

THE GATES GROUP RETIREMENT PLAN
(Amended and Restated Effective as of January 1, 2012)

Doc. 2

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ARTICLE 1. DEFINITIONS

In addition to the definitions contained in the Core Doc., the following words and phrases when used in this Doc. 2 shall have the following meanings, unless a different meaning is plainly required:

- 1.1 "Annuity Starting Date"** means the first day of the first period for which an amount is paid as an annuity or any other form. However, the Annuity Starting Date for a Member who Retires on a Disability Retirement Pension under Section 4.5 shall be his Normal Retirement Date.
- 1.2 "Appendix"** means the various appendices to this Doc. 2 that contain special information and tables. Certain historical appendices have been deleted because they affect only participants who Retired or terminated prior to the Effective Date of this amended and restated Doc. 2. Following is a summary of the current and historical appendices:
- (a) **"Appendix A"** means Equivalent Actuarial Value Factors for determining the reduction for early commencement of a Vested Termination Pension for Members who terminated before July 1, 1993.
 - (b) **"Appendix B"** was an Appendix that contained special provisions applicable to former members of The Murray Rubber Company Salaried Retirement Plan. This Appendix has been deleted.
 - (c) **"Appendix C"** was an Appendix that contained special provisions applicable to certain field salesmen of The Industrial Sales Division. This Appendix has been deleted.
 - (d) **"Appendix D"** was an Appendix that contained special provisions applicable to employees of the Country Club of Colorado. This Appendix has been deleted.
 - (e) **"Appendix E"** was an Appendix that contained special provisions applicable to employees of Kansas City Garden Hose Distribution Center. This Appendix has been deleted.
 - (f) **"Appendix F"** was an Appendix that contained special provisions applicable to former members of The Uniroyal Power Transmission Company Pension Plan. This Appendix has been deleted.
 - (g) **"Appendix G"** was an Appendix that contained special provisions applicable to employees of Gates Energy Products. This Appendix has been deleted.
 - (h) **"Appendix H"** was an Appendix that contained special provisions applicable to employees of Gates Molded Products Spencer Road. This Appendix has been deleted.
 - (i) **"Appendix I"** was an Appendix that contained special provisions applicable to employees of Gates Formed-Fibre Products, Inc. and Gates Power Drive Products, Inc. This Appendix has been deleted.
 - (j) **"Appendix J"** means the list of locations, subsidiaries, collective bargaining units and/or employee classifications authorized to participate in Doc. 2 since its inception.

Effective September 30, 2009, accruals under Appendix J were frozen, as provided in the applicable Sections of this Doc. 2.

- (k) **"Appendix K"** means the list of locations, subsidiaries, collective bargaining units and/or employee classifications authorized to participate in the document that was formerly referred to as Doc. 4 prior to January 1, 1989 and who became covered by this Doc. 2 effective January 1, 1989. Effective September 30, 2009, accruals under Appendix K were frozen, as provided in the applicable Sections of this Doc. 2.
- (l) **"Appendix L"** means the table used to calculate supplemental Early Retirement Pensions for Members described in Appendix J.
- (m) **"Appendix M"** means the table of factors for use in determining the Matchmaker Plan Offset.
- (n) **"Appendix N"** was an Appendix in Amendment No. 7 to the January 1, 1989 amended and restated Doc. 2 and such Appendix N contained the table of special provisions applicable to certain retired members of Appendix J. This Appendix has been deleted.
- (o) **"Appendix O"** means the Appendix added to the Plan effective March 31, 1999 that provides certain additional benefits to certain Members affected by the March 31, 1999 reduction of corporate staffing.
- (p) **"Appendix P"** means the Appendix added to the Plan effective April 30, 1999 that provides certain additional benefits to the Members described in Appendix P who were affected by the April 30, 1999 reduction of flight operations staffing.
- (q) **"Appendix Q"** means the Appendix added to the Plan effective March 31, 2001 that provides certain additional benefits to certain Members affected by the March 31, 2001 reduction of corporate staffing.

1.3 "Average Eligible Earnings" means, with respect to a Member covered under Appendix J, the Member's average annual Eligible Earnings during the 60 consecutive months of his Continuous Service as an Eligible Employee, or during all of the months of his Continuous Service as a Member if less than 60 months, in which he received his highest Eligible Earnings from the Company. For a Part-Time Employee who is a Member, Eligible Earnings for the period shall be adjusted to a Full-Time basis. Notwithstanding the foregoing, the following special rules shall apply:

- (a) In the case of a Member who has a Break in Service and whose prior Continuous Service is aggregated with his subsequent Continuous Service, such aggregated periods of Continuous Service shall be deemed to be contiguous for purposes of calculating the 60 consecutive months in which the Member received the highest Eligible Earnings from the Company.

- (b) If a Member ceases to be an Eligible Employee because he is transferred to an Affiliated Company and becomes eligible to participate in Doc. 7 (which is referred to as the Stant Retirement Plan for Salaried Employees), such Member's Average Eligible Earnings shall include Eligible Earnings paid to such Member for services rendered to the Affiliated Company.
- (c) With respect to the calculation of a Member's minimum benefit under Section 3.5(d), such Member's Average Eligible Earnings shall include Eligible Earnings while the Member was covered by Appendix K, Doc. 1 and/or Doc. 3.

Notwithstanding the foregoing provisions of this Section 1.3, effective September 30, 2009, Average Eligible Earnings shall not include any Eligible Earnings after September 30, 2009.

- 1.4 "Beneficiary"** means any person named by a Member by written designation filed with the Retirement Board to receive payment after the Member's death. Notwithstanding the foregoing, a married Member's Beneficiary shall be his spouse unless Spousal Consent approving the designation of another person to receive payments after the Member's death is on file with the Retirement Board as of the Member's date of death. If no Beneficiary designation is in effect at the Member's death or no person so designated survives the Member and there is no surviving spouse, the Beneficiary shall be the Member's estate. Any benefits payable to a Member's estate shall be paid in a lump sum of Equivalent Actuarial Value.
- 1.5 "Break in Service"** means a period which constitutes a break in an Employee's Continuous Service, as provided in Article 3.
- 1.6 "Career Earnings"** means, with respect to a Member covered by Appendix K, the Employee's aggregate Eligible Earnings received from the Company. Prior to January 1, 1988, Career Earnings meant an Employee's aggregate Eligible Earnings received from the Company prior to his Normal Retirement Date. Career Earnings shall not be recognized prior to October 1, 1979.

If a Member ceases to be an Eligible Employee because he is transferred to an Affiliated Company and becomes eligible to participate in Doc. 7 (which is referred to as the Stant Retirement Plan for Salaried Employees), such Member's Career Earnings shall include Eligible Earnings received from such Affiliated Company.

Notwithstanding the foregoing, effective September 30, 2009, Eligible Earnings after September 30, 2009 shall not be counted as Career Earnings.

- 1.7 "Continuous Service"** means service recognized for purposes of determining eligibility for membership in the Plan and eligibility for benefits under the Plan, as provided in Article 2 and Article 3.
- 1.8 "Credited Service"** means service recognized for purposes of computing the amount of any benefit, as provided in Article 3. Notwithstanding any other provisions of the Plan to the contrary, no Credited Service shall be credited after September 30, 2009.
- 1.9 "Eligible Earnings"** means the total cash remuneration paid to an Employee for services rendered to the Company, including regular pay, task incentive pay, vacation pay, sick leave pay, overtime pay, shift premiums, reporting-for-work pay, holiday pay, instructor's pay,

funeral leave pay, military reserve training pay, commissions and annual bonuses, subject to the following special rules:

- (a) Eligible Earnings shall exclude moving expense reimbursement, annual service participation awards voluntarily paid by the Company, profit improvement awards, marketing incentive awards, any amount added to the monetary compensation of an Employee to reimburse such Employee for the additional costs associated with employment by a foreign affiliate (as defined in Code Section 3121(l)) and post-Severance Date payments, such as bonuses and payments in lieu of vacation.
- (b) Eligible Earnings for a period of absence that is counted as Credited Service shall be the Member's rate of Eligible Earnings in effect immediately before the period of absence. With respect to any period of absence that is counted as Credited Service as a result of an Employee's service in the uniformed services of the U.S., Eligible Earnings for the period of absence will be the rate the Member would have received during the period of absence for service in the uniformed services of the U.S., or, if such rate is not reasonably certain, Eligible Earnings for such period of absence shall be based on the Member's rate of compensation during the 12-month period immediately preceding the period of absence (or if shorter, the period of employment immediately preceding the absence).
- (c) Eligible Earnings for a Member who is employed by The New Horizons Community Credit Union (formerly the Gates Credit Union) shall not include any compensation paid to the Member after April 30, 1999.
- (d) If a Member ceases to be an Eligible Employee because he is transferred to an Affiliated Company and becomes eligible to participate in Doc. 7 (which is referred to as the Stant Retirement Plan for Salaried Employees), such Member's Eligible Earnings shall include compensation similar in nature to the compensation described in this Section that is paid to such Member for services rendered to the Affiliated Company.
- (e) Eligible Earnings shall be determined prior to any reduction for an Employee's Code Section 125, 132(f) or 401(k) elective contributions.
- (f) For any Plan Year commencing on or after January 1, 2002, Eligible Earnings taken into account for any purpose under the Plan shall not exceed \$200,000, as adjusted from time to time by the Secretary of the Treasury in accordance with Code Section 401(a)(17). For purposes of determining benefit accruals in Plan Years beginning after December 31, 2001, Eligible Earnings for Plan Years beginning before January 1, 2002 shall not exceed \$200,000 provided, however, that such limit shall not apply so as to reduce the amount of the Member's frozen accrued benefit determined as of December 31, 1993, based on the Member's Eligible Earnings and years of Credited Service to that date under the terms of the Plan then in effect. Notwithstanding the foregoing, effective September 30, 2009, the limit on Eligible Earnings under Code Section 401(a)(17) shall be pro-rated for the 2009 Plan Year as required by Code Section 401(a)(17) and the regulations thereunder.

Notwithstanding the foregoing provisions of this Section 1.9, Eligible Earnings shall not include any earnings after September 30, 2009. The exclusion of earnings after September 30, 2009 under this Section 1.9 does not in any way affect the calculation of a Member's

hypothetical account balance under The Gates Matchmaker Plan pursuant to Section 4.1(b)(3)(i), which assumes Company Basic Contributions are contributed to The Gates Matchmaker Plan in accordance with the terms of that plan.

- 1.10 "Eligible Employee"** means an Employee of the Company described in Appendix J or Appendix K of this Doc. 2. Notwithstanding the foregoing, no Employee shall become an Eligible Employee under this Doc. 2 after September 30, 2009.
- 1.11 "Employment Commencement Date"** means the first day on which a person commences employment with the Company or an Affiliated Company.
- 1.12 "Equivalent Actuarial Value"** means the equivalent value determined on the following bases:
- (a) For purposes of determining all optional forms of payment other than lump sums and, for determining benefits payable pursuant to a separate interest qualified domestic relations order, the interest rate shall be an annual rate of interest of 8% and the mortality assumption shall be based on the 1983 Group Annuity Mortality Table for Males.
 - (b) For purposes of calculating lump sum payments, the interest rate shall be the IRS Interest Rate and the mortality assumption shall be based on the IRS Mortality Table.
 - (c) For Members who are eligible to receive Vested Termination Pensions and who separated from service prior to July 1, 1993, the early commencement factors in Appendix A, Table of Actuarial Equivalent Value Factors, shall be used.
- 1.13 "5 Years Certain and Life Annuity"** means an unreduced monthly Pension payable for the life of a Member with the provision that if the Member dies before 60 monthly payments have been made, the remainder of such payments shall be made to his Beneficiary if such Beneficiary is then living, or otherwise to the estate of the Member. Any benefits payable to a Member's estate under the preceding sentence shall be paid in a lump sum. Any benefits payable to a Member's Beneficiary under the second preceding sentence may, at the election of such Beneficiary on such form as the Retirement Board may prescribe, be paid in a lump sum equal to the Equivalent Actuarial Value of the remaining payments.
- 1.14 "Full-Time Employee"** means any Employee who, on the basis of his regular stated work schedule, is classified as Full-Time by the Company.
- 1.15 "Hour of Service"** means, with respect to any applicable computation period:
- (a) each hour for which an Employee is paid or entitled to payment for the performance of duties for the Company or an Affiliated Company;
 - (b) each hour for which an Employee is paid or entitled to payment by the Company or an Affiliated Company on account of a period during which no duties are performed, whether or not the employment relationship has terminated, due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence, but not in excess of 501 hours for any such single continuous period;

- (c) each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Company or an Affiliated Company, excluding any hours credited under clause (a) or (b), which shall be credited to the computation period or periods to which the award, agreement or payment pertains, rather than to the computation period in which the award, agreement or payment is made;
- (d) solely for purposes of determining whether an Employee has incurred a Break in Service under the Plan, each hour for which an Employee would normally be credited under paragraph (a) or (b) during a period of Parental Leave, but not more than 501 hours for any single continuous period (Notwithstanding the foregoing, the number of hours credited to an Employee under this paragraph (d) during the computation period in which the Parental Leave began, when added to the hours credited to an Employee under paragraphs (a) through (c) during that computation period, shall not exceed 501. If the number of hours credited under this paragraph (d) for the computation period in which the Parental Leave began is zero, the provisions of this paragraph (d) shall apply as though the Parental Leave began in the immediately following computation period.); and
- (e) solely for purposes of determining whether an Employee has incurred a Break in Service under the Plan, each hour for which an Employee would normally be credited under paragraph (a) or (b) during a period of unpaid leave for the birth, adoption, or placement of a child; to care for a spouse or other immediate family member with a serious illness; or for the Employee's own illness, all pursuant to the Family and Medical Leave Act of 1993.

