The Gates Group Retirement Plan

Doc. 2

Appendix K Participants

Summary Plan Description

July 2018

THE GATES GROUP RETIREMENT PLAN
DOC. 2 – APPENDIX K PARTICIPANTS
SUMMARY PLAN DESCRIPTION

TABLE OF CONTENTS

INTRODUCTION

The Gates Group Retirement Plan was established by Gates Corporation (the "Company") on October 1, 1944. It is a defined benefit pension plan that is designed to pay you (and, in certain instances, a survivor) a monthly benefit for life.

This booklet (your "Summary Plan Description" or "SPD") is meant to highlight the most important provisions of The Gates Group Retirement Plan as they apply to you. This SPD describes the benefits for non-union employees at the following locations:

- Charleston, MO
- Jefferson, NC
- Poplar Bluff, MO
- Red Bay, AL
- Versailles, MO

The provisions covering such employees are contained in the section of The Gates Group Retirement Plan referred to as Doc.2, Appendix K. The Gates Group Retirement Plan as applicable to Doc. 2, Appendix K participants is referred to as the "Retirement Plan" for the remainder of this SPD.

Effective January 1, 1990, the Retirement Plan was closed to new entrants. Effective September 30, 2009, benefit accruals under the Retirement Plan were frozen.

The Retirement Plan covers other groups of employees. The benefits of the other groups are determined under different provisions of the Retirement Plan and are described in separate SPDs. Exhibit 2 summarizes the other groups covered by the Retirement Plan.

This SPD describes the Retirement Plan as amended through July 1, 2018. Participants whose employment ended before July 1, 2018 will have their benefits governed by the terms of the Retirement Plan in effect at the time that their employment terminated, unless otherwise provided under the current terms of the Retirement Plan.

Information Disclaimer

Benefits are provided only in accordance with the terms of the Retirement Plan as detailed in a legal document known as Doc. 2, Appendix K, of The Gates Group Retirement Plan. This SPD summarizes the provisions of the Retirement Plan, but is not a substitute for the Retirement Plan and does not give you any right to benefits. The official Retirement Plan document and trust document, together with any policies established by the Plan Administrator, legally govern the operation of the Retirement Plan. If there is a discrepancy between this SPD and the official Retirement Plan document, the Retirement Plan document will govern. Participants and beneficiaries of participants should not rely on any oral description of the Retirement Plan provisions. The interpretation of the Plan Administrator of the provisions of the Retirement Plan is the final authority.

HIGHLIGHTS OF THE GATES RETIREMENT PLAN

Successful retirement requires careful planning and financial security. The Retirement Plan will help. The Retirement Plan, together with The Gates Matchmaker Plan (the "Matchmaker Plan") and Social Security, will help you build income for a comfortable retirement.

The Retirement Plan and the Matchmaker Plan Work Together

The Retirement Plan may supplement benefits from the Matchmaker Plan to provide you with a "target" benefit. Your “Target Benefit” is based on your salary and years of Credited Service with the Company through September 30, 2009 and your age when you leave the Company. The Matchmaker Plan is the primary plan for most Company employees, offering a convenient way to increase your retirement income and receive special tax advantages at the same time.

About Your Participation

If you were hired before January 1, 1990, you automatically became a participant in the Retirement Plan after you turned age 21 and completed one year of Continuous Service. The Retirement Plan was closed to new participants effective January 1, 1990. Benefit accruals under the Retirement Plan were frozen effective September 30, 2009.

You May Choose From Various Retirement Dates

Your normal retirement date is the first day of the month following your 65th birthday. However, if you have at least 10 years of Continuous Service, you can retire as early as age 55 and receive a reduced benefit. Or, you may retire with an unreduced benefit at any age if you have at least 30 years of Continuous Service, or at age 62 with 10 years of Continuous Service. You can also choose to retire late – if you elect to work past age 65. You earn Continuous Service as long as you work for the Company or an affiliated company.

You Have Lifetime Benefits

You receive monthly benefits from the Retirement Plan when you retire. Benefits from the Retirement Plan are paid under the automatic forms of payment, unless you elect otherwise.

Your Spouse is Protected if You Die

Benefits may be payable to your spouse if you die before you begin receiving payments from the Retirement Plan. If you die after you begin to receive benefits from the Retirement Plan, a percentage of your monthly benefit will continue to your spouse after your death, unless you elect otherwise.

If You Became Disabled On Or Before September 30, 2009

If, **while an active employee of the Company**, you became totally and permanently disabled on or before September 30, 2009 and before reaching age 65, you may have been eligible for a disability retirement benefit if you had at least 10 years of Continuous Service.

ELIGIBILITY

If you were hired before January 1, 1990 as an employee at one of the previously listed locations, (and prior to 1988, you were 60 or under), you automatically became a participant in the Retirement Plan on the first of the month after you reached age 21 and completed one year of Continuous Service. Employees hired on or after January 1, 1990 are not eligible to participate in the Retirement Plan.

HOW THE RETIREMENT PLAN AND MATCHMAKER PLAN WORK TOGETHER

The primary objective of the Company's retirement program is to provide you with steady, reliable income during your retirement. The Company has designed your retirement program to provide you with a Target Benefit amount. The Company has two retirement plans that work together to help provide for your future financial security: the Retirement Plan described in this booklet and the Matchmaker Plan.

The primary plan for providing retirement benefits is the Matchmaker Plan. Generally, if the Company-provided benefits in the Matchmaker Plan do not provide your Target Benefit amount, the rest of your benefit will come from the Retirement Plan. However, you will always receive from the Retirement Plan at least the amount you earned under the Retirement Plan as of December 31, 1993, and the benefit as of December 31, 1993 will never decrease.

When the Company introduced the Matchmaker Plan for your group, thoughtful consideration went into designing a retirement program that met the continually changing needs of all Company employees. Plans like the Retirement Plan are designed to provide you with a guaranteed amount of income when you retire. Although these types of plans are an important part of building your future financial security, sometimes they don't allow you to earn as much money as you could with other types of retirement plans.

With the Matchmaker Plan, the objective was to give you an opportunity to build a stable income for your retirement years. In fact, the Company introduced the Matchmaker Plan to improve the benefit you receive at retirement. The Matchmaker Plan was designed to be more flexible and convenient in helping you meet your financial needs at retirement.

The Matchmaker Plan allows both employee contributions and Company contributions. Generally, you may contribute a percentage of your pay on a before-tax and/or after-tax basis. The Company makes Matching Contributions equal to 100% of the first 3% of your before-tax contributions. In addition, the Company makes a Basic Contribution equal to 3% of your pay.

