qualified Joint and Survivor Annuity is provided to the Participant. (However, the Annuity Starting Date may precede the date that any affirmative distribution election is made by the Participant and precede the date that the distribution is permitted to commence under paragraph (d).)

(d) Distribution in accordance with the affirmative election does not commence before the expiration of the seven-day period that begins the day after the explanation of the Qualified Joint and Survivor Annuity is provided to the Participant.

A Participant's waiver of a Qualified Joint and Survivor Annuity described in Section G-6.1.7 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.

G-6.8 Reductions for Distributions After Normal Retirement Date - In the case of a Participant who (1) remains an Employee after his or her Normal Retirement Date and (2) is receiving while an Employee distribution of his Retirement Benefit, the portion of his Retirement Benefit determined as of the last day of any Plan Year accrued during such Plan Year after his or her Normal Retirement Date shall be reduced (but not below zero) by the Actuarial Equivalent value of the total Plan distribution the Participant has previously received determined in accordance with Section 1.411(b)-2 of the Income Tax Regulations.

G-6.9 Voluntary Lump Sum Window - In addition to the benefits provided under this Article G-6 of the Plan, a Participant who is a Window Retiree, as defined in Schedule G-2 to this Part G of the Plan, shall be entitled to the Window Retirement Benefit described in Schedule G-2.

ARTICLE G-7
DEATH BENEFITS

G-7.1 Preretirement Death Benefit - Subject to Section G-7.2, 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 Preretirement Death Benefit a Qualified Preretirement Survivor Annuity.

G-7.2 Election to Waive Qualified Preretirement Survivor Annuity; Charge for Qualified Preretirement Survivor Annuity - A Participant may elect to waive his or her right to receive a Qualified Preretirement Survivor Annuity in accordance with Section. The Retirement Benefit of a Participant who does not waive his or her right to receive a Qualified Preretirement Survivor Annuity shall be reduced by 0.05% for each month on or after the first day of the month following the Participant's 55th birthday during which a waiver of that right is not in effect; provided, however, that such month falls within the period beginning no earlier than the first day the Participant is eligible to waive his or her right to receive a Qualified Preretirement Survivor Annuity under Section G-7.1.3 and ending on the earliest of (i) the Participant's date of death, (ii) his or her Annuity Starting Date, (iii) his or her Normal Retirement Date, or (iv) the spouse's date of death.

G-7.3 Procedure for Waiving Qualified Preretirement Survivor Annuity - A Participant's waiver of his or her right to receive a Qualified Preretirement Survivor Annuity shall not be valid unless consented to by the Participant's spouse in accordance with Section G-6.8. A spouse's consent to a waiver of the right to receive a Qualified Preretirement Survivor Annuity may not be revoked. The period during which a Participant may waive his or her right to have his or her spouse receive a Qualified Preretirement Survivor Annuity shall begin on the first day of the Plan Year in which the Participant attains age 35 (or, if later, within a reasonable period after he or she becomes a Participant) and shall end on the earlier of the day of the Participant's death or his or her Annuity Starting Date. For purposes of this Section, an unmarried Participant shall be deemed to have waived his or her right to receive a Qualified Preretirement Survivor Annuity payable to the Participant's spouse, but such waiver shall be null and void if the Participant subsequently marries.

G-7.4 Notification of Right to Waive Qualified Preretirement Survivor Annuity - The Plan Administrator shall give each Participant written notice of the Participant's right to waive the right to have his or her spouse receive a Qualified Preretirement Survivor Annuity. Notice shall be given within whichever of the following periods ends last: (a) the period beginning on the first day of the Plan Year in which the Participant attains age 32 and ending on the last day of the Plan Year preceding the Plan Year in which the Participant attains age 35, or (b) the period beginning one year before the individual becomes a Participant and ending one year after the individual becomes a Participant. In the case of a Participant who has a Termination of Employment before he or she attains age 35, the notice shall be given during the period beginning one year before the day of the Participant's Termination of Employment and ending one year after the day of the Participant's Termination of Employment. The notice, which shall be given in the manner provided by the regulations promulgated by the Secretary of the

Treasury, shall contain an explanation of the terms and conditions of the designation, the requirement that the Participant's spouse must consent to the election in accordance with Section G-6.7 and the Participant's right to revoke the election in the manner provided in regulations promulgated by the Secretary of the Treasury.

G-7.5 Form of Preretirement Death Benefit - The Participant's Preretirement Death Benefit shall be paid to the Participant's spouse in the form of an annuity for the spouse's life; provided, however, that if the Actuarial Equivalent present value of a Participant's Qualified Preretirement Survivor Annuity as of the Annuity Starting Date does not exceed \$5,000 (does not exceed \$1,000 for distributions made on or after March 28, 2005 and prior to December 31, 2016; does not exceed \$5,000 for distributions made prior to March 28, 2005), the method of distribution to the Participant's spouse of the Preretirement 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 G-7.6(a).

G-7.6 Timing of Distribution; Annuity Starting Date - Subject to Section G-7.8, distribution of a Participant's Preretirement 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 G-7.6(c), the Participant's Normal Retirement Date if the Participant's death occurs prior to that time unless the spouse elects under Section G-7.7 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 Preretirement Death Benefit does not exceed \$5,000 (does not exceed \$1,000 for distributions made on or after March 28, 2005 and prior to December 31, 2016; does not exceed \$5,000 for distributions made prior to March 28, 2005) the first day of the month coincident with or next following the Participant's death.

Notwithstanding the previous sentence and subject to Section G-7.8, distribution of a spouse's Preretirement Death Benefit shall not commence before he or she files a claim for benefits with the Benefits Committee.