No hours shall be credited on account of any period during which the Employee performs no duties and receives payment solely for the purpose of complying with workers' compensation, unemployment compensation or disability insurance laws. The Hours of Service to be so credited shall be determined pursuant to Title 29 of the Code of Federal Regulations, Sections 2530.200b-2(b) and (c).

- 1.16 "Matchmaker Plan Offset"** means the annuitized value of a Member's hypothetical account balance in The Gates Matchmaker Plan, as determined in accordance with Section 4.1(b)(3).
- 1.17 "Member"** means any person included in the membership of this Doc. 2 as provided in Article 2, including a person whose Pension is determined to be zero because of the Matchmaker Plan Offset.
- 1.18 "Normal Retirement Date"** means the first day of the month following the attainment of age 65.
- 1.19 "Parental Leave"** means a period in which an employee is absent from work immediately following active employment because of the employee's pregnancy, the birth of the employee's child, or the placement of a child with the employee in connection with the adoption of that child by the employee, or for purposes of caring for that child for a period beginning immediately following that birth or placement.
- 1.20 "Part-Time Employee"** means any Employee who, on the basis of his regular stated work schedule, is classified as Part-Time or temporary by the Company, whether such Part-Time

Employee or temporary Employee is classified by the Company as "benefits eligible" or "benefits ineligible."

1.21 "Pension" means monthly payments payable to a Member or his Beneficiary. The following types of Pensions are payable under this Doc. 2:

- (a) Disability Retirement Pension means a Pension payable to a Member who has 10 or more years of Continuous Service and terminates prior to age 65 due to disability. The provisions describing such Pension are contained in Section 4.5.
- (b) Early Retirement Pension means a Pension payable prior to a Member's Normal Retirement Date, other than a Disability Retirement Pension or a Vested Termination Pension. An Early Retirement Pension that commences prior to a Member's attainment of age 62 may be a reduced Pension. The provisions describing such Pension are contained in Section 4.3, Section 4.4, Section 6.2(f) (effective October 1, 2002), and Section 6.2(g) (effective October 4, 2003).
- (c) Late Retirement Pension means a Pension payable to a Member commencing after his Normal Retirement Date. The provisions describing such Pension are contained in Section 4.2.
- (d) Normal Retirement Pension means a Pension payable to a Member commencing on his Normal Retirement Date. The provisions describing such Pension are contained in Section 4.1.
- (e) Surviving Spouse's Pension means a Pension payable to the surviving spouse of a Member who dies while in active service after becoming eligible for a Pension or after Retiring or terminating with eligibility for a Pension but before his Annuity Starting Date. The provisions describing such Pension are contained in Section 4.8.
- (f) Vested Termination Pension means a Pension payable to a Member who terminates from the Company and all Affiliated Companies after becoming vested under Section 4.7, provided such Member is not eligible for any other Pension under the Plan. The provisions describing such Pension are contained in Section 4.7.

1.22 "Qualified Joint and Survivor Annuity" means an annuity that is of Equivalent Actuarial Value to the 5 Years Certain and Life Pension and that is payable for the life of the Member with the provision that after the Member's death, a Pension of one-half that amount shall continue to be paid monthly during the life of, and to, the spouse to whom the Member was married on his Annuity Starting Date.

1.23 "Reemployment Commencement Date" means the date on which a person who, having separated from service with the Company and all Affiliated Companies, resumes employment with the Company or any Affiliated Company.

1.24 "Retire" or "Retirement" means termination of employment from the Company and all Affiliated Companies with eligibility for an immediate Pension or retirement award (including a Pension the amount of which is determined to be zero solely because of the Matchmaker Plan Offset). Retirement does not include a termination of employment with eligibility only for a Vested Termination Pension.

- 1.25 "Retirement Date"** refers to one of the criteria used in determining a Member's eligibility for retiree medical coverage under certain retiree medical plans maintained by The Gates Corporation and means the day immediately following the day a Member terminates employment with the Company and all Affiliated Companies with eligibility for an immediate pension or retirement award. A Member who terminates employment with the Company and all Affiliated Companies only with eligibility for a Vested Termination Pension shall not be considered to have a Retirement Date.
- 1.26 "Severance Date"** means, with respect to employment with the Company and all Affiliated Companies, the earlier of:
- (a) the date a Full-Time Employee quits, Retires, is discharged, laid off or dies; or
 - (b) the last day of an authorized leave of absence or, if later, the first anniversary of the date on which a Full-Time Employee is first absent from service, with or without pay, for any other reason, such as vacation, sickness, disability or leave of absence.
- 1.27 "Social Security Retirement Age"** means age 65 with respect to a Member who was born before January 1, 1938; age 66 with respect to a Member who was born after December 31, 1937 and before January 1, 1955; and age 67 with respect to a Member who was born after December 31, 1954.
- 1.28 "Spousal Consent"** means written consent given by a Member's spouse to an election made by the Member which specifies the form of Pension and Beneficiary designated by the Member. The specified form or specified Beneficiary shall not be changed unless further Spousal Consent is given, or the spouse expressly waives the right to consent to any future changes. Spousal Consent shall be witnessed by a Plan representative or notary public and shall acknowledge the effect on the spouse of the Member's election. The requirement for Spousal Consent may be waived by the Retirement Board if it is established that there is no spouse, that the spouse cannot be located, that a legal separation has occurred or for such other reasons as may be established by applicable regulations. Spousal Consent shall be applicable only to the particular spouse who provides such consent.

ARTICLE 2. REQUIREMENTS FOR MEMBERSHIP

2.1 Criteria for Eligible Employees to Become Members

(a) No New Members on or After January 1, 1990

No Eligible Employee hired by the Company on or after January 1, 1990, shall be permitted to become a Member of Doc. 2.

(b) Existing Members Have Continued Membership

Every Eligible Employee who was a Member on December 31, 2011 shall continue to be a Member on and after January 1, 2012.

(c) Membership Criteria for Historical Purposes

Effective January 1, 1988, an Eligible Employee became a Member of the Plan as of the first day of the calendar month, on or immediately after the later of:

- (i) the date he completed one year of Continuous Service or
- (ii) his 21st birthday.

Prior to January 1, 1988, Employees hired after their 60th birthdays were not permitted to be Members of the Plan.

2.2 Membership upon Reemployment

If an Eligible Employee who has become a Member under Doc. 2 separates from service and is reemployed, he shall become a Member as of his Reemployment Commencement Date.

All reemployment situations shall be covered by Article 3.

ARTICLE 3. SERVICE

3.1 Continuous Service

(a) Full-Time Employees

- (1) Elapsed Time. The crediting of Continuous Service for a Full-Time Employee shall be based on the Full-Time Employee's period of employment with the Company or an Affiliated Company, commencing on the Employee's Employment Commencement Date and ending on the Employee's Severance Date.

If a Full-Time Employee's employment is terminated and he is later reemployed within one year, the period between his Severance Date and his Reemployment Commencement Date shall be included in his Continuous Service. However, if his employment is terminated during a period of absence from service for reasons such as vacation, sickness, disability, layoff or leave of absence approved by the Company or an Affiliated Company, Continuous Service shall be counted for the period from his Severance Date to his Reemployment Commencement Date only if he is reemployed within one year of the first day of that absence.

- (2) Break in Service. Except as otherwise provided herein, a Full-Time Employee shall incur a Break in Service if he is not reemployed within one year after a Severance Date. However, if the Full-Time Employee's employment is terminated or if the Full-Time Employee is otherwise absent from work because of Parental Leave, a Break in Service shall occur only if the Employee is not reemployed or does not return to active service from Parental Leave within two years of his Severance Date. The first year of such absence for Parental Leave, measured from a Full-Time Employee's Severance Date, shall not be considered in determining the Employee's Break in Service.
- (3) Restoration of Service Following a Break in Service. With respect to any Member who is an Eligible Employee on or after October 1, 1995, Continuous Service earned before a Break in Service shall be restored immediately upon the Member's reemployment following a Break in Service. With respect to a Member who is not an Eligible Employee on or after October 1, 1995, the treatment of his Continuous Service earned before a Break in Service shall be determined in accordance with the provisions of the Plan in effect on September 30, 1995.

(b) Part-Time Employees

- (1) Hours Counting. Except as otherwise provided herein, a Part-Time Employee shall be credited with a year of Continuous Service for each calendar year in which he completes at least 1,000 Hours of Service and no Continuous Service shall be credited for any calendar year in which he completes less than 1,000 Hours of Service. If as a result of the crediting of a partial year of Credited Service under Section 3.2(b), a Part-Time Employee's Continuous Service

totals less than his Credited Service, such Part-Time Employee shall be deemed to have Continuous Service equal to his Credited Service.

- (2) Break in Service. Except as otherwise provided herein, a Part-Time Employee shall incur a Break in Service for each calendar year after the year in which the Part-Time Employee first becomes employed during which he does not complete more than 500 Hours of Service.
- (3) Restoration of Service Following a Break in Service. With respect to any Member who is an Eligible Employee under this Doc. 2 on or after October 1, 1995, Continuous Service earned before a Break in Service shall be restored immediately upon the Member's reemployment following a Break in Service. With respect to a Member who is not an Eligible Employee in this Doc. 2 on or after October 1, 1995, the treatment of his Continuous Service earned before a Break in Service shall be determined in accordance with the provisions of the Plan in effect on September 30, 1995.

(c) Service in the Uniformed Services

If an Employee is absent from the service of the Company or an Affiliated Company because of service in the uniformed services of the United States (as defined in Sections 4303(13) and 4303(16) of the Uniformed Services Employment and Reemployment Rights Act of 1994) and if he returns to the service of the Company or an Affiliated Company or applies to return to the service of the Company or an Affiliated Company while his reemployment rights are protected by law, that absence shall not count as a Break in Service, but instead shall be counted as Continuous Service.

(d) Special Service Rules for Full-Time Employees

Notwithstanding any other provisions of the Plan to the contrary, the following situations shall not count as a Break in Service and shall count as Continuous Service for Full-Time Employees:

- (1) A leave of absence authorized by the Company or an Affiliated Company up to one year in duration;
- (2) An absence due to authorized sick leave up to two years in duration;
- (3) An absence covered by workers' compensation benefits; and
- (4) An absence due to a layoff of up to two years in duration, if the Full-Time Employee has at least one year of Continuous Service at the time of such layoff.

A Full-Time Employee must return to active employment with the Company or an Affiliated Company at the end of such absence before such credit for Continuous Service is granted. An exception to the return to work requirement is made for an Employee who is on authorized sick leave or workers' compensation absence.

For authorized sick leave and workers' compensation absences, the Retirement Board may require Employees to provide medical evidence by a doctor licensed to practice medicine.

Under rules uniformly applicable to all Employees similarly situated, the Retirement Board may authorize Continuous Service to be counted for any portion of an absence described above which is not counted as Continuous Service by the terms of this Plan.

(e) Transfer from Part-Time to Full-Time

If a Part-Time Employee is transferred to service as a Full-Time Employee, his Continuous Service equals the Continuous Service he had on the last day of the prior calendar year. His Continuous Service for the year of transfer is the greater of service he would have had for the entire year as a Part-Time Employee or as a Full-Time Employee. He shall be treated as a Full-Time Employee for purposes of crediting Continuous Service beginning on the first day of the calendar year following the year of transfer.

(f) Transfer From Full-Time to Part-Time

If a Full-Time Employee is transferred to service as a Part-Time Employee, his Continuous Service immediately after such transfer shall be equal to the number of full years of his Continuous Service as of the date of transfer, and, in addition, he shall be credited with 45 Hours of Service for each week in any fractional part of a year of Continuous Service as of the date of transfer, such hours to be credited for purposes of Section 3.1(b) to the calendar year in which such transfer occurs.

(g) Transfers of Members Outside of the United States

A Member who is transferred outside the United States will continue to earn Continuous Service provided it does not result in legal, administrative, financial or other difficulties under local laws, regulations or other restrictions. The Retirement Board, under rules uniformly applicable to all persons similarly situated, shall make such a determination.

3.2 Credited Service

(a) Full-Time Employees

A Full-Time Employee's Credited Service shall equal his Continuous Service, except as provided below:

- (1) With respect to a Full-Time Employee who terminated employment prior to January 1, 1988, Credited Service shall exclude any service performed on or after his Normal Retirement Date.
- (2) Credited Service shall not include any period during which a Full-Time Employee was a Leased Employee.

- (3) Credited Service shall not include any period during which a Full-Time Employee was not an Eligible Employee under this Doc. 2, except as provided in Section 3.5(d) with respect to certain transferred Employees.
- (4) Any period between a Severance Date and a Reemployment Commencement Date which is counted as Continuous Service shall not be counted as Credited Service except as provided in Section 3.1(c) or 3.1(d).

(b) Part-Time Employees

A Part-Time Employee shall be credited with a full year of Credited Service for each calendar year in which he completes 2,080 Hours of Service as an Eligible Employee. A Part-Time Employee shall be credited with a partial year of Credited Service for any calendar year in which he completes fewer than 2,080 Hours of Service as an Eligible Employee. Such partial year of Credited Service shall be equal to a fraction, rounded to the nearest twelfth of a year, the numerator of which is the number of Hours of Service as an Eligible Employee which he has completed during that calendar year, and the denominator of which is 2,080. All employment or Hours of Service for a Part-Time Employee shall be counted in determining his Credited Service, except for the following:

- (1) With respect to a Part-Time Employee who terminated employment prior to January 1, 1988, Credited Service shall exclude Hours of Service credited on or after his Normal Retirement Date.
- (2) Credited Service shall not include any period during which a Part-Time Employee was a Leased Employee.
- (3) Credited Service shall not include any period during which a Part-time Employee was not an Eligible Employee under this Doc. 2, except as provided in Section 3.5(d) for certain transferred Employees.