Core Balance

To determine what portion of your retirement benefit will come from the Matchmaker Plan and what portion will come from the Retirement Plan, your hypothetical "Core Balance" in the Matchmaker Plan is calculated. If you were a Matchmaker Plan participant at any time during 1984 through 1988, the 3% Company Basic Contributions and 3% Company Matching Contributions, plus the investment earnings on both types of contributions, make up your Core Balance for that period of time. The 3% Company Matching Contributions are assumed to have been made, regardless of how much you actually contributed to the Matchmaker Plan during that period. Your Core Balance is not affected by any withdrawals you may have taken. After 1988, only the Company's 3% Basic Contributions and investment earnings on the 3% Basic Contributions count in determining your Core Balance. Effective July 1, 1996, the investment earnings on your Core Balance are assumed to be the same earnings as the Gates Stable Value Fund in the Matchmaker Plan, even though your 3% Basic Contributions may be invested in other funds. Generally, your Core Balance is calculated through your date of termination from the Company.

The following chart illustrates what is included in your Core Balance:

1984 through 1988	1989 to Retirement
3% Company Basic Contribution +	3% Company Basic Contribution +
3% Company Matching Contribution +	Investment Earnings
Investment Earnings	

Offset for the Core Balance

Once your Core Balance is determined it is converted to an equivalent monthly benefit amount using the factors shown in the attached Exhibit 1. This benefit amount reflects the value of the benefit payable to you from the Matchmaker Plan and is used as an offset to the Target Benefit (described below under "Retirement Plan Benefit Calculation").

FACTORS AFFECTING YOUR BENEFIT

Continuous Service was used to determine your eligibility to become a Retirement Plan participant and your vested right to a benefit from the Retirement Plan. Continuous Service rules for full-time and part-time employees are described below:

- **Full-time employees**
  Generally, Continuous Service begins on the day you are hired and ends on the day you leave the Company, retire, die or become disabled. Your employment with the Company or any affiliated company is used to determine your Continuous Service.
- **Part-time employees**
  Generally, you are credited with one year of Continuous Service for each calendar year in which you work 1,000 hours for the Company or an affiliated company.

Continuous Service was <u>not</u> frozen as of September 30, 2009; you will continue to earn Continuous Service while employed by the Company or any affiliated company.

A Break in Service occurs if you stop working for the Company and all affiliated companies and do not return to active employment within a certain period of time. Generally, a Break in Service will not count toward determining your Continuous or Credited Service.

Break in Service rules for full-time and part-time employees are described below:

- **Full-time employees**
  Generally, you will have a Break in Service if you do not return to work within one year of the date your absence began. However, if you're absent because you're on a parental leave, you will not have a Break in Service if you return to work for the Company or an affiliated company within three years of the date you left or started the parental leave.
- **Part-time employees**
  Generally, you will have a Break in Service in any calendar year of employment in which you are credited with less than 501 hours of service. However, if you're absent because you're on a parental leave, you will be credited with up to 501 hours of service for the year in which your leave begins or for the following year, whichever is needed to prevent a Break in Service.

There are some exceptions to the above rules. Generally, the following situations do not count as a

Break in Service for full-time employees, provided you return to active employment with the Company after the break:

- An authorized leave of absence, with a return to service within one year after the leave of absence began,
- An authorized sick leave of up to two years (subject to medical evidence),
- An absence covered by workers' compensation laws (subject to medical evidence),
- A temporary layoff, with a return to service within two years, as long as you had at least one year of Continuous Service when you were laid off, and
- An absence due to service in the uniformed services, with a return to work with the Company or an affiliated company while your job is still protected by law (also applies to part-time employees).

Credited Service is the period of time you are employed by the Company that is counted for calculating your retirement benefits.

- **Full-time employees**
  You will receive Credited Service for all your Continuous Service with the Company as an eligible employee through September 30, 2009.
- **Part-time employees**
  You receive a full year of Credited Service for each year you have 2,080 hours of service as an eligible employee. You may receive partial Credited Service for a year in which you work less than 2,080 hours. Credited Service ceased effective September 30, 2009.

Credited Service does not include any Continuous Service you earned with an affiliated company that did not adopt the Retirement Plan. Credited Service also excludes any service as a leased employee.

If you return to work or are rehired, special rules apply regarding restoration of your Continuous and Credited Service as specified in the Retirement Plan document.

Vesting refers to your right to receive benefits from the Retirement Plan if you leave the Company before normal retirement age (age 65).

Career Earnings are the sum of annual wages for each year of Credited Service through September 30, 2009. Certain exclusions apply to the determination of annual wages. Earnings prior to October 1, 1979 are not included.

RETIREMENT PLAN BENEFIT CALCULATION

You have two retirement plans working together: The Retirement Plan and the Matchmaker Plan. The Matchmaker Plan is covered in a separate summary plan description ("SPD"), which describes participation, contribution and investment options. **The Matchmaker Plan has become the primary plan for providing your retirement benefit.** The Retirement Plan only pays benefits if the Offset for the Core Balance amount does not provide your Target Benefit Amount.

Calculating Your Monthly Target Benefit Amount

The portion, if any, of your monthly Target Benefit Amount that will be payable from the Retirement Plan is determined as follows:

Step 1. Your annual Target Benefit Amount is determined by multiplying your Career Earnings by .006, and then dividing by 12 to get a monthly benefit.

Step 2. The monthly Offset for the Core Balance amount is determined by multiplying each $1,000 of your Core Balance by a factor from Exhibit 1, based on your age and Continuous Service.

Step 3. The two amounts are compared. If the Offset for the Core Balance calculation (Step 2) is less than the Target Benefit Amount (Step 1), you will receive the difference from the Retirement Plan. If the Offset amount is greater than your Target Benefit Amount, then no benefit will be paid from the Retirement Plan because the Matchmaker Plan is providing your Target Benefit amount.

Step 4. However, your benefit amount to be paid from the Retirement Plan will never be less than the benefit you had earned as of December 31, 1993.

In addition to the Retirement Plan benefit, you will receive your Matchmaker Plan accounts. Your Matchmaker Plan accounts would include your contributions, the Company's Basic Contributions, the Company's Matching Contributions, and investment earnings.

Following is a sample calculation:

<u>Example – Marcia</u>

- Age 62 with 25 years of Continuous Service as of retirement date
- Career Earnings: $900,000
- Core Balance: $35,000
- December 31, 1993 floor benefit: $100 per month

Step 1. Determine the monthly Target Benefit amount by multiplying Career Earnings by .006, and then dividing by 12:

($900,000 x .006) / 12 = $450

Step 2. Determine the Offset for the Core Balance.

Multiply each $1,000 of Core Balance by the factor from Exhibit 1, which is based on age and years of Continuous Service at retirement. For Marcia, with 25 years of Continuous Service at age 62, this factor is $8.

($35,000 / $1,000) x $8 = $280 per month

Steps 3 and 4.