G-7.7 Election to Receive Preretirement Death Benefit Before Normal Retirement Date - In the case of a Participant who dies before his or her Normal Retirement Date with a Preretirement Death Benefit the Actuarial Equivalent present value of which exceeds \$5,000 (exceeds \$1,000 for distributions made on or after March 28, 2005 and prior to December 31, 2016; exceeds \$5,000 for distributions made prior to March 28, 2005), his or her spouse may elect to have distribution of the Preretirement 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, but distribution of benefits may not commence before the Participant's Early Retirement Date (or if the Participant died before that date, the

Participant's Early Retirement Date had he or she lived). If the Participant's spouse elects to receive his or her distribution before the Participant's Normal Retirement Date, then his or her Preretirement Death Benefit shall be reduced by the factors specified in Section G-6.1.5 to reflect the commencement of the spouse's distribution before the Participant's Normal Retirement Date.

G-7.8 Required Distribution - Distribution of a Participant's Preretirement 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 Preretirement 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 Preretirement Death Benefit is paid in the form of a single cash payment, the Participant's entire Preretirement 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.

G-7.9 Spouse - For purposes of this Article G-7, "spouse" shall mean the person to whom the Participant was legally married under the laws of the State in which the marriage was entered into for the twelve (12) month period immediately preceding the date of his or her death.

G-7.10 Death While on Military Leave - Effective January 1, 2007, solely for purposes of Article G-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 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.

SCHEDULE G-1
ACTUARIAL EQUIVALENCE ASSUMPTIONS

1. Lump Sums

(a) With respect to Annuity Starting Dates occurring on or after January 1, 1996:

(1) Mortality - The “applicable mortality table” as defined in Section 417(e)(3) of the Internal Revenue Code, and as prescribed in regulations, revenue rulings, notices or other documents of general applicability issued thereunder.

(2) 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:

(1) Mortality - The UP-1984 Mortality Table, with ages set forward one year.

(2) 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 rates 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 termination of a trustee 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 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:

- (1) adjusting any benefit limitation under 415(b)(2)(B), (C), or (D) of the Code as set forth in Article 4 of the Plan;
- (2) satisfying the requirements of 417(e) of the Code as set forth in Section 6.2 of the Plan; and
- (3) 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 second or fourth full calendar month preceding the first day of the "stability period," whichever results in the larger benefit.

2. Annuity Conversion Factors

With respect to benefits payable on a Qualified Joint and (55%) Survivor Annuity basis there shall be a reduction in the benefit payable on a lifetime basis. The amount of the reduced benefit shall be equal to the benefit payable as a single life annuity multiplied by an adjustment factor. The adjustment factor shall be 100% if the age of the Employee

does not exceed the age of the spouse by more than five years. The adjustment factor shall be decreased by 1/2 of 1% for each 12 months in excess of five years by which the age of the spouse is less than the age of the Participant. For purposes of this paragraph 3, age shall be determined as the age on the Participant's last birthday prior to the Annuity Starting Date.

With respect to benefits payable on a 75% joint and survivor annuity basis there shall be a reduction in the benefit payable on a lifetime basis. The reduction shall be 17% minus 1/2 of 1% for each 12 months in excess of five years that the qualified spouse's age exceeds the Participant's age, or 17% plus 1/2 of 1% for each 12 months in excess of five years that the qualified spouse's age is less than the Participant's age. For Annuity Starting Dates commencing on or after October 1, 2011, 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).

3. Reduction for Distributions after Annuity Starting Date - Retirement Benefit of Rehired Employee and Reductions for Distributions After Normal Retirement Date

- (a) Mortality - the UP-1984 Mortality Table, with ages set forward one year.
- (b) Interest - 5% per annum.

4. Adjusting Maximum Retirement Benefits Payable Under Optional Forms

- (a) Mortality - the UP-1984 Mortality Table or other "applicable mortality table" as defined in Section 417(e)(3) of the Internal Revenue Code.
- (b) Interest - 5% per annum.

5. Adjusting Maximum Retirement Benefits for Commencement Before or After Social Security Normal Retirement Age

See following Tables. 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
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	1.5301	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
<p>* Factor must be multiplied by maximum dollar limit of Section 415(b)(1)(A) of the Code applicable to year of benefit commencement.</p> <p>Notwithstanding the above, all determinations shall be made in accordance with Code Section 417(e)(3).</p>				

SCHEDULE G-2
Window Retirement Benefit

1. Window Retirement Benefit. A Participant of this Part G of the Plan who is a Window Retiree (as defined in Section 2 of this Schedule G-2) shall be entitled to the following additional benefits under the Plan:

(a) A Window Retiree may elect during the Window Retirement Benefit Election Period (as defined in Section 2 of this Schedule G-2) 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 G-6 of the Plan, 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 annuity forms of payment available under the Window Retirement Benefit shall be limited to a Life Annuity, as described in Section 6.1(a) of the Plan, or a Qualified Joint and Survivor Annuity (as described in Section 6.1(b) of the Plan) or a 75% joint and survivor annuity (as described in Section 6.1(c) of the Plan) with a spousal beneficiary, with no ancillary or supplemental benefits.

(b) Alternatively, subject to the spousal consent provisions 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 Vested Interest 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(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 G-6 of the Plan for a Window Retiree who is not otherwise eligible as of December 1, 2015 for a Normal Retirement or an Early Retirement 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.

2. Definitions.

(a) "Window Retiree" shall mean any Participant (or, if applicable, his death beneficiary under Article G-7 of this Part G of the Plan) eligible to receive retirement income currently or on a future date under Article G-6 (or, if applicable, Section G-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 sum payment under Section G-6.2 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 Schedule G-2 to Part G of the Plan.

THIS SCHEDULE G-2 to Part G of the Plan is effective as of May 8, 2015.