(c) Transfer from Part-Time to Full-Time

If a Part-Time Employee is transferred to service as a Full-Time Employee, his Credited Service equals the Credited Service he had on the last day of the prior calendar year. His Credited Service for the year of transfer is the greater of the service he would have had for the entire year as a Part-Time Employee or as a Full-Time Employee. He shall be treated as a Full-Time Employee for purposes of crediting Credited Service beginning on the first day of the calendar year following the year of transfer.

(d) Transfer from Full-Time to Part-Time

If a Full-Time Employee is transferred to service as a Part-Time Employee, his Credited Service immediately after such transfer shall be equal to the number of full years of his Credited Service as of the date of transfer, and in addition he shall be credited with 45 Hours of Service for each week in any fractional part of a year of Credited Service as of the date of transfer, such hours to be credited for purposes of Section 3.2(b) to the calendar year in which such transfer occurs.

(e) The New Horizon Community Credit Union Members

Credited Service shall not include Continuous Service after April 30, 1999 for a Member who is employed by The New Horizons Community Credit Union (formerly the Gates Credit Union).

(f) Cessation of Credited Service Effective September 30, 2009

Notwithstanding any provision of the Plan to the contrary, with respect to Full-Time Employees, Credited Service shall not include Continuous Service earned after September 30, 2009, and, with respect to Part-Time Employees, no Hours of Service credited after September 30, 2009 shall count toward Credited Service. Also effective September 30, 2009, any fractional Years of Continuous Service for a Full-Time Employee shall be aggregated with his full Years of Continuous Service for purposes of determining his Credited Service.

3.3 Treatment of Rehired Employees Who Are Not Receiving Pensions

(a) Treatment Upon Reemployment

If a Member not in receipt of a Pension or a former Member is rehired by the Company, upon his Reemployment Commencement Date, he shall again become a Member and his Continuous Service shall be restored. If such former Member has not received a lump sum settlement in lieu of his Pension, his Credited Service shall also be restored upon his Reemployment Commencement Date. Notwithstanding the foregoing, effective March 28, 2005, if such Member received a lump sum payment of his Pension after the end of the second Plan Year following the Plan Year in which his termination occurred, his prior Credited Service shall be restored.

(b) Treatment Upon Subsequent Termination or Retirement

Upon later termination or Retirement of a Member whose previous Credited Service has been restored, his Pension, if any, shall be based on the benefit formula then in effect using his Credited Service and Average Eligible Earnings or Career Earnings, as applicable, both before and after the period when he was not in the service of the Company. In no event shall a reemployed Member receive a duplication of benefits from the Plan. Effective March 28, 2005, in the event a Member has Credited Service restored in accordance with the last sentence of subparagraph (a) above, his Pension shall be reduced, but not below zero, by an amount of Equivalent Actuarial Value to the lump sum payment he received.

3.4 Treatment of Rehired Employees Receiving Pensions

(a) General Suspension Rules

- (1) Pension Suspended. Except as otherwise provided herein, if a Member in receipt of a Pension is rehired by the Company, his Pension shall cease and any election of an optional Pension in effect shall become void. If he is married, his spouse shall be eligible for a Surviving Spouse's Pension pursuant to Section 4.8.
- (2) Restoration of Service. Any Continuous Service and Credited Service to which he was entitled when he Retired or terminated shall be restored to him upon reemployment. Upon subsequent Retirement or termination, his Pension shall be based on the benefit formula then in effect using his Credited Service and Average Eligible Earnings or Career Earnings, as applicable, before and after the period during which he received Pension payments, reduced by an amount of Equivalent Actuarial Value to the payments received, if any, other than Disability Retirement Pension payments he received under this Doc. 2 prior to the earlier of the date he is rehired as an Eligible Employee under Doc. 1, Doc. 2 or Doc. 3, or his Normal Retirement Date. The portion of the Member's Pension upon later Retirement or termination payable with respect to Credited Service earned before his previous Retirement or termination shall never be less than the amount of his previous Pension modified to reflect any option in effect on his later Retirement or termination except as otherwise provided in Section 4.1(b).

(b) Members Rehired Subsequent to Attainment of Normal Retirement Date

- (1) Pension Continued. If a Member in receipt of a Pension is rehired by the Company, on or after his Normal Retirement Date, his Pension shall continue to be paid under the following circumstances:
 - (i) Reemployment Before a Break in Service. In the case of a Member who has not yet incurred a Break in Service since the date he terminated service, his Pension shall continue to be paid until he completes at least 1,000 Hours of Service in the Plan Year in which he is reemployed, including Hours of Service completed in that Plan Year prior to his termination of service or in any succeeding Plan Year.
 - (ii) Reemployment After a Break in Service. In the case of a Member who has incurred a Break in Service since the date he terminated service, his Pension shall continue to be paid until he completes one year of Continuous Service.
- (2) Pension Suspended. On and after the date a Member meets the requirements described in paragraph (1) above, subject to the provisions of Section 5.3, his Pension shall be suspended for each month thereafter which constitutes a month of "suspension service." A month of "suspension service" for a Full-

Time Employee is a month in which such Employee receives payment by the Company for at least eight days of service during such month. A month of "suspension service" for a Part-Time Employee is a month in which such Employee completes at least 40 Hours of Service with the Company.

- (3) Benefit Payable Upon Subsequent Retirement. Upon subsequent Retirement, a Member's Pension shall be the greater of:
 - (i) the benefit under (a) above or
 - (ii) the amount of Pension to which he was entitled immediately prior to his restoration to service, increased by an amount of Equivalent Actuarial Value to the monthly payments which would have been paid:
 - (A) if he had not been reemployed, and
 - (B) which are for months which do not qualify as months of "suspension service."
- (4) Commencement of Pension Upon Subsequent Retirement. Payment of the Member's Pension shall resume no later than the first day of the third month after the month in which the Member ceases to be employed in such "suspension service" and shall be adjusted, if necessary, in compliance with Title 29, Code of Federal Regulations, Section 2530.203-3 in a consistent and nondiscriminatory manner.

3.5 Transfers

(a) Applicability

Notwithstanding anything contained herein to the contrary, the provisions of this Section shall apply to any person who:

- (1) ceases to be an Eligible Employee but remains in the employ of the Company or an Affiliated Company,
- (2) becomes an Eligible Employee subsequent to having been in the employ of the Company or an Affiliated Company,
- (3) ceases to be a Member of this Doc. 2 and becomes a Member of Doc. 1 or Doc. 3,
- (4) ceases to be a Member of Doc. 1 or Doc. 3 and becomes a Member of this Doc. 2,
- (5) ceases to be an Eligible Employee and becomes a Leased Employee, or
- (6) ceases to be a Leased Employee and becomes an Eligible Employee.

(b) Credited Service for Pension Formula

Except as otherwise provided in paragraph (d) below, for any person described in (a) above, Credited Service with respect to any of the Pension formulas contained in this Plan shall include only that Credited Service earned while an Eligible Employee described in the particular Doc. to which the Pension formula applies.

(c) Termination of Employment After Eligible for Pension

The Pension payable for a person described in paragraphs (a)(1), (a)(3) or (a)(5) above who terminates his employment with the Company or an Affiliated Company subsequent to the satisfaction of the eligibility requirements for a Pension shall be determined in accordance with the provisions of Article 4.

Such Pension shall be based on his Credited Service and Average Eligible Earnings or Career Earnings, as applicable, and the benefit formula in effect as of the date he Retires or terminates with eligibility for a Vested Termination Pension.

(d) Special Minimum Benefit for Transferred Members With Minimum Number of Years of Credited Service Under Appendix J

Notwithstanding any other provision of this Doc. 2 to the contrary, with respect to a person who either:

- (1) becomes a Member described in Appendix K, Doc. 1 or Doc. 3 and who subsequently becomes a Member described in Appendix J, or
- (2) becomes a Member described in Appendix J and who subsequently becomes a Member described in Appendix K, Doc. 1 or Doc. 3,

such Member shall be entitled to a "minimum benefit" calculated under the provisions of Appendix J provided such Member earns 10 or more years of Credited Service under Appendix J.

Such "minimum benefit" shall be calculated under the formula applicable to Members described in Appendix J as in effect on the date the Member Retires or terminates with eligibility for a Vested Termination Pension and shall take into account all of the Member's Credited Service and Eligible Earnings earned under the Plan, including Credited Service and Eligible Earnings earned while such Member was covered by Appendix K, Doc. 1 and/or Doc. 3. The calculation of such Member's hypothetical account balance for the Matchmaker Plan Offset shall reflect the Company Basic Contributions (as defined in The Gates Matchmaker Plan) made during the period of time the Member actively participates in The Gates Matchmaker Plan and shall reflect earnings on such Company Basic Contributions for any period of time during which the Member has an account balance in The Gates Matchmaker Plan, as provided in Section 4.1(b)(3).

ARTICLE 4. ELIGIBILITY FOR AND AMOUNT OF BENEFITS

4.1 Normal Retirement Pension

(a) Eligibility

Upon Retirement on his Normal Retirement Date, a Member shall receive a monthly Pension. A Member's right to his Normal Retirement Pension shall be nonforfeitable on and after his 65th birthday, provided he is employed by the Company or an Affiliated Company at that time.

(b) Amount

Prior to any applicable reduction pursuant to Section 5.1(b), a Member's Normal Retirement Pension shall be determined as provided in this paragraph (b).

(1) Members Described in Appendix J. The monthly Normal Retirement Pension for a Member described in Appendix J shall be computed as follows:

(i) For a Member other than a Code Section 401(a)(17) Employee, as defined below, the monthly Normal Retirement Pension shall be equal to the greater of (A) or (B), reduced by (C):

(A) The sum of:

(I) 1/12 of .8% of the Member's Average Eligible Earnings multiplied by the number of years of his Credited Service earned prior to January 1, 1999; plus

(II) 1/12 of .5% of the Member's Average Eligible Earnings which are in excess of \$25,000 multiplied by the number of years of his Credited Service earned prior to January 1, 1999; plus

(III) 1/12 of .5% of the Member's Average Eligible Earnings multiplied by the number of years of his Credited Service earned after December 31, 1998; or

(B) \$28.50 per month multiplied by the number of years of Credited Service.

(C) The Matchmaker Plan Offset.

(ii) For a Member who is a Code Section 401(a)(17) Employee, as defined below, the monthly Normal Retirement Pension shall be the greatest of the monthly Normal Retirement Pension determined for the Member under (A), (B) or (C) below, reduced by (D):

(A) the Member's monthly Normal Retirement Pension determined under paragraph (i)(A) above, using the benefit formula applicable for the Plan Year beginning on or after the first day of the first Plan Year beginning on or after January 1, 1997, as applied to the Member's total years of Credited Service taken

into account under the Plan for the purposes of benefit accruals,
or

- (B) the sum of:
 - (I) the Member's monthly Normal Retirement Pension determined under paragraph (i)(A) above, using the benefit formula applicable on the last day of the Plan Year beginning before January 1, 1997 as applied to the Member's years of Credited Service credited prior to the first day of the first Plan Year beginning on or after January 1, 1997 for purposes of benefit accrual and
 - (II) the Member's monthly Normal Retirement Pension determined under paragraph (i)(A) using the benefit formula applicable for the Plan Year beginning on the first day of the first Plan Year beginning on or after January 1, 1997, as applied to the Member's years of Credited Service credited to the Member for Plan Years beginning on or after the first day of the first Plan Year beginning on or after January 1, 1997 for purposes of benefit accruals.
- (C) \$28.50 per month multiplied by the number of years of Credited Service.
- (D) The Matchmaker Plan Offset.

In no event shall a Member's Pension under (i) or (ii) above be less than his accrued Pension as of December 31, 1993, under the formula then in effect.

For purposes of this Section, a Code Section 401(a)(17) Employee means an Employee whose current accrued Pension as of a date on or after the first day of the first Plan Year beginning on or after January 1, 1997, is based on Eligible Earnings for a year beginning prior to the first day of the first Plan Year beginning on or after January 1, 1997, that exceeded \$150,000.

(2) Members Specified in Appendix K

The monthly Normal Retirement Pension for a Member described in Appendix K shall be equal to one-twelfth of $\frac{6}{10}$ of 1% (.0005) of the Member's Career Earnings, less the Matchmaker Plan Offset. In no event shall such a Member's Pension be less than his accrued Pension as of December 31, 1993, under the formula then in effect.

(3) Matchmaker Plan Offset

A Member's Matchmaker Plan Offset shall be the annuitized value of a Member's hypothetical account balance under The Gates Matchmaker Plan, calculated as follows:

- (i) A Member's hypothetical account balance under The Gates Matchmaker Plan shall equal the sum of (A) and (B) below:

- (A) The Member's hypothetical account balance under The Gates Matchmaker Plan as of December 31, 1988 (which included Company Basic Contributions and Company Matching Contributions (as such terms were defined in The Gates Matchmaker Plan), the total of which could not exceed 6% of pay) determined under the provisions of this Section as in effect on such date, plus actual investment return thereon through June 30, 1996 and, effective on and after July 1, 1996, investment return equal to the investment return under the Gates Stable Value Fund of The Gates Matchmaker Plan.

- (B) The Member's Company Basic Contributions (as such term is defined in The Gates Matchmaker Plan) made on and after January 1, 1989 plus actual investment return on the Member's Company Basic Contributions for valuations on and after January 1, 1989 and until June 30, 1996 and, effective on and after July 1, 1996, investment return equal to the investment return under the Gates Stable Value Fund of The Gates Matchmaker Plan. For purposes of this subparagraph (B), Company Basic Contributions shall be determined as provided in The Gates Matchmaker Plan assuming that Company Basic Contributions had been contributed on behalf of the Member for any and all months commencing after December 31, 1988 in which the Member was employed by the Company; a Member of Doc. 2; and a member of The Gates Matchmaker Plan entitled to such Company Basic Contributions, whether or not such Company Basic Contributions were actually made; and further assuming that no previous withdrawals or distributions from that account had been made.