Compare Marcia's monthly Target Benefit Amount to (1) the Offset for the Core Balance, and (2) her December 31, 1993 floor benefit.

(a) Monthly Target Benefit Amount:	$450
(b) Offset for the Core Balance:	$280
(c) Preliminary amount payable from Retirement Plan (excess of (a) over (b), if any):	$170
(d) December 31, 1993 floor benefit:	$100
(e) Amount payable from Retirement Plan (greater of (c) or (d)):	$170

The amount calculated under the formula is the amount payable at age 65 in the form of a life annuity with a five-year guaranteed period. As is discussed later, if you start your benefit before age 65 or receive it in a different form, the monthly amount payable ***may*** be less.

Benefit Statements

Statements providing estimated calculations of Retirement Plan benefits as of September 30, 2009 (when the Retirement Plan was frozen) were issued to actively employed members in 2010. Members who are have not yet started their benefit may request a calculation of deferred benefits at any time by contacting the Gates Benefits Department. The amount that you will actually receive when you commence payments will be affected by how long your Core Balance continues to grow in the Matchmaker Plan, your Continuous Service at the time you retire or terminate and the age at which your benefits commence.

WHEN YOU MAY RETIRE

This section describes the different retirement features of the Retirement Plan. When you may retire depends on your age and/or years of Continuous Service.

Normal Retirement

You are eligible for normal retirement when you reach age 65. You may retire as of the first day of the month following your 65^{th} birthday. Your benefit will be calculated using the formula described previously in the section entitled "Retirement Plan Benefit Calculation."

Late Retirement

You may also elect to work past your normal retirement age, in which case your benefits will be suspended until your late retirement date. By law, the Plan Administrator is required to notify you in writing that your pension benefits will be suspended. Upon your late retirement, your late retirement pension is calculated the same way as a normal retirement benefit except that your benefit will be actuarially increased for any month(s) in which you worked fewer than eight days. In addition, if you continue to work after the April 1 following the calendar year in which you turn age 70½, your pension upon your late retirement will be the greater of the following:

- your pension calculated as of your late retirement date

  OR

- your pension calculated as of the April 1 following the year in which you attained age 70½ actuarially increased as of each following January 1 and as of your late retirement date to reflect the fact that payments will be made over a shorter period of time.

Early Retirement

The same benefit formula in the previous section entitled "Retirement Plan Benefit Calculation" also applies for early retirement. However, if you begin to receive payments before age 65, the amount of your benefit ***may*** be reduced. The reason for this reduction is simple—you will be receiving benefits over a longer period of time. The early retirement benefits available under the Retirement Plan are as follows:

Unreduced Early Retirement After 30 Years of Service
If you have completed at least 30 years of Continuous Service (including service after September 30, 2009) and have not yet turned age 62, you are eligible to retire early. Your benefit will not be reduced for early payment.

Unreduced Early Retirement at Age 62 to 65
If you have completed at least 10 years of Continuous Service (including service after September 30, 2009), you may choose to retire when you turn age 62, and begin receiving benefit payments. Your benefit will not be reduced for early payment.

Reduced Early Retirement at Age 55 After 10 Years of Service
If you have completed at least 10 years of Continuous Service (including service after September 30, 2009), you may retire as early as age 55 and receive a reduced benefit from the Retirement Plan. The benefit amount payable will be reduced by 4.8% for each year (4/10 of 1%

per month) that the payment date is before the first day of the month after your 62nd birthday, as shown below:

Percentage of Age 62 Retirement Benefits Payable at Ages 55-62

55 66.4%	56 71.2%	57 76.0%	58 80.8%	59 85.6%	60 90.4%	61 95.2%	62 100%

Example

You choose to retire early at age 55 with 14 years of Continuous Service. Your monthly normal retirement benefit payable at age 62 is $500. Using the previous table, your benefit payable at age 55 is calculated to be 66.4% of $500, or $332 per month.

You may begin receiving reduced retirement payments right away if you retire early at age 55, or you may wait and begin receiving reduced payments at any time before you reach age 62. You may also wait to begin receiving payments until you attain age 62, in which case your payments will not be reduced for early payment.

Vested Termination Benefits

If you leave the Company before age 65, have completed at least five years of Continuous Service (including service after September 30, 2009), and are not eligible for a normal, late or early retirement pension as discussed above, you will be entitled to receive a vested termination benefit. In addition, if you were employed on September 30, 2009, you became 100% vested and are entitled to a vested termination benefit, regardless of your years of Continuous Service. Your vested termination benefit is calculated the same way as a normal retirement benefit.

Generally, your vested termination benefit payments will begin as of the first day of the month following the month you reach age 65. However, you may elect to have your benefits begin as early as age 55 if you had at least 10 years of Continuous Service (including service after September 30, 2009) when you left. In this case, you can begin receiving actuarially reduced benefits as of the first day of any month after you turn age 55, up to and including the month you turn age 65.

Special Rules If You Defer Your Early or Vested Termination Benefit Beyond Your Earliest Possible Starting Date

If you retire on an early retirement date and do not elect payments to begin upon your retirement, or if you terminate employment with entitlement to a vested termination benefit and do not start your payments on the earliest date you may elect payments to begin, a special election is available to you when you do decide to begin payments. Under this special election, you may select any date up to one year before the date you file your benefit application form with the Plan Administrator as your annuity starting date. This date is referred to as your "retroactive annuity starting date" (“RASD”). If you elect a RASD, monthly payments will begin after your election, but your monthly benefit amount will be calculated as if payments had begun on the date you select as your RASD. In addition, you will receive one lump sum payment equal to the sum of the monthly payments you would have received from your selected RASD to the first day of the month in which payments actually begin, together with interest at the IRS prescribed interest rate. If you are married, an election of a RASD generally requires the written consent of your spouse, witnessed by a notary public. You cannot elect a RASD if you elect a lump sum payment of your entire benefit.

Enhanced Benefits Provided in Connection With Specified Workforce Reductions

At various times from 1998 through 2003, certain participants were eligible to receive enhanced benefits in connection with specified workforce reductions. Participants who were eligible for such benefits were advised of their entitlement to such benefits.

Additional Medicare Part B Benefit for Participants Who Retired Prior to July 1, 1987

If you retired prior to July 1, 1987 and you received a pension other than a vested termination benefit, you were eligible to receive an additional monthly benefit when you enrolled in Medicare Supplementary insurance (Part B), equal to the premium amount. This benefit will continue until your death.

HOW YOU MAY RECEIVE YOUR BENEFIT

Benefits from the Retirement Plan are paid under the automatic forms of payment as described in this section, unless you elect otherwise.