The hypothetical account balance shall be determined as of the last business day of the second month preceding the 'date of determination.' Prior to October 1, 2009, the 'date of determination' for all purposes under this paragraph (i) was the last day worked or the last day included in the Member's Credited Service, whichever was later. Effective on and after October 1, 2009, for purposes of calculating a Member's Company Basic Contributions, the 'date of determination' shall be the last day the Member is credited with Company Basic Contributions under The Gates Matchmaker Plan as an Employee of the Company (as defined in Section 1.7(a) of the Core Doc.) and for purposes of calculating a Member's investment return, the 'date of determination' is the Member's last day of employment with the Company or any Affiliated Company. Also effective on and after October 1, 2009, in the case of a Member who terminates employment with the Company and all Affiliated Companies and is subsequently reemployed by the Company or any Affiliated Company, investment return shall be included for the period of absence.

Notwithstanding the foregoing, a Member's hypothetical account balance under The Gates Matchmaker Plan for a Member who is employed by The New Horizons Community Credit Union (formerly the Gates Credit Union) on April 30, 1999 shall be frozen as of April 30, 1999.

(ii) The monthly Matchmaker Plan Offset shall be calculated by multiplying (A) by (B) and dividing the result by (C) below, where:

(A) is the Member's hypothetical account balance determined in subparagraph (i) above,

(B) is the factor specified in Appendix M, determined using the Member's nearest age and completed Continuous Service as of the 'date of determination,' and

(C) is 1,000.

For purposes of subparagraph (B) above, prior to October 1, 2009, the 'date of determination' was the last day worked or the last day included in the Member's Credited Service, whichever was later. Effective on and after October 1, 2009, for purposes of subparagraph (B) above, the 'date of determination' shall be the Member's last day of employment with the Company or any Affiliated Company.

The monthly Matchmaker Plan Offset shall be calculated as a 5 Years Certain and Life Annuity.

(iii) The following rules relate to the application of the Matchmaker Plan Offset:

(A) The supplemental Early Retirement Pension under Section 4.4(b) shall be determined without regard to the Matchmaker Plan Offset.

(B) The lump sum death benefit payable to a surviving spouse under Section 4.9 shall be determined without regard to the Matchmaker Plan Offset.

(C) The retirement award payable under Section 4.10 and the special distribution payable under Section 4.11 shall be offset by the hypothetical account balance determined under subparagraph (i) above.

(c) Commencement and Duration of Payments

Payment of a Member's Normal Retirement Pension shall begin as of the Member's Normal Retirement Date, subject to the notice and timing requirements of Article 5 and provided the Member has Retired as of his Normal Retirement Date. Pension checks are issued at the end of each month. Unless payments are due to a Beneficiary upon a

Member's death, pursuant to Article 5, the last monthly payment of such Pension shall be for the month of the Member's death.

4.2 Late Retirement Pension

(a) Eligibility

In the event a Member remains in service after his Normal Retirement Date, no Pension shall be payable during such continuance in service, subject to the provisions of Section 5.3(b). A Member who postpones his Retirement shall be provided with the notice that his Pension is being suspended, in accordance with the provisions of Section 2.6 of the Core Doc. Upon Retirement after his Normal Retirement Date, such Member shall be eligible to receive a monthly Late Retirement Pension.

(b) Amount

A Member's Late Retirement Pension shall be determined in accordance with Section 4.1 but shall be adjusted as follows:

- (1) The amount calculated under Section 4.1 shall be increased by the Equivalent Actuarial Value of the amounts otherwise payable for any month of the Member's service after his Normal Retirement Date which is not a month of "suspension service" as defined in Section 3.4 and for which the Member is not entitled to an actuarial increase under subparagraph (2) below.
- (2) If the Member remains in service after the April 1 following the calendar year in which the Member attains age 70½ and does not commence payment of his pension while in service under the provisions of Section 5.3(b), then his Late Retirement Pension shall be the excess, if any, of (i) over (ii) where:
 - (i) is the greater of (A) the amount determined in accordance with Section 4.1 based on the Member's Credited Service and Average Eligible Earnings or Career Earnings, as applicable, as of his late Retirement date, or (B) an amount of Equivalent Actuarial Value to the Pension to which the Member would have been entitled under subparagraph (1) if he had Retired on such April 1 ("said date") recomputed in accordance with regulations issued by the Secretary of the Treasury as of the first day of each subsequent Plan Year (and as of his actual late Retirement date) as if such date were the Member's late Retirement date; and
 - (ii) is the Equivalent Actuarial Value of any distributions made with respect to the Member's retirement benefits after said date.

However, in the case of a Member who attained age 70½ prior to 1996, the preceding sentence shall be modified by replacing "such April 1" in clause (i) with "January 1, 1997."

Amounts of Equivalent Actuarial Value under this Section shall be calculated using the IRS Mortality Table and an interest rate of five percent per annum, compounded annually, and shall be applied on a year-by-year basis measured from the aforesaid date.

(c) Commencement and Duration of Payments

Payment of a Member's Late Retirement Pension shall, subject to the notice and timing requirements of Article 5, begin as of the first day of the month following the Member's Retirement after his Normal Retirement Date. Pension checks are issued at the end of each month. Unless payments are due to a Beneficiary upon a Member's death, pursuant to Article 5, the last monthly payment of such Pension shall be for the month of the Member's death.

4.3 Early Retirement Pension at or After Age 55 and 10 Years of Continuous Service

(a) Eligibility

If a Member has attained age 55, has 10 or more years of Continuous Service, is not eligible for an Early Retirement Pension After 30 Years of Service under Section 4.4, and is not eligible for a Disability Retirement Pension, he may elect to Retire and receive a monthly Early Retirement Pension.

(b) Amount

The Member's monthly Early Retirement Pension shall be determined in accordance with Section 4.1, based on his Credited Service and Average Eligible Earnings or Career Earnings, as applicable, to the date of early Retirement. However, if the Early Retirement Pension commences prior to the Member's Normal Retirement Date, the amount shall be determined as follows:

- (1) Younger than Age 62 at Annuity Starting Date. In the case of a Member who has not attained age 62 at his Annuity Starting Date, the Early Retirement Pension otherwise payable at his Normal Retirement Date shall be reduced by 4/10 of one percent for each month by which such Member's Annuity Starting Date precedes the first day of the month following his 62nd birthday.
- (2) Age 62 or Older at Annuity Starting Date. In the case of a Member who has attained age 62 at his Annuity Starting Date, the Early Retirement Pension shall not be reduced for early commencement.

(c) Commencement and Duration of Payments

Payment of a Member's Early Retirement Pension under this Section shall begin, as elected by the Member and subject to the notice and timing requirements of Article 5, as of the first day of any month following the Member's Retirement and on or before his Normal Retirement Date. Pension checks are issued at the end of each month. Unless payments are due to a Beneficiary upon a Member's death, pursuant to Article

5, the last monthly payment of such Pension shall be for the month of the Member's death.

4.4 Early Retirement Pension After 30 Years of Continuous Service

(a) Unreduced Early Retirement Pension After 30 Years of Continuous Service

(1) Eligibility

If a Member has 30 or more years of Continuous Service, has not attained age 62 and is not eligible for a Disability Retirement Pension, he may elect to Retire and shall be eligible to receive a monthly Early Retirement Pension under this Section.

(2) Amount

The amount of the monthly Early Retirement Pension under this Section shall be determined in accordance with Section 4.1 but based on Credited Service and Average Eligible Earnings or Career Earnings, as applicable, to the date of early Retirement.

(3) Commencement and Duration of Payments

Payment of a Member's Early Retirement Pension under this Section shall begin, as elected by the Member and subject to the notice and timing requirements of Article 5, as of the first day of any month following the Member's Retirement and on or before his Normal Retirement Date. Pension checks are issued at the end of each month. Unless payments are due to a Beneficiary upon a Member's death, pursuant to Article 5, the last monthly payment of such Pension shall be for the month of the Member's death.

(b) Supplemental Early Retirement Pension

(1) Eligibility

A Member described in Appendix J who Retires under paragraph (a) above after attainment of age 55 shall also receive a supplemental Early Retirement Pension concurrently with his Early Retirement Pension.

Notwithstanding any provision of the Plan to the contrary, no Member shall become eligible for a supplemental Early Retirement Pension under this subsection (b) after September 30, 2009. A Member shall only be eligible for a supplemental Early Retirement Pension under this subsection (b) if he had completed 30 or more Years of Continuous Service and attained age 55 by September 30, 2009.

(2) Amount

The monthly amount of the supplemental Early Retirement Pension is provided in Appendix L.

(3) Commencement and Duration of Payments

Payment of a Member's supplemental Early Retirement Pension under this Section shall begin, as elected by the Member and subject to the notice and timing requirements of Article 5, as of the first day of any month following the Member's Retirement before his Normal Retirement Date. Unless a Member elects a lump sum payment under Section 5.2(f)(5) of his Pension under this Section 4.4, a Member's supplemental Early Retirement Pension shall be payable as a temporary life annuity only to and including the earliest of:

- (i) the month preceding that for which he is or might be eligible for an old age insurance or disability insurance benefit pursuant to any Social Security or comparable law of the United States of America;
- (ii) the month of his death; or
- (iii) the month in which he attains age 62.

4.5 Disability Retirement Pension

(a) Eligibility

A Member who is under age 65, has 10 or more years of Continuous Service and incurs a total and permanent disability through some unavoidable cause shall, upon approval of the Retirement Board, be eligible to Retire and receive a Disability Retirement Pension. Notwithstanding any provision of the Plan to the contrary, no Member shall become eligible for a Disability Retirement Pension if he incurs a total and permanent disability after September 30, 2009.

(b) Disability Defined

Disability shall be deemed to have resulted from an unavoidable cause unless the disability was contracted, suffered or incurred while the Member was engaged in, or resulted from his having engaged in, a criminal enterprise, or resulted from his habitual drunkenness, or addiction to narcotics, or resulted from a self-inflicted injury. A Member shall be deemed totally and permanently disabled only if he has become totally disabled as a result of a disease or bodily injury so as to permanently prevent him from being physically able to meet the requirements of his job or any other job with the Company for which he might qualify. Further, if such total disability has continued for five consecutive months and, in the opinion a physician designated by the Company, such disability is total and permanent, the disability will be presumed to be permanent and continuous during the remainder of his life. As a further condition, no Member shall be eligible for a Disability Retirement Pension unless, within 60 days from the determination by a physician designated by the Retirement Board, he makes

application for and as a result of such application, is awarded a total and permanent disability benefit under the Social Security Act.

(c) Amount

Prior to any applicable reduction under paragraph (d) below, the amount of a Member's monthly Disability Retirement Pension shall be an amount computed in accordance with Section 4.1 but based on the Member's Credited Service and Average Eligible Earnings or Career Earnings, as applicable, to the date of Retirement. Such Disability Retirement Pension shall not be reduced for early commencement.

(d) Code Section 415 Limitations.

The maximum annual Disability Retirement Pension shall be determined pursuant to the provisions of Section 2.3 of the Core Doc. based on the Member's compensation and service at the date of Retirement.

(e) Commencement

(1) Upon being awarded such total and permanent disability benefit under the Social Security Act, payment of a Member's Disability Retirement Pension will be made retroactive to the first day of the month following the Member's Retirement or to the first day of the month following the completion of five months of disability, whichever is later.

(2) Effective January 2002, in the event a Member has satisfied the requirements for an Early Retirement Pension, such Member may Retire under this Section and may elect to commence receiving, at any time on or after his disability Retirement date, a monthly benefit equal to the monthly Early Retirement Pension for which he is eligible. Upon being awarded a total and permanent disability benefit under the Social Security Act, payment of such Member's monthly Disability Retirement Pension shall be made retroactive to the first day of the month following the completion of five months of disability or first day of the month following his Retirement, whichever is later, provided that such amount shall be reduced by any monthly benefits already received by the Member under the previous sentence.

(f) Form of Disability Pension

(1) Disability Pension Payable Prior to Normal Retirement Date. Prior to a Participant's Normal Retirement Date, the Disability Retirement Pension shall be paid in the form of a 5 Years Certain and Life Annuity if the Member is unmarried on the date his Disability Retirement Pension commences and in the form of a Qualified Joint and Survivor Annuity if the Member is married on the date his Disability Retirement Pension commences. In lieu of the normal form of payment, a Member may elect an optional form of pension as provided in Section 5.2, provided that an election of an option by a married Member shall be subject to the provisions of Section 5.2 and subparagraph (3) below.

In the event an unmarried Member marries prior to his Normal Retirement Date, his benefit payable after his date of marriage shall automatically be paid in the form of a Qualified Joint and Survivor Annuity unless Spousal Consent to the form of payment previously elected by the Member is received by the Retirement Board within 180 days of the date of the Member's marriage.

In the event of the death of a spouse prior to the Normal Retirement Date of a married Member in receipt of the Qualified Joint and Survivor Annuity, the benefit payable thereafter to the Member shall be in the form of a 5 Years Certain and Life Annuity.

- (2) Disability Pension Payable On and After Normal Retirement Date. Upon attaining his Normal Retirement Date, the Member's Disability Retirement Pension shall cease and the Member shall begin to receive a Normal Retirement Pension. Prior to adjustment for the form of payment, the Normal Retirement Pension shall be equal in amount to the Disability Retirement Pension to which the Member was entitled to receive immediately prior to his Normal Retirement Date. The benefit payable upon the Member's Normal Retirement Date shall be paid in the form of a 5 Years Certain and Life Annuity if the Member is unmarried on his Normal Retirement Date or in the form of a Qualified Joint and Survivor Annuity if the Member is married on such date. However, in lieu of the normal form of payment, a Member may elect to receive his benefit payable on and after his Normal Retirement Date in accordance with an optional form of payment as described in Section 5.2. Such an election shall be made in accordance with the provisions of Section 5.2. In the event the Member continues the same option in effect, the amount of his benefit will be the greater of the amount determined under the option as of his Annuity Starting Date or the amount he was receiving under the option immediately prior to his Annuity Starting Date.
- (3) Notice of Options. The Retirement Board shall furnish to each Member within a reasonable period of time prior to his disability Retirement date a written explanation in nontechnical language that describes (i) the terms and conditions of the Qualified Joint and Survivor Annuity, (ii) the Member's right to make, and the effect of, an election to waive the Qualified Joint and Survivor Annuity, (iii) the rights of the Member's spouse and (iv) the right to make, and the effect of, a revocation of such an election. An election of an optional form of payment under Section 5.2 by a married Member shall require a waiver of the Qualified Joint and Survivor Annuity and is subject to the Spousal Consent provisions of Section 5.2(a). An election of the Qualified Joint and Survivor Annuity or the 5 Years Certain and Life Annuity form may be made at any time and from time to time during the period commencing 180 days preceding the date the Member's Disability Retirement Pension commences and ending on the Member's Normal Retirement Date. Any such election shall be effective on the date the Member's Disability Retirement Pension commences or the date the election is received by the Retirement Board, if later. An election of an optional form of payment under Section 5.2 may only be made within the 180-day period preceding the date the Member's Disability Retirement Pension commences to take effect on the date the Member's Disability Retirement Pension commences. A revocation of any election may be made at any time

prior to the Member's Normal Retirement Date and shall be effective when received by the Retirement Board. An election under this Section shall in any event cease to be effective on the Member's Normal Retirement Date. Any benefit payable under this Section shall be in lieu of any Surviving Spouse's Pension payable under Section 4.8.

(g) Verification of Disability Status

The permanency of disability prior to age 65 may be verified by medical examination upon the request of the Retirement Board at any reasonable time. Pending compliance with respect to such medical examination, any Disability Retirement Pension payment may be suspended by the Retirement Board.

Further, in the event that the Member ceases to be qualified for a total and permanent disability under the Social Security Act, his Pension shall be suspended.

If the Retirement Board finds from such medical examination or otherwise, that a Member receiving a Disability Retirement Pension who has not attained age 65 has recovered and regained his earnings capacity, his Disability Retirement Pension shall be discontinued until he reaches his Normal Retirement Date. However, he shall be entitled to have such Pension restored prior to his attainment of age 65, if, on the basis of a medical examination by a physician designated by the Retirement Board, the Retirement Board finds that he has again lost his earnings capacity.

In the event that such Member's Disability Retirement Pension is discontinued and he is not rehired, he shall be entitled to either an Early Retirement Pension or a Vested Termination Pension, provided he had completed the eligibility requirements for such Pension at the date of his disability Retirement. In either case, the Pension shall be computed based on Credited Service and Average Eligible Earnings or Career Earnings, as applicable, at the time of his disability Retirement.

(h) Duration of Payments

Unless payments are due to a Beneficiary upon a Member's death, pursuant to Article 5, the Disability Retirement Pension shall continue until the earliest of death of the Member, the termination of permanent incapacity occurring prior to the attainment of the age of 65 (subject, however, to the right of the Retirement Board to suspend such Pension as hereinabove provided), or the Member's Normal Retirement Date, and the last monthly payment of such Pension shall be for the month in which permanent incapacity shall terminate if prior to the attainment of age 65 or the month in which the death of the Member occurs, or the month preceding the Member's Normal Retirement Date.

4.6 Early Retirement Pension Because of Physical or Mental Impairment

This form of pension is not available under Doc. 2.

4.7 Vested Termination Pension

(a) Eligibility

A Member whose employment with the Company and all Affiliated Companies terminates for any reason other than Retirement or death prior to age 65, and has five or more years of Continuous Service prior to his termination date shall be eligible for a Vested Termination Pension. Notwithstanding the foregoing, any Member who is employed by the Company or any Affiliated Company on September 30, 2009 shall be 100% vested regardless of his Years of Continuous Service.

(b) Amount

A Member's Vested Termination Pension shall be determined in accordance with Section 4.1 as in effect at the time of such termination but based on his Credited Service and Average Eligible Earnings or Career Earnings, as applicable, to the date of termination. If the Vested Termination Pension commences prior to the Member's Normal Retirement Date, such Vested Termination Pension shall be of Equivalent Actuarial Value to the Pension payable at the Member's Normal Retirement Date after applying the Matchmaker Plan Offset.

(c) Commencement and Duration of Payments

A Member's Vested Termination Pension shall be an unreduced, deferred Pension beginning as of the Member's Normal Retirement Date. However, if the Member has 10 or more years of Continuous Service at his termination date, he may elect, subject to the notice and timing requirements of Article 5, to receive a reduced Vested Termination Pension effective as of the first day of any month following the month in which he attains age 55. Unless payments are due to a Beneficiary upon a Member's death, pursuant to Article 5, the last monthly payment of such Pension shall be for the month of the Member's death.

4.8 Surviving Spouse Pensions Payable to a Spouse Upon Death of a Member

(a) Special In-Service Surviving Spouse Pension for Married Members Described in Appendix J

(1) Eligibility

The surviving spouse of a married Member described in Appendix J shall be eligible for a Surviving Spouse's Pension under this paragraph (a) if such married Member described in Appendix J dies while he is still an active Employee after having:

- (i) attained age 55 if he has 10 or more years of Continuous Service;
- (ii) attained age 50 if he has 20 or more years of Continuous Service; or
- (iii) completed 30 or more years of Continuous Service; or

(iv) attained age 65,

and if no other Pension has been paid under the Plan and no other benefits are payable due to the Section 3.4, Suspension of Benefit Rules.

(2) Amount

The amount of monthly Surviving Spouse's Pension payable to the spouse commencing at the Member's Normal Retirement Date will be equal to one-half of the Normal Retirement Pension payable as a 5 Years Certain and Life Pension based the Member's Credited Service and Average Eligible Earnings at the date of death. If the spouse elects to commence payments prior to the date the Member would have attained age 62, such amount shall be reduced by 4/10 of 1% for each month by which the date payments commence precedes the first day of the month following the date on which the Member would have attained age 62. However, if the Member was eligible for an Early Retirement Pension After 30 Years of Service under Section 4.4, the reduction shall not apply.

(3) Commencement and Duration of Payments

The payment of a monthly Surviving Spouse's Pension to the spouse shall begin with the month in which the Member would have attained his Normal Retirement Date (or the month in which he died, if later). However, the spouse may elect to commence receiving payments as of the first day of any month following the month in which the Member's death occurred. The last monthly payment of such Surviving Spouse Pension shall be paid on the last day of the month immediately preceding the month of the spouse's death.

(b) Surviving Spouse's Pension for Married Members Not Described in Paragraph (a)

(1) Requirements for Death Benefit

The surviving spouse of a married Member who has not met the eligibility requirements for a Surviving Spouse's Pension under subparagraph (a)(1) above shall be eligible for a Surviving Spouse's Pension under this paragraph (b) if such married Member dies before his Annuity Starting Date:

- (i) in active service after he has completed the requirements for a Normal Retirement Pension under Section 4.1; a Late Retirement Pension under Section 4.2; or an Early Retirement Pension under Section 4.3 or 4.4; or
- (ii) after Retiring with entitlement to a Normal Retirement Pension under Section 4.1; a Late Retirement Pension under Section 4.2; or an Early Retirement Pension under Section 4.3, 4.4, 6.2(f) or 6.2(g); or
- (iii) either in active service or after termination service on or after January 1, 1976, but in either event with entitlement to a Vested Termination Pension.

(2) Amount

The amount of the monthly Surviving Spouse's Pension payable to the Member's spouse shall be equal to the Pension that would have been payable to his spouse if the Member had elected to have his Pension commence in the form of a Qualified Joint and Survivor Annuity on his Normal Retirement Date or upon his date of death, if later.

However, if within the 180-day period prior to his Annuity Starting Date a Member elected an optional form of payment that provides for monthly payments to his spouse for life in an amount equal to at least 50 percent but not more than 100 percent of the monthly amount payable under the option for the life of the Member and such option is of Equivalent Actuarial Value to the Qualified Joint and Survivor Annuity, such optional form of payment shall be used for computing the Surviving Spouse's Pension instead of the Qualified Joint and Survivor Annuity.

In any case in which the monthly Surviving Spouse's Pension commences (in accordance with paragraph (3) below) prior to the Member's Normal Retirement Date, the amount of the Surviving Spouse's Pension shall be adjusted to reflect a reduction for early commencement equivalent to the reduction that would have been applied in determining the amount of the Member's Pension under the provisions of Section 4.3, 4.7, 6.2(f) or 6.2(g), as applicable, had the Member begun to receive his Pension as of such commencement date.

(3) Commencement and Duration of Payments

The payment of a monthly Surviving Spouse Pension to the spouse shall begin with the month in which the Member would have attained his Normal Retirement Date (or the month in which he died, if later). Notwithstanding the foregoing, the surviving spouse may elect to commence payment of the Surviving Spouse's Pension as of the first day of the first month the Member could have elected to commence Pension payments. The last monthly payment of such Surviving Spouse Pension shall be paid on the last day of the month immediately preceding the month of the spouse's death.

Effective for Annuity Starting Dates on and after April 1, 2012, notwithstanding the provisions of (a)(3) and (b)(3) above, in lieu of a monthly Surviving Spouse's Pension, the Member's surviving spouse may elect a lump sum payment in cash of Equivalent Actuarial Value to the Surviving Spouse Pension otherwise payable as of the Member's Normal Retirement Date, or if larger, as of the surviving spouse's Annuity Starting Date. In no event shall a lump sum payment be made following the date the Surviving Pension payments have commenced to the spouse as an annuity.

Notwithstanding the foregoing provisions of this Section, a lump sum payment of Equivalent Actuarial Value shall be paid to the spouse in lieu of a monthly Surviving Spouse's Pension if the present value of the Surviving Spouse's Pension payable on the Member's Normal Retirement Date, or if larger, as of the surviving spouse's Annuity Starting Date amounts to \$5,000 or less. The lump sum payment shall be made as soon as practicable following the

Member's death. In no event shall a lump sum payment be made following the date Surviving Spouse's Pension payments have commenced to the spouse as an annuity.

4.9 Special Lump Sum Payment to Surviving Spouse of a Member Described in Appendix J

If a Member described in Appendix J is Retired and is receiving a Pension (other than a Vested Termination Pension) and if upon his death such Member is survived by a spouse who has been married to the Member for at least one year prior to the death of the Member, his surviving spouse shall receive a special lump sum payment in the amount of \$1,500. Such payment shall be payable within 60 days after proof of the Member's death is received by the Retirement Board. Such lump sum payment shall be paid regardless of any other benefits payable under the Plan.

4.10 Retirement Award Upon Physical or Mental Incapacity Before Age 65 for Members Described in Appendix J

(a) Eligibility

A retirement award shall be payable to a Member described in Appendix J provided all of the following conditions are satisfied:

- (1) The Member is no longer able to meet the requirements of his job because of medically determinable physical or mental inability to meet the requirements of his job;
- (2) No less-demanding job is available for which he could reasonably be expected to meet the requirements;
- (3) The Member has five or more years of Continuous Service; and
- (4) The Member does not qualify for a Pension under this Plan (other than a Vested Termination Pension).

Notwithstanding any provision of the Plan to the contrary, no Member shall become eligible for a retirement award under this Section 4.10 with respect to a physical or mental inability to meet the requirements of his job if such inability commences after September 30, 2009.

(b) Amount

The retirement award shall equal the applicable lump sum amount determined below:

- (1) 2 weeks' pay for each year of Continuous Service for a Member having 20 or more years of Continuous Service;
- (2) 1-1/2 weeks' pay for each year of Continuous Service for a Member having at least 15, but less than 20, years of Continuous Service;

- (3) 1-1/4 weeks' pay for each year of Continuous Service for a Member having at least 10, but less than 15, years of Continuous Service; and
- (4) 1 week's pay for each year of Continuous Service for a Member having at least 5, but less than 10, years of Continuous Service.

Such lump sum shall be reduced by the Member's hypothetical account balance under The Gates Matchmaker Plan, as calculated under Section 4.1(b)(3)(i).

(c) "One Week's Pay" for Member Described in Appendix J

For a Member described in Appendix J, one week's pay shall be based on a Member's rate of pay for his regular work week at the time of termination. If the Member is paid on a monthly basis, one week's pay shall be equal to the monthly rate divided by 4-1/3.

(d) Member May Elect Vested Termination Pension

A Member eligible to receive a retirement award under this Section may elect to receive either his Vested Termination Pension or the retirement award under this Section. However, such retirement award, after the Matchmaker Plan Offset, shall in no event be less than an amount of Equivalent Actuarial Value to the Vested Termination Pension commencing at age 65. If the Member is married, an election to receive this retirement award will not be valid without Spousal Consent.

(e) Automatic Form of Payment

(1) If the lump sum amount of any retirement award payable to a Member is \$5,000 or less at his Annuity Starting Date, it shall be payable as a lump sum as follows:

(i) Mandatory Lump Sum. If the amount of the Member's retirement award is \$1,000 or less at his Annuity Starting Date, it shall be paid as a lump sum as soon as practicable following the Member's termination of employment.