Automatic Form of Payment if Benefit is $5,000 or *Less*: Mandatory Lump-Sum Distributions and Automatic IRA Rollover

The following special rules apply if the lump sum value of your benefit is $5,000 or less when payment is made:

- ***If you retire or terminate employment and the lump sum value of your benefit is $1,000 or less***, your benefit will automatically be paid to you in one lump sum payment as soon as practicable following your termination of employment. (You may not elect to defer payment or elect an optional form of payment.)
- ***If you retire or terminate employment and the lump sum value of your benefit exceeds $1,000 but does not exceed $5,000***, unless you elect a cash lump sum payment or rollover, the Plan Administrator will direct that your benefit be rolled over into an individual retirement account ("IRA") at an institution selected by the Plan Administrator. All fees associated with the IRA will be paid from your IRA assets. (You cannot elect to defer payment or elect an annuity form of payment.)

Automatic Forms of Payment If Benefit Value Is *More* Than $5,000

If the lump sum present value of your benefit is more than $5,000 when payments start, the Retirement Plan has two automatic forms of payment—one for single participants and another for married participants. Unless you elect otherwise, your benefit is paid under one of the automatic forms of payment described below.

If You Are Single
If you are single when payments begin, you receive a monthly benefit payable for your lifetime, with a minimum of 60 payments guaranteed. If you die before receiving the minimum 60 payments, the remaining payments will continue to your beneficiary or to your estate, if you have no beneficiary or if your beneficiary predeceased you. The form is called a life annuity with a five-year guaranteed period. If the benefit is payable to your estate it will be paid in a lump sum; a beneficiary may also elect a lump sum in lieu of the annuity.

If You Are Married
If you are married when payments begin, you will receive a reduced benefit for your lifetime. Upon your death, your spouse will receive 50% of your reduced monthly benefit for his or her

lifetime. This form is called a joint and 50% survivor annuity.

Optional Forms of Payment

In addition to the automatic forms of payment, if the lump sum present value of your benefit is more than $5,000 when payments start you may choose an optional payment method. If you are married, you must have your spouse's consent, as explained below.

The following optional forms of payment are available:

Lump Sum Payment
This option pays the lump sum present value of your benefit to you in a lump sum payment. You can elect the lump sum at any time after the earliest date your monthly pension could commence or you may defer it until as late as the first day of the month following the date your attain age 65, which is your normal retirement date. (Special Note: The availability of this option may be restricted based on the funded status of the Retirement Plan at the time the benefit is paid.)

Life Annuity with Five-Year Guaranteed Period
This is the automatic form of payment for single participants. It is an optional form for married participants. This form pays you a full monthly benefit for your lifetime and guarantees that payments will be made for at least five years. If you die before the end of the five-year guaranteed period, your beneficiary will continue to receive your full monthly benefit until the end of the guaranteed period. The beneficiary may elect to receive a lump sum instead. If your beneficiary predeceased you, the remaining benefit will be paid in a lump sum to your estate. If you die after the end of the guaranteed period, no benefits will be payable after your death.

Joint and 50% Survivor Benefit
This form is similar to the automatic form of payment for married participants, except you may name any beneficiary you wish. This option pays a reduced benefit to you for your lifetime. After your death, 50% of your reduced benefit continues to your beneficiary for his or her lifetime.

Joint and 75% Survivor Benefit
This form is similar to the automatic form of payment for married participants, except that you may name any beneficiary you wish and a higher level of benefit is paid to your beneficiary. This option pays a reduced benefit to you for your lifetime. After your death, 75% of your reduced benefit continues to your beneficiary for his or her lifetime.

Joint and 100% Survivor Benefit
This form is similar to the automatic form of payment for married participants, except you may name any beneficiary you wish and a higher level of benefit is paid to your beneficiary. This option pays a reduced benefit to you for your lifetime. After your death, 100% of your reduced benefit continues to your beneficiary for his or her lifetime.

Special Note: If you designate a beneficiary other than your spouse and your beneficiary is more than 10 years younger than you, you may not be permitted to elect a joint and 100% or joint and 75% survivor annuity. This is due to a federal pension rule that limits the total amount of benefits that may be paid to non-spouse beneficiaries. You will be advised if you are affected by this special rule.

Electing an Optional Form of Payment

Within 30 to 180 days before your pension commencement date, the Plan Administrator will give you a written explanation of the forms of payment available and estimates of the monthly amounts payable in the various forms. Generally you may not start payments earlier than 30 days after you have received the written explanation. However, after receiving the written explanation you may elect to have payments start sooner than 30 days, if all of the following requirements have been met:

- You are clearly informed you have at least 30 days after receiving the written explanation to decide when to have your payments begin and to choose a particular optional form of payment;
- You elect a date for your payments to begin and, if applicable, an optional form of payment, after receiving the written explanation;
- You are permitted to change your election until either your payment starting date or seven days following the date you received the written explanation, whichever is later; and
- Payment does not begin sooner than seven days following the day after you receive the written explanation.

In order to elect an optional form of payment, you must specify in writing on the form provided by the Plan Administrator the optional form of payment you wish to receive and, if applicable, designate your beneficiary. ***If you are married, your spouse must consent in writing to the optional form of payment you elect, and any non-spouse beneficiary unless you designate your spouse as your beneficiary and elect a joint and survivor annuity that will pay your spouse after your death a benefit equal to at least 50% of your monthly benefit. A notary public must witness your spouse's signature.*** You may elect, change or revoke your election of a payment option any time before your pension commencement date. Your spouse does not have to consent to your revocation of an election. Your spouse must consent to any new election. You may not change your optional form of payment or beneficiary after you have received your first payment.

Amounts Payable Under Various Forms of Payment

The different payment forms are designed to produce "actuarially equivalent" benefits. What this means is that each form of payment is intended to pay out the same amount of benefits in total, based on average life expectancies.

If your benefit is paid in the form of a joint and survivor annuity, your monthly pension will be actuarially reduced to reflect the fact that survivor benefits may be paid to your beneficiary after your death. The amount of the reduction will be based on your age and your beneficiary's age when payments begin, and on your life expectancies.

The Plan Administrator will give you the dollar amounts of the various pension options upon request or when you get ready to commence your benefit.

If You Are Rehired After You Retire and Start Monthly Pension Payments

Before Age 65: If you retire or terminate and commence your monthly pension benefits and are then reemployed by the Company before age 65, your monthly benefits will stop. When you retire again, you will need to re-elect to start your pension.

After Age 65: If you are receiving your monthly pension benefits and are reemployed by the Company after age 65, your pension payments will continue to be paid under the following circumstances:

- If you are reemployed before incurring a Break in Service, your pension payments will continue until you have completed at least 1,000 hours in the calendar year in which you are reemployed or any subsequent year.
- If you are reemployed after incurring a Break in Service, your pension payments will continue until you have completed a year of Continuous Service

Once you hit one of the above dates, your pension will be suspended for each month in which you work at least 8 days (or 40 hours if you are a part-time employee). When you retire again, your benefit will be adjusted to reflect payments you would have received for any months in which you worked fewer than 8 days (or 40 hours if you are a part-time employee). You will also need to re-elect to start your pension.

Taxation of Your Benefits

Generally, your benefit from the Retirement Plan is taxable when you receive it. If you receive monthly pension payments, federal income taxes are withheld from each monthly payment unless you elect to have no taxes withheld.

If your benefits are distributed in a lump sum payment, you may defer paying taxes on your distribution if you "directly roll it over" into an individual retirement account (IRA) or another eligible employer plan. Payments lasting for your lifetime, and/or your beneficiary's lifetime, are not eligible to be directly rolled over. A direct rollover means that the money is not paid to you, but is instead directly paid to the other retirement plan or IRA. A direct rollover can be done in one of three ways:

- Wire transfer from the Retirement Plan directly to the trustee of the receiving plan,
- Mailing a check to the trustee of the receiving plan payable to the trustee (not to you), or
- Giving you a check payable to the trustee of the receiving plan and instructing you to deliver the check to the trustee.

If you do not roll over a lump sum payment, 20% of it will be withheld for federal income taxes. In addition, if you are under age 55 in the year in which you terminate employment and receive payment before you reach age 59½, your lump sum payment may be subject to an additional 10% federal income tax penalty for early distribution. This penalty tax is in addition to ordinary income taxes.

Under current tax laws you may also roll over a lump sum payment to a Roth IRA. However, you will have to pay taxes on the amount rolled over.

Tax laws are complex and change frequently. When you request a distribution, you will receive the applicable forms and a Special Tax Notice that will describe the tax treatment of your distribution and your rollover rights. Neither the Plan Administrator nor the Company can provide tax advice. Therefore, you should seek independent tax advice from a qualified tax advisor prior to making a distribution election.

Delayed Payment of a Normal Retirement Benefit

Generally if you retire or terminate employment prior to age 65, you must begin to receive payment of your retirement benefit as of the first day of the month following your 65th birthday (your "normal retirement date"). However, there may be circumstances under which the Plan Administrator is unable to begin payment to you as of your normal retirement date (e.g., the Plan Administrator is unable to locate you or other administrative reasons cause a delay.) If payment of your retirement benefit is delayed beyond your normal retirement date, then, when payments actually begin, your benefit will be actuarially increased to reflect the amount of monthly payments you would have received from your normal retirement date to the first day of the month in which monthly payments begin.

Instead of receiving the increased benefit amount described above, you may elect to receive your benefit in the amount that would have been payable to you if payments had begun on your normal retirement date. This date would be considered a "retroactive annuity starting date" (“RASD”). If you make this election, you will begin receiving monthly payments following your election, and you will also receive one lump sum payment equal to the monthly payments you would have received from your normal retirement date to the first day of the month in which your monthly payments begin, together with interest at the IRS prescribed interest rate. If you are married, generally your spouse will have to consent in writing to your election of a RASD and the lump sum payment. Your spouse's written consent must be witnessed by a notary public. You cannot elect a RASD if you elect a lump sum payment of your entire benefit.

If your benefit is delayed as described above and you die before commencing your retirement benefit, similar rules will apply to the death benefit payable to your surviving spouse.

IF YOU BECAME DISABLED PRIOR TO SEPTEMBER 30, 2009

If you were an active employee and, prior to September 30, 2009, became unable to work because of a total and permanent disability that occurred before age 65, you were eligible to receive disability retirement benefits if you had at least 10 years of Continuous Service and qualified for disability insurance benefits under the Social Security Act.

You are not eligible for disability retirement benefits if you become disabled after September 30, 2009.

Amount of Disability Benefits

Disability benefits were calculated using the same formula as for normal retirement, as described in the section entitled "Retirement Plan Benefit Calculation." Disability benefits were not reduced for early commencement. They were calculated using your Credited Service as of the date of your disability retirement.

Form of Payment

Disability benefits were paid under the automatic forms of payment, as described in the section entitled "How You May Receive Your Benefit," unless you chose an optional form of payment. Once you reach your normal retirement age, your disability pension stops and you are entitled to make a new election for your normal retirement benefit. If you choose the same form of payment, the benefit amount will be the same as, or in some cases higher than, your disability pension amount. If you marry after you began receiving a disability retirement benefit, your benefit will automatically change to a joint and 50% survivor annuity, unless your spouse consents to the payment form you were receiving before your marriage. If you are receiving your benefit in the form of a joint and 50% survivor annuity and your spouse dies, the benefit will convert to a life annuity with a five-year guaranteed period.

When Payments Begin

Payments began in the month after you had been disabled for five months, or after you qualified for disability retirement, whichever was later.

Duration of Payments

Your disability retirement benefits will end if you recover from your disability or at your normal retirement date. Payments will end if you die, unless your form of payment provides a survivor annuity. The Retirement Board may require you to submit to a medical exam at any time.

PROTECTION FOR YOUR SPOUSE

Benefit Amount

If you die after becoming vested and before your payments begin, your surviving spouse will be entitled to receive monthly benefits of 50% of the benefit you would have received under the joint and 50% survivor annuity form of payment. (Note: If you elect a joint and 75% or a joint and 100% survivor benefit within 180 days of the date your benefits are to commence and die before your payment commencement date, your surviving spouse's benefit will be based on that form of payment.)

The amount payable to your surviving spouse will be reduced for early payment in the same way that your pension would be reduced for early payment.

When Payments Begin

Generally, payments will be made to your spouse as of the first day of the month following the month in which you would have turned 65 or, if later, in the month following the month in which you die. However, if you die before reaching age 65, with at least 10 or more years of Continuous Service (including service after September 30, 2009), your surviving spouse may elect to begin receiving payments as of the first day of the any month following the month in which you would have reached age 55. Furthermore, if you had completed 30 years of Continuous Service (including service after September 30, 2009) before you died, or if you died after retiring with a disability benefit, payments can begin to your spouse as of the first day of any month following your death.

In lieu of monthly payments, your surviving spouse may elect a lump sum payment of his or her surviving spouse benefit. Your spouse may elect to receive this lump sum benefit in cash (minus mandatory federal income tax withholding) or elect to have the entire benefit rolled to an individual retirement account ("IRA") or another employer's retirement plan. If the present value of the survivor benefit is $5,000 or less it will automatically be paid in a lump sum.

OTHER IMPORTANT INFORMATION

Discretionary Authority of the Plan Administrator

The Plan Administrator has the discretionary authority to interpret the Retirement Plan and to decide factual and other questions relating to the Retirement Plan and Retirement Plan benefits, including, without limitations, questions relating to the eligibility for, entitlement to, and payment of benefits.