(ii) Voluntary Lump Sum. If the amount of the Member's retirement award exceeds \$1,000 but does not exceed \$5,000 at his Annuity Starting Date, the Member shall be entitled to elect to receive his benefit in one lump sum as soon as practicable following his termination of employment or as of the first day of any later month that precedes his Normal Retirement Date. Such election shall be made in accordance with such administrative rules as the Retirement Board shall prescribe. Spousal Consent to the Member's election of the lump sum is not required. A Member who is entitled to elect a lump sum payment under this subparagraph (ii) shall not be entitled to receive payment in any other form of payment offered under the Plan.

(2) If the lump sum amount of any retirement award payable to a Member exceeds \$5,000, it shall be paid as follows:

- (i) Form of Payment. If the Member is unmarried on his Annuity Starting Date, the retirement award shall be paid in the form of a 5 Years Certain and Life Annuity. If the Member is married on his Annuity Starting Date, the retirement award shall be paid in the form of a Qualified Joint and Survivor Annuity. Alternatively, the Member may elect, by written notice received by the Retirement Board, to receive his retirement award in the form of a lump sum or a 5 Years Certain and Life Annuity. If a Member is married, such an election will not be valid without Spousal Consent.
- (ii) Commencement of Annuity. As the Member elects, the annuity shall commence either immediately or as of the first day of any month following the Member's date of termination, but in no event later than the Member's Normal Retirement Date. If the annuity commences prior to the Member's Normal Retirement Date, the amount payable shall be of Equivalent Actuarial Value to the amount payable at the Member's Normal Retirement Date.
- (iii) Member's Death Prior to Commencement of Annuity. If a married Member's retirement award is payable in the form of an annuity and the Member dies before such payments commence, an annuity shall be payable to his surviving spouse. At the election of the surviving spouse, the annuity shall commence either immediately or as of the first day of any month following the month in which the Member died but in no event later than the Member's Normal Retirement Date. The amount of the annuity shall be the amount that would have been payable under the normal form of payment for married Members if the Member's benefit had commenced immediately prior to his death.

Effective for Annuity Starting Dates on and after April 1, 2012, in lieu of an annuity, the Member's surviving spouse may elect a lump sum payment of the Member's retirement award. In no event shall a lump sum payment be made following the date payments have commenced to the spouse as an annuity.

Notwithstanding the foregoing, a lump sum payment shall be paid to the spouse in lieu of a monthly annuity if the Member's retirement award as of the Annuity Starting Date amounts to \$5,000 or less. The lump sum payment shall be made as soon as practicable following the Member's death.

(f) Optional Forms of Benefit

In addition to a lump sum payment, a Member entitled to a retirement award under Section 4.10(e)(2) above may elect any optional form available under Section 5.2(f).

4.11 Special Distributions on Discontinuance of Operations for Members Described in Appendix J

(a) Eligibility

In the event of the complete and permanent closure of a local plant, each eligible Member described in Appendix J who is released from employment as a result thereof may receive a special lump sum distribution. A Member is eligible for a special distribution if the Member:

- (1) has five years of Continuous Service or more prior to his release from employment;
- (2) is not eligible for any other Pension except a Vested Termination Pension; and
- (3) is not eligible for a retirement award under Section 4.10.

(b) Amount

The special distribution shall equal the lump sum amount determined below:

- (1) 2 weeks' pay for each year of Continuous Service for a Member having 20 or more years of Continuous Service;
- (2) 1-1/2 weeks' pay for each year of Continuous Service for a Member having at least 15, but less than 20, years of Continuous Service;
- (3) 1-1/4 weeks' pay for each year of Continuous Service for a Member having at least 10, but less than 15, years of Continuous Service; or
- (4) 1 week's pay for each year of Continuous Service for a Member having at least 5, but less than 10, years of Continuous Service.

Notwithstanding any provision of the Plan to the contrary, for purposes of this Section 4.11(b), Continuous Service shall not include any service after September 30, 2009.

Such lump sum amount shall be reduced by the Member's hypothetical account under The Gates Matchmaker Plan, as calculated under Section 4.1(b)(3).

(c) "One Week's Pay" for Member Described in Appendix J

For a Member described in Appendix J, one week's pay shall be based on a Member's rate of pay for his regular work week at the time of termination. If the Member is paid on a monthly basis, one week's pay shall be equal to the monthly rate divided by 4-1/3. Notwithstanding any provision of the Plan to the contrary, effective September 30, 2009, for purposes of this Section 4.11, "One Week's Pay" shall be based on a Member's rate of pay in effect at September 30, 2009 (or, if earlier, at the time of termination).

(d) Member May Elect Vested Termination Pension

A Member eligible to receive a special distribution under this Section may elect to receive either the Vested Termination Pension or the special distribution under this Section. However, such special distribution, after The Gates Matchmaker Plan Offset, shall in no event be less than an amount of Equivalent Actuarial Value to the Vested Termination Pension commencing at age 65. If the Member is married, an election to receive the special distribution under this Section will not be valid without Spousal Consent.

(e) Automatic Form of Payment

(1) If the lump sum amount of any special distribution payable to a Member at his Annuity Starting Date is \$5,000 or less, it shall be payable as a lump sum as follows:

(i) Mandatory Lump Sum. If the amount of the Member's special distribution is \$1,000 or less at his Annuity Starting Date, it shall be paid as a lump sum as soon as practicable following the Member's release from employment.

(ii) Voluntary Lump Sum. If the amount of the Member's special distribution exceeds \$1,000 but does not exceed \$5,000 at his Annuity Starting Date, the Member shall be entitled to elect to receive his benefit in one lump sum as soon as practicable following his release from employment or as of the first day of any later month that precedes his Normal Retirement Date. Such election shall be made in accordance with such administrative rules as the Retirement Board shall prescribe. Spousal Consent to the Member's election of the lump sum is not required. A Member who is entitled to elect a lump sum payment under this subparagraph (ii) shall not be entitled to receive payment in any other form of payment offered under the Plan.

(2) If the lump sum amount of any special distribution payable to a Member exceeds \$5,000 at his Annuity Starting Date, it shall be paid as follows:

(i) Form of Payment. If the Member is unmarried on his Annuity Starting Date, the special distribution shall be paid in the form of a 5 Years Certain and Life Annuity. If the Member is married on his Annuity Starting Date, the special distribution shall be paid in the form of a Qualified Joint and Survivor Annuity. Alternatively, the Member may elect, by written notice received by the Retirement Board, to receive his special distribution in the form of a lump sum or under a 5 Years Certain and Life Annuity. If a Member is married, such an election will not be valid without Spousal Consent.

(ii) Commencement of Annuity. As the Member elects, the annuity shall commence either immediately or as of the first day of any month following the Member's date of termination, but in no event later than the Member's Normal Retirement Date. If the annuity commences

prior to the Member's Normal Retirement Date, the amount payable shall be of Equivalent Actuarial Value to the amount payable at the Member's Normal Retirement Date.

- (iii) Member's Death Prior to Commencement of Annuity. If a married Member's special distribution is payable in the form of an annuity and the Member dies before such payments commence, an annuity shall be payable to his surviving spouse. At the election of the surviving spouse, the annuity shall commence either immediately or as of the first day of any month following the month in which the Member died but in no event later than the Member's Normal Retirement Date. The amount of the annuity shall be the amount that would have been payable under the normal form of payment for married Members if the Member's benefit had commenced immediately prior to his death.

Effective for Annuity Starting Dates on and after April 1, 2012, in lieu of an annuity, the Member's surviving spouse may elect a lump sum payment of the Member's special distribution. In no event shall a lump sum payment be made following the date payments have commenced to the spouse as an annuity.

Notwithstanding the foregoing, a lump sum payment shall be paid to the spouse in lieu of a monthly annuity if the Member's special distribution at the Annuity Starting Date amounts to \$5,000 or less. The lump sum payment shall be made as soon as practicable following the Member's death.

(f) Optional Forms of Benefit

In addition to a lump sum payment, a Member entitled to a special distribution under Section 4.11(e)(2) above may elect any optional form of payment available under Section 5.2(f).

4.12 Provisions Applicable to Members who Terminated Prior to January 1, 2007

The schedule of Pensions and the eligibility for Pensions under any previous Plan document as then in effect will continue to apply to those Members who Retired or terminated under such Plan document.

4.13. Special Additional Benefit for Member Who Retired Prior to July 1, 1987

In addition to the other benefits provided under this Doc. 2, each Member who Retired from active service (excluding Members with a Vested Termination Pension) before July 1, 1987 shall receive an additional monthly benefit upon first enrollment in Medicare Supplementary Insurance (Part B). This monthly benefit shall continue until the Member's death. The amount of such monthly benefit shall be the amount of the premium for Medicare Supplementary Insurance (Part B) determined at the time a Member first enrolls in Medicare Supplementary Insurance (Part B).

ARTICLE 5. PAYMENT OF PENSIONS

5.1 Automatic Form of Payment

(a) Unmarried Member

If a Member is not married on his Annuity Starting Date, the monthly Pension shall be payable as a 5 Years Certain and Life Pension.

(b) Married Member

If a Member is married on his Annuity Starting Date, the monthly Pension shall be payable as a Qualified Joint and Survivor Annuity.

(c) Mandatory Cashout

Notwithstanding the foregoing, a lump sum payment of Equivalent Actuarial Value shall be made in lieu of all benefits in the event:

- (1) the Member's Annuity Starting Date occurs on or after his Normal Retirement Date and the present value of his Pension determined as of his Annuity Starting Date amounts to \$5,000 or less; or
- (2) the Member's Annuity Starting Date occurs prior to his Normal Retirement Date and the present value of his Pension determined as of his Annuity Starting Date amounts to \$1,000 or less.

In determining the amount of a lump sum payment payable under this paragraph, Equivalent Actuarial Value shall mean a benefit, in the case of a lump sum benefit payable prior to a Member's Normal Retirement Date, of equivalent value to the benefit which would otherwise have been provided commencing at the Member's Normal Retirement Date, or, if larger, the benefit which would otherwise have been provided commencing at the earliest date he could have commenced payment. The lump sum payment shall be made as soon as practicable following the Member's termination of employment. In no event shall a lump sum payment be made following the date Pension payments have commenced as an annuity.

In the event a Member is not entitled to any Pension upon his termination of employment, he shall be deemed to have received a lump sum payment upon his termination of employment under the preceding provisions of this paragraph (c). In the event such Member is subsequently reemployed by the Company or an Affiliated Company, he shall not be treated as having received a lump sum payment for purposes of applying the provisions of Section 3.3.

(d) Voluntary Lump Sum Payment

Notwithstanding the foregoing provisions of this Section, a Member who is entitled to a Pension upon his termination of employment prior to his Normal Retirement Date shall be entitled to elect to receive his Pension in one lump sum of Equivalent

Actuarial Value to the Pension which would have been provided commencing on the Member's Normal Retirement Date, or, if larger, the benefit which would otherwise have been provided commencing at the earliest date he could have commenced payment and provided that the amount of the lump sum payment exceeds \$1,000 but does not exceed \$5,000 at the time of payment. The Member may elect to receive the lump sum payment as soon as practicable following his termination of employment or as of the first day of any later month that precedes his Normal Retirement Date. Such election shall be made in accordance with such administrative rules as the Retirement Board shall prescribe. Spousal Consent to the Member's election of the lump sum is not required. A Member who is entitled to elect a lump sum payment under this paragraph (d) shall not be entitled to receive payment in any other form of payment offered under the Plan.

5.2 Optional Forms of Pension

(a) Election of Optional Forms

- (1) Election. During the election period specified in paragraph (c), a Member may elect to convert his Pension, retirement award or special distribution into one of the optional forms of payment in paragraph (f) of Equivalent Actuarial Value.
- (2) Spousal Consent. A married Member's election of any optional form that does not provide for monthly payments to his spouse for life after the Member's death, in an amount equal to at least 50% but not more than 100% of the monthly amount payable under the option to the Member, shall be effective only if Spousal Consent to the election is received by the Retirement Board.

(b) Notice

Upon receipt of notification that a Member wishes to commence payment of his Pension, retirement award, or special distribution, the Retirement Board shall furnish to each Member a notice explaining in nontechnical language the terms and conditions of the Pension payable to the Member in the normal and optional forms. Such notice shall include:

- (1) a general description of the eligibility conditions for, and the material features and relative values of, the optional forms of Pension;
- (2) any rights the Member may have to defer commencement of his Pension;
- (3) the consequences of failing to defer receipt of his Pension;
- (4) the requirement for Spousal Consent as provided in paragraph(a)(2); and
- (5) the Member's right to make, and to revoke, elections under this Section.

Generally, the notice shall be provided within the 180-day period ending on the Member's Annuity Starting Date. However, the notice may be provided after the Member's Annuity Starting Date.

(c) Timing of Election

An election of an optional form of Pension shall be made on a form supplied by the Retirement Board, and may be made at any time during the period beginning on the date the Member receives the notice and ending on the later of the Member's Annuity Starting Date, or 30 days following the date the Member receives the notice.

Notwithstanding the foregoing, a Member, after having received the notice, may affirmatively elect to have his Pension commence sooner than 30 days following his receipt of the notice, provided all of the following requirements are met:

- (1) the Retirement Board clearly informs the Member that he has a period of at least 30 days after receiving the notice to decide when to have his benefits begin and, if applicable, to choose a particular optional form of Pension;
- (2) the Member affirmatively elects a date for his Pension to begin and, if applicable, an optional form of Pension, after receiving the notice;
- (3) the Member is permitted to revoke his election until the later of his Annuity Starting Date or seven days following the day he received the notice; and
- (4) payment does not commence less than seven days following the day after the notice is received by the Member.