How Benefits Are Funded

The Retirement Plan is funded through a trust held by the Trustee named in the "Administration of the Retirement Plan" section. In order to finance the Retirement Plan, the Company contributes to the trust fund certain amounts chosen from a range of contributions recommended by an independent professional actuary to fund benefits according to law. All benefits under the Retirement Plan are then paid only from Retirement Plan assets held in the trust.

Limit on Benefits

Federal law limits the total benefit you can receive from this Retirement Plan and other retirement plans sponsored by the Company or any affiliated company. These limits rarely apply, but you will be notified if they affect you.

Qualified Domestic Relations Orders

In general, your benefits under the Retirement Plan belong to you and under most circumstances, may not be sold, assigned, transferred, pledged, or garnished. However, if you become divorced or separated, certain court orders could require that part of your benefits be paid to someone else – your former spouse or your children, for example. These court orders are known as domestic relations orders. Such orders must be submitted to the Plan Administrator to determine whether they are "qualified domestic relations orders" (QDROs). You may obtain, free of charge, a copy of the Retirement Plan's procedures for processing QDROs by calling or writing the Plan Administrator. As soon as you are aware of any court proceedings that may affect your benefits, contact the Plan Administrator.

Circumstances Affecting Benefits

The Retirement Plan is designed to provide benefits to you after you retire. Because the Retirement Plan is a "qualified" plan, under federal law, your rights to your vested benefits are protected in a number of ways. There are, however, some circumstances that may cause your benefits to be forfeited, delayed, or decreased as follows:

- **Inability to locate you or your beneficiary**. If the Plan Administrator is unable to locate you or any other person to whom payments are being made, benefit payments may be delayed. It is very important that you and/or your beneficiary notify the Plan Administrator whenever there is a change of address. The address and telephone number of the Plan Administrator are in the "Administration of the Retirement Plan" section.
- **Federal limits**. Federal law limits the retirement benefit that certain individuals can receive. You will be notified if this law affects you.
- **Judgments, settlements and tax levies**. Your benefits could also be offset or reduced by any amount you are required to pay to the Retirement Plan as a result of a judgment or settlement against you in connection with a crime involving the Retirement Plan, a civil judgment related to a violation of federal pension law or a breach of fiduciary duties involving the Retirement Plan. In addition, some or all of your benefits could be distributed to satisfy a federal tax levy.
- **Restrictions based on funded status**. The availability of certain lump sum payments and plant shutdown benefits may be restricted based on the funded status of the Retirement Plan.

CLAIMS PROCEDURES

Filing a Claim

You and your beneficiaries may claim Retirement Plan benefits by filing a written request with the Plan Administrator. To evaluate your claim, the Plan Administrator may request additional information from you if necessary.

Note: if your claim is based on a determination of disability, special claims procedures apply. Contact the Plan Administrator for a copy of those procedures.

Decision on Claim

The Plan Administrator may delegate the responsibility to review and respond to a claim to an individual. If the Plan Administrator or its delegate determines that your claim is valid, you will receive a statement specifying the amount of your benefit, the methods of payment, when benefits will commence, and other information related to the payment of your benefits.

If your claim for benefits is denied in full or in part, the Plan Administrator or its delegate will notify you in writing within a reasonable period of time, but no longer than 90 days after you file your claim. If special circumstances require extra time for processing, the deadline may be extended for another 90 days, but you will be notified before the end of the initial 90-day review period of the reasons for the delay and the date by which you may expect a decision.

If your claim is denied, the notice of denial will state the reasons for the denial and the Retirement Plan provisions on which the denial is based. It also will inform you of any additional information or material required to perfect your claim, why the information or material is necessary, and the procedure you must follow to have the Plan Administrator or its delegate review the denial of your claim. If you do not receive a notice of delay or notice of denial within the applicable deadline described above, you may treat the claim as denied.

Appeal Procedures

If your claim is denied, you or your beneficiary(ies) may write to the Plan Administrator to appeal the denial. You generally must appeal a denial within 60 days of the date you receive your denial. Your appeal should include an explanation of why you think the denial is incorrect.

You and your beneficiaries will be allowed to review all documents, guidelines, and other materials that relate to your claim, submit any issues and comments in writing to the Plan Administrator and, if you wish, have someone act as your representative in the review procedure.

Your appeal will be given a full and fair review either by the Plan Administrator or by other Retirement Plan fiduciaries who are not the same individuals who originally denied your claim or the subordinates of those individuals.

If your appeal is denied, you will receive written notice of this denial within a reasonable period of time, but not more than 60 days after receipt of your appeal. There may be times when this 60-day period has to be extended. However, this extension is allowed only when there are special circumstances that must be communicated to you in writing within the initial 60-day period. If there is an extension, a decision will be made as soon as possible, but not later than a total of 120 days after your appeal was received.

The final decision on your appeal of the denial of your claim will be communicated to you in writing. If your appeal is denied, the written notice will include the reasons for the decision and references to the specific Retirement Plan provisions on which the decision was based.

These claims procedures are intended to give you a full and fair opportunity to have your rights, benefits and obligations reviewed. If you wish to pursue a matter outside of the Retirement Plan, you must first exhaust the claims and appeals process outlined above. Once you have exhausted the claims process you may choose to file suit in state or federal court.

AMENDMENT AND TERMINATION OF THE RETIREMENT PLAN

Future of the Retirement Plan

Although Gates Corporation, which is the sponsor of the Retirement Plan, has no present intention to terminate the Retirement Plan, it expressly retains the right to amend, modify, or terminate the Retirement Plan at any time. These powers to amend, modify, or terminate the Retirement Plan are exercisable by the board of directors of Gates Corporation (the "board") or with respect to certain amendments, the Plan Administrator.

Any such action of the board or the Plan Administrator will be evidenced by a written resolution or evidenced by a certification of adoption from the secretary of the board or the Plan Administrator, which is filed with the Retirement Plan document and, to the extent required by applicable law, communicated to participants.

If the Retirement Plan is terminated, available assets will be distributed to participants and beneficiaries in compliance with the Employee Retirement Income Security Act (ERISA).

Effect of Retirement Plan Termination

If the Retirement Plan is wholly or partially terminated, all affected participants become fully vested in their accrued benefit, but only to the extent of funding at the time of the termination. (This provision does not extend to former participants who forfeited service that preceded a five-year Break in Service.) At any given time, the Retirement Plan might not be fully funded so as to be able to pay out all benefits.

The Retirement Plan provides that, on its termination, the assets of the trust fund, minus appropriate expenses of administration of the liquidation, will be allocated in accordance with applicable law. If Retirement Plan assets are not sufficient to fully provide the benefits of all participants, spouses, and other beneficiaries, some individuals may not receive any benefits at all from the Retirement Plan's assets.