(d) Revocation of Election

An election of an optional form may be revoked on a form supplied by the Retirement Board, and only during the election period described in paragraph (c). Subsequent elections and revocations may be made at any time during the election period described in paragraph (c). An election of an optional form shall be effective on the Member's Annuity Starting Date and may not be modified after his Annuity Starting Date unless otherwise provided in paragraph (c) above. A revocation of any election pursuant to this paragraph shall be effective when the completed form is timely filed with the Retirement Board. If a Member who has elected an optional form dies before his Annuity Starting Date (or before the date the election of the option becomes effective under paragraph (c)(3) above, if later), the election shall be revoked. If the Beneficiary designated under an option dies before the Member's Annuity Starting Date (or before the date the election of the option becomes effective under paragraph (c)(3) above, if later), the election shall be revoked.

(e) Pensions Excluded From Optional Pension Amount

Except as provided in Section 4.4(b)(3), the supplemental Early Retirement Pension under Section 4.4(b) and the surviving spouse's benefit under Section 4.9 will each be paid separately and will not be included in the computation of the optional Pension amount.

(f) Optional Forms of Payment

- (1) Option 1—5 Years Certain and Life Annuity. An unreduced monthly Pension shall be paid for the life of the Member. No Pension shall be payable after his death.

However, if the Member dies before 60 monthly payments have been paid, the remainder of such payments shall be made to his Beneficiary. Any benefits payable to a Member's Beneficiary as a result of the death of the Member before 60 monthly payments have been made, may, at the election of such Beneficiary on such form as the Retirement Board may prescribe, be paid in a lump sum equal to the Equivalent Actuarial Value of the remaining payments.

- (2) Option 2—Joint and 50% Survivor Annuity. A reduced monthly Pension shall be paid during the life of the Member. After his death, a monthly payment equal to one-half of such reduced monthly Pension shall be continued during the life of and shall be paid to the Beneficiary.
- (3) Option 3—Joint and 75% Survivor Annuity. Effective for Annuity Starting Dates on and after January 1, 2008, a reduced monthly Pension shall be paid during the life of the Member with the provision that after his death a monthly payment equal to 75% of such reduced monthly Pension shall be continued during the life of and shall be paid to the Beneficiary. Under this option, there will be no provision for 60 monthly payments certain.
- (4) Option 4—Joint and 100% Survivor Annuity. A reduced monthly Pension shall be paid during the life of the Member. After his death, such reduced monthly Pension shall be continued during the life of and shall be paid to the Beneficiary.
- (5) Option 5—Lump Sum Payment. Effective for Annuity Starting Dates on and after April 1, 2012, a lump sum payment in cash of Equivalent Actuarial Value to the Pension otherwise payable to the Member as of his Normal Retirement Date, or if larger, the Pension payable at his Annuity Starting Date. This Option 5 shall be available only if the amount of the lump sum payment at the Annuity Starting Date exceeds \$5,000.

5.3 Pension Payout Rules

(a) Commencement of Pension

Except as otherwise provided in this Article 5, unless a Member elects otherwise, payment of a Member's Pension shall begin as soon as administratively practicable following the later of:

- (1) the Member's 65th birthday; or
- (2) the date he terminates service with the Company and all Affiliated Companies,

but not more than 60 days after the close of the Plan Year in which such event occurs.

(b) Mandatory Distributions Under Code Section 401(a)(9)

Effective January 1, 2000, in the case of a Member who:

- (1) is not a five percent owner as defined in Section 416(i) of the Code, and
- (2) attains age 70-1/2 on or after January 1, 2000,

such Member's Pension shall begin no later than April 1 of the calendar year following the calendar year in which the Member terminates service with the Company and all Affiliated Companies. In the case of a Member who is not described in (1) and (2) above, such Member's Pension shall begin no later than April 1 of the calendar year following the calendar year in which he attains age 70-1/2.

5.4 Retroactive Annuity Starting Dates and Other Late Commencing Pensions

Notwithstanding any provision of the Plan to the contrary, a Member who elects any annuity form of payment as opposed to a lump sum may elect to commence such Pension from the Plan as of the first day of any month that is on or after the earliest date he is permitted to commence a Pension but prior to the date such Member timely receives the notice described in Section 5.2(b). For purposes of this Section, such Annuity Starting Date shall be referred to as a "retroactive Annuity Starting Date" and the first day of the month in which payments are first made shall be referred to as an "actual commencement date." In addition, a surviving spouse who does not elect a lump sum may elect a retroactive Annuity Starting Date for his Surviving Spouse's Pension. Any election of a retroactive Annuity Starting Date shall be subject to the provisions of this Section.

(a) Election of Retroactive Annuity Starting Date by Member

- (1) Commencement of Member's Pension After Earliest Eligible Date But Prior To Normal Retirement Date. A Member who terminates or Retires prior to his Normal Retirement Date but who does not commence his Pension as of the earliest date he is eligible to commence such Pension may elect to commence such Pension as of the first day of any month that is on or after the earliest date he was eligible to commence such Pension (which date shall be his retroactive Annuity Starting Date), provided such date is no more than one year prior to the date he submits a written notice to the Retirement Board.
- (2) Commencement of Member's Pension After Normal Retirement Date. A Member who does not continue to work after his Normal Retirement Date and whose Pension is therefore required to commence as of his Normal Retirement Date but whose Pension does not timely commence (because such Member could not be located or for any other reason) shall receive, beginning on a prospective Annuity Starting Date at least 180 days after the date the Member is located, Pension that is the Equivalent Actuarial Value of the Pension he was entitled to receive beginning on his Normal Retirement Date, unless such Member elects to commence his Pension as of his Normal Retirement Date

(which shall be his retroactive Annuity Starting Date). For purposes of the preceding sentence, the Equivalent Actuarial Value shall be determined using the IRS Interest Rate and the IRS Mortality Table.

(b) Restrictions Regarding Retroactive Annuity Starting Dates for Members

If a Member elects a retroactive Annuity Starting Date in accordance with subparagraph (a)(1) or (a)(2) above, the following rules shall apply:

- (1) Beginning on the Member's actual commencement date, the Member shall receive the amount of Pension that would have been payable to the Member if payments had commenced on the Member's retroactive Annuity Starting Date in the form applicable under Section 5.1, or the form elected by the Member under Section 5.2, as applicable. In addition, the Member shall receive one lump sum payment equal to the sum of the monthly payments the Member would have received during the period beginning on his retroactive Annuity Starting Date and ending on the day before his actual commencement date, together with interest at the IRS Interest Rate. For purposes of the preceding sentence, the amount of the monthly payments shall be determined as of the Member's retroactive Annuity Starting Date on the basis of the form of payment applicable to the Member under Section 5.1 or elected by the Member under Section 5.2, as applicable. The lump sum shall be paid on or as soon as practicable following the Member's actual commencement date.
- (2) The Member's Pension, including any interest adjustment, must satisfy the provisions Section 415 of the Code, both at the Member's retroactive Annuity Starting Date and the Member's actual commencement date, except that if payments commence within 12 months of the Member's retroactive Annuity Starting Date, the provisions of Section 415 of the Code need only be satisfied as of the retroactive Annuity Starting Date.
- (3) Spousal Consent to the Member's election of a retroactive Annuity Starting Date shall be required unless:
 - (i) the amount of the survivor annuity payable to the spouse determined as of the retroactive Annuity Starting Date under the form elected by the Member is no less than the amount the spouse would have received under the Qualified Joint and Survivor Annuity on the actual commencement date; or
 - (ii) the Member's spouse on his retroactive Annuity Starting Date is not his spouse on his actual commencement date and is not treated as his spouse under a qualified domestic relations order.

(c) Timing of Notice and Elections

Once a Member has submitted a written notice to the Retirement Board to commence a Pension under this Section, the Member shall be furnished the notice prescribed by Section 5.2(b) and his elections shall be made in accordance with the form, timing and other administrative rules under Section 5.2, based on the date the notice is furnished.

(d) Election by Surviving Spouse Upon Death of Member Before Member's Annuity Starting Date and Member's Normal Retirement Date

If a Member described in paragraph (a)(1) dies prior to his Annuity Starting Date and prior to his Normal Retirement Date and his surviving spouse is entitled to a Surviving Spouse's Pension under Section 4.8 and such Surviving Spouse's Pension does not commence as of the earliest date such Surviving Spouse's Pension could have commenced (because the surviving spouse cannot be located or for any other reason), the surviving spouse may elect to commence the Surviving Spouse's Pension as of the first day of any month following the earliest date he was eligible to commence such Surviving Spouse's Pension, provided such date is no more than one year prior to the date he submits a written notice to the Retirement Board. The amount of such Surviving Spouse's Pension shall be the amount that would have been payable if payments had commenced on the retroactive Annuity Starting Date. In addition, the surviving spouse shall receive one lump sum payment equal to the sum of the monthly payments the surviving spouse would have received during the period beginning on the retroactive Annuity Starting Date and ending on the day before the actual commencement date, together with interest at the IRS Interest Rate. The lump sum shall be paid on or as soon as practicable following the actual commencement date.

(e) Payment of Surviving Spouse's Pension Upon Death of Member Before Member's Annuity Starting Date But After Member's Normal Retirement Date

If a Member described in paragraph (a)(2) dies before his Annuity Starting Date but after his Normal Retirement Date and his surviving spouse is entitled to a Surviving Spouse's Pension under Section 4.8, the Member's surviving spouse shall receive, beginning on a prospective Annuity Starting Date, a Surviving Spouse's Pension computed on the basis of the Equivalent Actuarial Value of the Pension otherwise payable to the Member on his Normal Retirement Date, unless such surviving spouse elects to commence his Surviving Spouse's Pension as of the date it should have commenced (which shall be a retroactive Annuity Starting Date). If the surviving spouse elects a retroactive Annuity Starting Date, he shall receive a Surviving Spouse's Pension computed under Section 4.8(b) on the basis of the Equivalent Actuarial Value of the Pension payable to the Member on his Normal Retirement Date assuming he commenced payment as of the day preceding his date of death in the form of a Qualified Joint and Survivor Annuity, plus one lump sum payment equal to the sum of the monthly payments the spouse would have received from the first day of the month following the Member's date of death to the first day of the month in which payment of the Surviving Spouse's Pension commences, plus interest on such payments at the IRS Interest Rate.

ARTICLE 6. SPECIAL AND ADDITIONAL BENEFITS

6.1 General

This Article describes certain special and additional benefits that shall be payable under this Doc. 2 from time to time. Special and additional benefits granted for participants who Retired or terminated prior to the Effective Date of this Plan and which do not affect their future benefits are contained in prior versions of the Plan.

6.2 Special and Additional Benefits

(a) Special Provisions For Certain Employees of The Gates Clinic as of February 28, 1998

Notwithstanding any other provision of this Doc. 2 to the contrary, the following provisions shall apply to each Member who was employed by The Gates Clinic as of February 28, 1998:

- (1) If such Member has attained age 53 but not age 55 as of February 28, 1998, such Member shall be deemed to have attained age 55 as of February 28, 1998 for purposes of determining such Member's eligibility for an Early Retirement Pension.
- (2) If such Member has completed at least eight but fewer than 10 years of Continuous Service as of February 28, 1998, such Member shall be deemed to have completed 10 years of Continuous Service as of February 28, 1993 for purposes of determining such Member's eligibility for an Early Retirement Pension.
- (3) If such Member has completed at least eight but fewer than 10 years of Credited Service as of February 28, 1998, such Member shall be deemed to have completed 10 years of Credited Service as of February 28, 1993 for purposes of calculating the amount of such Member's monthly Pension.

(b) Special Provisions for Certain Employees Affected by the March 31, 1999 Reduction of Corporate Staffing

Notwithstanding any other provision of this Doc. 2 to the contrary, the following provisions shall apply to certain Members affected by the March 31, 1999 reduction of corporate staffing:

- (1) Additional Service and Age Credit. Subject to the provisions of the following sentence, for determining eligibility for benefits under the Plan and for purposes of calculating (i) the amount of a Member's Normal Retirement Pension and (ii) any reduction for early commencement of a benefit under the Plan, each Member specified in Section I of Appendix O shall be deemed to have three additional years of Continuous Service, three additional years of Credited Service and three additional years of age. Such additional service and age shall be credited only if the Member executes, within the time frames

required by the Company that are in accordance with the Older Workers Benefit Protection Act of 1990 (the "OWBPA"), the General Release provided by the Company in accordance with the OWBPA.

- (2) Enhanced Benefit. Each Member specified in Section II of Appendix O shall be entitled to the enhanced benefit specified in Column A or Column B of Section II of Appendix O. Such enhanced benefit shall be payable in addition to the Member's Pension. If the Member is not married on his Annuity Starting Date, the normal form of payment of the enhanced benefit shall be a 5 Year Certain and Life Pension in the amount specified in Column A of Section II of Appendix O. If the Member is married on his Annuity Starting Date, the normal form of payment of the enhanced benefit shall be a Qualified Joint and Survivor Annuity of Equivalent Actuarial Value (determined without regard to the additional age credit granted under paragraph (1) above) to the amount that would be payable as a 5 Years Certain and Life Annuity. Notwithstanding the preceding two sentences, a Member may waive, in accordance with the provisions of Section 5.2, the normal form of payment of his enhanced benefit and elect to receive his enhanced benefit in a lump sum equal to the amount specified in Column B of Section II of Appendix O. Such enhanced benefit shall be payable as soon as administratively practicable following the Member's election to commence payment.
- (3) Contingent Enhanced Benefit. Each Member specified in Section III of Appendix O shall be entitled to the contingent enhanced benefit specified in Column A or Column B of Section III of Appendix O, provided such Member executes, within the time frames required by the Company that are in accordance with the OWBPA, the General Release provided by the Company in accordance with the OWBPA. Such contingent enhanced benefit shall be payable in addition to the Member's Pension and to the Member's enhanced benefit under paragraph (2) above. If the Member is not married on his Annuity Starting Date, the normal form of payment of the contingent enhanced benefit shall be a 5 Year Certain and Life Pension in the amount specified in Column A of Section III of Appendix O. If the Member is married on his Annuity Starting Date, the normal form of payment of the contingent enhanced benefit shall be a Qualified Joint and Survivor Annuity of Equivalent Actuarial Value (determined without regard to the additional age credit granted under paragraph (1) above) to the amount that would be payable as a 5 Years Certain and Life Annuity. Notwithstanding the preceding two sentences, a Member may waive, in accordance with the provisions of Section 5.2, the normal form of payment of his contingent enhanced benefit and elect to receive his contingent enhanced benefit in a lump sum equal to the amount specified in Column B of Section III of Appendix O. Such contingent enhanced benefit shall be payable as soon as administratively practicable following receipt of the Member's General Release and the Member's election to commence payment.