If, however, the Retirement Plan has more than enough assets to provide all retirement benefits, the remaining assets in excess of those necessary to provide all benefits will be deemed an actuarial surplus and returned to the Company. Any surplus will not be allocated to increase the benefits of participants.

The Company is not liable for paying benefits under the Retirement Plan. Only the Retirement Plan itself can pay benefits. The only recourse you have for the nonpayment of benefits is to the Retirement Plan or to the Pension Benefit Guaranty Corporation (PBGC), not the Company. Unless otherwise required by applicable law, the Company is not obligated to make any contributions to the Retirement Plan after the date the Retirement Plan terminates.

Effect on Employment

Participation in the Retirement Plan does not give you the right to continued employment with the Company, nor does it entitle you to benefits, except as provided by the Retirement Plan.

Insurance for the Retirement Plan

The PBGC, a federal insurance agency, insures your retirement benefits under this Retirement Plan. The Company is required to pay an annual PBGC premium on behalf of each Retirement Plan participant. If the Retirement Plan terminates without enough money to pay all benefits, the PBGC will step in to pay retirement benefits. Most people will receive all of the retirement benefits they would have received under the Retirement Plan, but some people may lose certain benefits.

The PBGC guaranty generally covers:

- Normal and early retirement benefits,
- Disability benefits if you become disabled before the Retirement Plan terminates, and
- Certain benefits for your survivors.

The PBGC guaranty generally does not cover:

- Benefits exceeding the maximum amount guaranteed by law for the year in which the Retirement Plan terminates,
- Some or all benefit increases and new benefits based on Retirement Plan provisions that have been in place for fewer than five years at the time the Retirement Plan terminates,
- Benefits that are not vested because you have not worked long enough for the Company,
- Benefits for which you have not met all of the requirements at the time the Retirement Plan terminates,
- Certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Retirement Plan's normal retirement age, and
- Non-retirement benefits such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

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

For more information about the PBGC and the benefits it guarantees, ask the Plan Administrator or write to:

PBGC Technical Assistance Division
1200 K Street N.W.
Suite 930
Washington, DC 20005-4026

You may also call the PBGC Technical Assistance Division at 202-326-4000 (not a toll-free number) or 800-400-7242 (a toll-free number). TTY/TDD users may call the federal relay service toll-free at 800-877-8339 and ask to be connected to 202-326-4000.

Additional information about the PBGC's pension insurance program is available through the PBGC's Web site: www.pbgc.gov.

YOUR RIGHTS UNDER ERISA

As a participant of the Retirement Plan, you have certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

Receive Information About Your Retirement Plan and Benefits

ERISA provides that all participants shall be entitled to:

- Examine without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Retirement Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Retirement Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of the documents governing the Retirement Plan, including insurance contracts and collective bargaining agreements, copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may impose a reasonable charge for copies.
- Receive a copies of the Retirement Plan's annual funding notice and summary annual report. The Plan Administrator is required by law to furnish each participant with a copy of these notices.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Retirement Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan Administrator must provide the statement free of charge.

Prudent Actions of Retirement Plan Fiduciaries

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

Enforcement of Your Rights

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

Under ERISA, there are steps you can take to enforce the rights listed above. For instance, if you request a copy of the Retirement Plan document or the latest annual report and do not receive it within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive them, unless they were not sent for reasons beyond the control of the Plan Administrator.

If your claim for benefits is denied or ignored in whole or in part, you may file suit in state or federal court provided you have exhausted your administrative remedies under the Retirement Plan as discussed in the "Claims Procedures" section. In addition, if you disagree with the Plan Administrator's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Retirement Plan fiduciaries misuse Retirement Plan money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and legal fees (for example, if the court finds your claim is frivolous).

Assistance with Your Questions

If you have any questions about the Retirement Plan, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue N.W.
Washington, DC 20210

You also may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 866-275-7922 or by visiting its website at www.dol.gov/ebsa.

ADMINISTRATION OF THE RETIREMENT PLAN

Name of the Retirement Plan	The Gates Group Retirement Plan (contained in the Core Doc. and Doc. 2 for Appendix K Participants of The Gates Group Retirement Plan)
Type of Plan	Defined Benefit Pension Plan
Plan Sponsor	Gates Corporation 1144 Fifteenth Street, Suite 1400 Denver, CO 80202 (833) 243-5748
EIN of Plan Sponsor	84-0857401
Plan Number	333
Plan Administrator	Gates Retirement Board c/o Gates Corporation 1144 Fifteenth Street, Suite 1400 Denver, CO 80202 (833) 243-5748
Name and Address of Trustee	Northern Trust Company 50 S. LaSalle Street Chicago, IL 60675
Agents Designated for Acceptance of Service of Legal Process	CT Corporation, as Registered Agent 1209 Orange Street Wilmington, DE 19801 Legal process on matters relating to the Retirement Plan may also be served in the name of the Retirement Plan on the Plan Administrator or Trustee at the addresses listed above.
Plan's Fiscal Year (Plan Year)	January 1 through December 31
Obtaining Plan Forms	Plan forms can be obtained by calling the Gates Benefits Department at (833) 243-5748

Information Disclaimer

This SPD summarizes the provisions of the Retirement Plan, but is not a substitute for the Retirement Plan and does not give you any right to benefits. The official Retirement Plan document and trust document, together with any policies established by the Plan Administrator, legally govern the operation of the Retirement Plan. If there is a discrepancy between this SPD and the official Retirement Plan document, the Retirement Plan document will govern. Participants and beneficiaries of participants should not rely on any oral description of the Retirement Plan provisions. The interpretation of the Plan Administrator of the provisions of the Retirement Plan is the final authority.

EXHIBIT 1
FACTORS FOR DETERMINING MATCHMAKER PLAN OFFSET

Retirement Dollar Factors (per each $1,000 of Core Balance):

Nearest Age at Termination of Service	Continuous Service at Termination		
	Less than 10 Years	10 to 30 Years	Over 30 Years
20	$276	N/A	N/A
21	257	N/A	N/A
22	239	N/A	N/A
23	222	N/A	N/A
24	206	N/A	N/A
25	192	N/A	N/A
26	178	$130	N/A
27	166	121	N/A
28	154	112	N/A
29	143	104	N/A
30	133	97	N/A
31	124	90	N/A
32	115	84	N/A
33	107	78	N/A
34	100	72	N/A
35	93	67	N/A
36	86	63	N/A
37	80	58	N/A
38	74	54	N/A
39	69	50	N/A
40	64	47	N/A
41	60	43	N/A
42	55	40	N/A
43	51	37	N/A
44	48	35	N/A
45	44	32	8
46	41	30	8
47	38	28	8
48	35	26	8
49	33	24	8
50	30	22	8
51	28	21	8
52	26	19	8
53	24	18	8
54	22	16	8
55	21	15	8
56	19	14	8
57	18	13	8
58	16	12	8
59	15	11	8
60	14	10	8
61	13	9	8
62	12	8	8
63	11	8	8
64	10	8	8
65	8	8	8

For purposes of this Appendix, age is rounded to the nearest age. Continuous Service is not rounded.

EXHIBIT 2
BENEFITS FOR OTHER GROUPS OF EMPLOYEES COVERED BY THE GATES GROUP RETIREMENT PLAN

In addition to the benefits described in this SPD, The Gates Group Retirement Plan provides benefits for other groups of employees. The benefits for the other groups are described in separate SPDs. Following is a summary of the other groups that have been covered:

<u>Applicable Doc.</u>	**<u>Description of Group</u>**
Doc. 1 and Doc. 3	Collectively bargained employees of Gates who were represented by the United Steel Workers and USW Union, Local Union #8031 AFL-CIO. (Prior to July 1, 1995, the union was Local #154 of the United Rubber, Cork, Linoleum and Plastic Workers of America (URCLPWA). Effective July 1, 1995 through June 4, 2003, the union was Local #154 of the united Steelworkers of America (AFL-CIO-CLC).) Collectively bargained employees of Gates at the following locations: Denver – Print Shop Elizabethtown Belt & Hose Local #780 – United Steelworkers of America PolyFlex IUE-CWA Local 83766 Los Angeles – Distribution Center Local #495 Galesburg – Local #685 – United Steelworkers of America
Doc. 2, Appendix J	<u>All Field Salespersons</u> <u>All Transportation Drivers</u> <u>All Distribution Center Employees at the Following Locations</u> Chicago, IL (prior to December 31, 1995) Portland, OR (prior to November 1, 1985) Florence, KY Lithonia, GA Los Angeles, CA (prior to November 23, 2001) Dallas, TX <u>Denver, CO</u> Salaried Employees Distribution Center Employees Gates Clinic, Inc. (prior to August 15, 1988, The Gates Mutual Benefit Club) The New Horizons Community Credit Union (formerly the Gates Credit Union) (prior to May 1, 1999) Industrial Manufacturing National Products <u>Los Angeles, CA</u> Salaried Employees <u>Chambersburg, PA</u> All Non-Bargaining Employees <u>Elizabethtown, KY Belt & Hose</u> Salaried Employees (prior to June 30, 2004)

Elizabethtown, KY Polyflex
Salaried Employees

Galesburg, IL
Salaried Employees

Gates Energy Products
Warrensburg - All Non-Bargaining Employees (prior to December 18, 1993)
Gainesville - All Non-Bargaining Employees (prior to August 29, 1993 except for Aerospace division which is prior to January 1, 1994)
El Paso - All Non-Bargaining Employees (prior to August 29, 1993)

Gates Formed-Fibre Products, Inc.
All Non-Bargaining Employees (prior to August 23, 2003)

Gates Land
All Non-Bargaining Employees (prior to July 30, 1996)

Gates Molded Products (prior to September 1, 1993)
Brenham - Non-Production Employees
Houston - All Non-Bargaining Employees
Wichita Falls - Salaried Employees

Gates Power Drive Products, Inc.
All Non-Bargaining Employees (prior to January 1, 1990)

Iola, KS
All Non-Bargaining Employees

Moncks Corner, SC
All Non-Bargaining Employees

Rockford, IL
All Non-Bargaining Employees

Siloam Springs, AR (opened in 1976)
All Non-Bargaining Employees

A Bar A
All Non-Bargaining Employees (prior to July 30, 1996)

Big Creek
All Non-Bargaining Employees (prior to July 30, 1996)

Columbia, MO (Effective May 1, 2002)
All Non-Bargaining Employees who, at any time prior to their employment at or transfer to Columbia, MO, were previously eligible to participate in Doc. 1, Doc. 2 or Doc. 3.

Greenville, NC (Effective May 1, 2002)
All Non-Bargaining Employees who, at any time prior to their employment at or transfer to Greenville, SC, were previously eligible to participate in Doc. 1, Doc. 2 or Doc. 3.

Bloomfield Hills, MI
Salaried Employees

Rochester Hills, MI
Salaried Employees

Salt Lake City, UT
Salaried Employees

Doc. 5.	Collectively bargained employees of Schrader-Bridgeport, Inc. (and predecessor employers H. B. Egan Manufacturing Co. (a Division of Bridge Products, Inc.) and Camel Tire Care Products) who were represented by Local Union No. 569 of the International Union of the United Rubber, Cork, Linoleum and Plastic Works of America, AFL-CIO.
Doc. 6	Salaried and non-union hourly employees of Schrader Bridgeport, Inc. and Schrader-Bridgeport International, Inc. (and predecessor employers Arvin Industries, Inc., Schrader Inc., Schrader Automotive, Inc., and Scovill Inc.).
Doc. 7	Salaried employees of Stant Corporation, Stant Manufacturing Inc. (and predecessor employer Stant Inc.), Standard-Thomson Corporation, Ideal Clamp Products, Inc. (formerly Epicor Industries, Inc. including the Ideal Division and the Plews-Edelmann Division), Trico Products Corporation, and Trico Technologies Corporation
Doc. 8	Non-union hourly employees of Epicor Industries, Inc., who were employed at the following facilities: Dixon, Illinois Granite Falls, Minnesota Columbia, Missouri Eden Prairie, Minnesota St. Augustine, Florida Plews/Edelmann Division in Spencer, Iowa. Non-union hourly employees of Parker-Hannifin Corporation, who immediately prior to December 1, 1989, were covered by the following plans: Parker-Hannifin Corporation Plews Division Granite Falls, Minnesota Hourly-Wage Employees Pension Plan, Parker Hannifin Corporation Eden Prairie, Minnesota Hourly-Wage Employees Pension Plan Parker-Hannifin Corporation Dixon, Illinois Hourly-Wage Employees Pension Plan, or Parker-Hannifin Corporation Columbia, Missouri Hourly-Wage Employees Pension Plan. Non-union hourly employees of Trico Products Corporation who were employed at the Vanceboro, North Carolina facility on or after January 1, 1997.
Doc. 9	Salaried employees of Stant Corporation, Stant Manufacturing Inc., Standard-Thomson Corporation, Trico Products Corporation, and Trico Technologies Corporation.
Doc. 10	Collectively bargained hourly employees of Trico Products Corporation.
Doc. 11	Collectively bargained hourly employees of FEDCO Automotive Components Company, Inc. prior to the sale of its assets effective December 28, 2002 represented by the United Steelworkers of America, AFL-CIO-CLC, Local Union 1753.