(c) Special Provisions for Certain Employees Affected by the April 30, 1999 Reduction of Flight Operations Staffing

Notwithstanding any other provision of this Doc. 2 to the contrary, the following provisions shall apply to certain Members described in Appendix P who were affected by the April 30, 1999 reduction of flight operations staffing:

- (1) Additional Service and Age Credit. Subject to the provisions of the following sentence, for determining eligibility for benefits under the Plan and for purposes of calculating (i) the amount of a Member's Normal Retirement Pension under Section 4.1 and (ii) any reduction for early commencement of a benefit under the Plan, each Member specified in Section I of Appendix P shall be deemed to have three additional years of Continuous Service, three additional years of Credited Service and three additional years of age. Such additional service and age shall be credited only if the Member executes, within the time frames required by the Company that are in accordance with the Older Workers Benefit Protection Act of 1990 (the "OWBPA"), the General Release provided by the Company in accordance with the OWBPA.
- (2) Enhanced Benefit. Each Member specified in Section II of Appendix P shall be entitled to the enhanced benefit specified in Column A or Column B of Section II of Appendix P. Such enhanced benefit shall be payable from the Plan in addition to the Member's Pension. If the Member is not married on his Annuity Starting Date, the normal form of payment of the enhanced benefit shall be a 5 Years Certain and Life Pension in the amount specified in Column A of Section II of Appendix P. If the Member is married on his Annuity Starting Date, the normal form of payment of the enhanced benefit shall be a Qualified Joint and Survivor Annuity of Equivalent Actuarial Value (determined without regard to the additional age credit granted under paragraph (1) above) to the amount that would be payable as a 5 Years Certain and Life Annuity. Notwithstanding the preceding two sentences, a Member may waive, in accordance with the provisions of Section 5.2, the normal form of payment of his enhanced benefit and elect to receive his enhanced benefit in a lump sum equal to the amount specified in Column B of Section II of Appendix P. Such enhanced benefit shall be payable as soon as administratively practicable following the Member's election to commence payment.
- (3) Contingent Enhanced Benefit. Each Member specified in Section III of Appendix P shall be entitled to the contingent enhanced benefit specified in Column A or Column B of Section III of Appendix P, provided such Member executes, within the time frames required by the Company that are in accordance with the OWBPA, the General Release provided by the Company in accordance with the OWBPA. Such contingent enhanced benefit shall be payable in addition to the Member's Pension and to the Member's enhanced benefit under paragraph (2) above. If the Member is not married on his Annuity Starting Date, the normal form of payment of the contingent enhanced benefit shall be a 5 Years Certain and Life Pension in the amount specified in Column A of Section III of Appendix P. If the Member is married on his Annuity Starting Date, the normal form of payment of the contingent enhanced benefit shall be a Qualified Joint and Survivor Annuity of Equivalent Actuarial

Value (determined without regard to the additional age credit granted under paragraph (1) above) to the amount that would be payable as a 5 Years Certain and Life Annuity. Notwithstanding the preceding two sentences, a Member may waive, in accordance with the provisions of Section 5.2, the normal form of payment of his contingent enhanced benefit and elect to receive his contingent enhanced benefit in a lump sum equal to the amount specified in Column B of Section III of Appendix P. Such contingent enhanced benefit shall be payable as soon as administratively practicable following receipt of the Member's General Release and the Member's election to commence payment.

(d) Special Provisions Applicable to Certain Appendix J Members Who Apply and Are Determined Eligible to Participate in the Enhanced Early Retirement Window Program Effective November 22, 2000

Notwithstanding any other provision of this Doc. 2 to the contrary, the following provisions shall apply to Appendix J Members who are eligible to apply for and who are determined to be entitled to participate in the Enhanced Early Retirement Window Program (the "EERWP") in accordance with the rules contained in this paragraph.

(1) Eligibility to Apply to Participate. A Member shall be eligible to apply to participate in the EERWP if he is described in subparagraph (i) below, not excluded under subparagraph (ii) below and satisfies subparagraph (iii) below.

(i) Subject to the provisions of subparagraphs (ii) and (iii) below, the following Members are eligible to apply to participate in the EERWP:

(A) Members who are employed on November 22, 2000 and who as of November 22, 2000 have not elected to Retire,

(B) Members who Retired effective November 1, 2000 but who are not yet in pay status on November 22, 2000, and

(C) Members who submitted, prior to November 22, 2000, a written election to Retire effective December 1, 2000, January 1, 2000 or February 1, 2000.

(ii) The following Members are not eligible to participate in the EERWP:

(A) Plant managers in U. S. manufacturing facilities other than in Denver, Colorado,

(B) Hourly production Employees,

(C) Hourly maintenance Employees,

(D) Hourly warehouse Employees,

(E) Transport driver Employees,

- (F) Members who previously have applied for Retirement and received retirement benefits,
 - (G) Members who have been notified prior to November 22, 2000, that their positions will be eliminated and have been determined to be eligible for severance pay in connection with the elimination of their positions, and
 - (H) Members who previously signed a release in connection with their termination of employment or Retirement or any other claim against the Company, including Members who Retired under the provisions of Sections 6.2(a), (b) or (c) above or any similar programs.
- (iii) A Member eligible under subparagraph (i) above and not excluded under subparagraph (ii) above shall be eligible to apply to participate in the EERWP if he satisfies any one of the following requirements on or after November 1, 2000 and no later than January 31, 2001.
- (A) The Member has attained age 62 and has completed ten or more years of Continuous Service, or
 - (B) The Member has attained age 52 and has completed 20 or more years of Continuous Service, or
 - (C) The Member has completed 27 or more years of Continuous Service, regardless of age.
- (2) Application Period. Members who are eligible to apply to participate in the EERWP in accordance with the provisions of paragraph (1) above must submit a written application to participate in the EERWP on the forms prescribed by the Company, in accordance with the procedures prescribed by the Company, during the period from November 22, 2000 through January 16, 2001 (the "Application Period").
- (3) Limit on Number of Members Entitled to Participate in the EERWP. The maximum number of Members that shall be entitled to participate in the EERWP shall be 130 Members. If the total number of written applications received from eligible Members during the Application Period exceeds 130, the determination of which of such Members are entitled to participate in the EERWP shall be made in a nondiscretionary and nondiscriminatory manner based on actual years of Continuous Service, in descending order, so that the Member with the most Continuous Service shall be considered to be the first Member entitled to participate in the EERWP.
- (4) Execution of Agreement. In addition to the above-described requirements, a Member shall be entitled to participate in the EERWP only if the Member executes, within the time frames required by the Company that are in accordance with the Older Workers Benefit Protection Act of 1990 (the

"OWBPA"), the associate termination agreement provided by the Company in accordance with the OWBPA (the "Agreement").

(5) Additional Service and Age Credit. Each Member who is determined to be entitled to participate in the EERWP in accordance with the preceding provisions of this Section 6.2(d) shall be deemed to have three additional years of Continuous Service, three additional years of Credited Service and three additional years of age for determining eligibility for benefits under the Plan and for purposes of calculating:

- (i) the amount of a Member's Normal Retirement Pension under 4.1 and
- (ii) any reduction for early commencement of a benefit under the Plan,

subject to the following restrictions of this paragraph (5). For purposes of calculating the amount of such Member's Normal Retirement Pension under Section 4.1, such additional Credited Service shall be deemed to have been earned after December 31, 1998. The calculation of such Member's Average Eligible Earnings shall be determined in accordance with Section 1.13 with respect to actual Eligible Earnings during the Member's actual Continuous Service, without regard to the additional Continuous Service deemed to be credited under the EERWP. The calculation of the Member's hypothetical account balance under The Gates Matchmaker Plan shall be made in accordance with Section 4.1(b)(3) without regard to the additional age and service credit deemed to be credited under the EERWP.

(6) Retirement Date and Payment of Enhanced Benefits.

- (i) A Member described in Section 6.2(d)(1)(i)(A) above who is determined to be entitled to participate in the EERWP shall be required to Retire effective February 1, 2001 in order to receive the additional service and age credit specified in Section 6.2(d)(5) above. Notwithstanding the preceding sentence, the Company may require, based on bona fide and nondiscriminatory business reasons, that certain of such entitled Members who are assigned as of November 22, 2000 to salary grades of 74 or higher Retire effective as of dates later than February 1, 2001, provided that in no event shall the delayed Retirement dates be later than May 1, 2001. The Company shall notify such Members in writing no later than January 31, 2001 of their delayed Retirement dates. A Member who is determined to be entitled to participate in the EERWP but who does not Retire effective February 1, 2001, or such later date as is prescribed by the Company in accordance with the preceding two sentences, shall not be entitled to receive the additional service and age credit specified in Section 6.2(d)(5) above.
- (ii) A Member described in Section 6.2(d)(1)(i)(B) who is determined to be entitled to participate in the EERWP shall receive his unenhanced pension benefits from November 1, 2000 through January 31, 2001 and

shall commence receiving his enhanced monthly pension benefit effective February 1, 2001.

- (iii) A Member described in Section 6.2(d)(1)(i)(C) who is determined to be entitled to participate in the EERWP shall be eligible to Retire on the Retirement date he elected and shall receive his unenhanced monthly pension benefit from his effective date of Retirement until February 1, 2001 and shall commence receiving his enhanced monthly pension benefit effective February 1, 2001.

(e) Special Provisions for Certain Employees Affected by the March 31, 2001 Reduction of Corporate Staffing

Notwithstanding any other provision of this Doc. 2 to the contrary, the following provisions shall apply to certain Members affected by the March 31, 2001 reduction of corporate staffing:

- (1) Enhanced Benefit. Each Member specified in Section I of Appendix Q shall be entitled to the enhanced benefit specified in Column A or Column B of Section I of Appendix Q. Such enhanced benefit shall be payable in addition to the Member's Pension. If the Member is not married on his Annuity Starting Date, the normal form of payment of the enhanced benefit shall be a 5 Years Certain and Life Pension in the amount specified in Column A of Section I of Appendix Q. If the Member is married on his Annuity Starting Date, the normal form of payment of the enhanced benefit shall be a Qualified Joint and Survivor Annuity. Notwithstanding the preceding two sentences, a Member may waive, in accordance with the provisions of Section 5.2, the normal form of payment of his enhanced benefit and elect to receive his enhanced benefit in a lump sum equal to the amount specified in Column B of Section I of Appendix Q. Such enhanced benefit shall be payable as soon as administratively practicable following the Member's election to commence payment.
- (2) Contingent Enhanced Benefit. Each Member specified in Section II of Appendix Q shall be entitled to the contingent enhanced benefit specified in Column A or Column B of Section II of Appendix Q, provided such Member executes, within the time frames required by the Company that are in accordance with the Older Workers Benefit Protection Act of 1990 (the "OWBPA") the General Release provided by the Company in accordance with the OWBPA. Such contingent enhanced benefit shall be payable in addition to the Member's Pension and to the Member's enhanced benefit under paragraph (1) above. If the Member is not married on his Annuity Starting Date, the normal form of payment of the contingent enhanced benefit shall be a 5 Years Certain and Life Pension in the amount specified in Column A of Section II of Appendix Q. If the Member is married on his Annuity Starting Date, the normal form of payment of the contingent enhanced benefit shall be the Qualified Joint and Survivor Annuity. Notwithstanding the preceding two sentences, a Member may waive, in accordance with the provisions of Section 5.2, the normal form of payment of his contingent enhanced benefit and elect to receive his contingent enhanced benefit in a lump sum equal to the amount

specified in Column B of Section II of Appendix Q. Such contingent enhanced benefit shall be payable as soon as administratively practicable following receipt of the Member's General Release and the Member's election to commence payment.

(f) Rule of 72 Early Retirement Pension for Certain Members at Galesburg Location

Notwithstanding any other provisions of this Doc. 2 to the contrary, the following provisions shall apply to certain Members who are employed at the Galesburg, IL location and such provisions shall be referred to as the "Galesburg Rule of 72 Early Retirement Pension."

(1) Eligibility

Members who have at least five Years of Continuous Service but who are not eligible for an Early Retirement Pension shall be eligible for a Galesburg Rule of 72 Early Retirement Pension provided that their employment terminates as a result of the discontinuance of the hose manufacturing operations and their related support departments, excluding banbury operations, at the Galesburg, IL location on or after October 1, 2002 (or such other date as is determined by the Employer) and prior to January 1, 2004, and provided that as of the date their employment is terminated, the sum of their age and their Continuous Service equals or exceeds 72 years, determined as follows:

- (i) For purposes of determining a Member's age as of the date of termination, the Member's age shall be calculated based on years and full completed months.
- (ii) For purposes of determining a Member's Continuous Service as of the date of termination, the Member's Continuous Service shall be calculated based on years and full completed months.
- (iii) For purposes of determining whether the sum of a Member's age and Continuous Service equals or exceeds 72 years, completed months of age and completed months of Continuous Service shall be added together and 12 completed months shall constitute one year, and such year shall be added to the completed years of age and Continuous Service.

(2) Amount

An eligible Member's monthly Galesburg Rule of 72 Early Retirement Pension shall be determined in accordance with Section 4.1, based on his Credited Service and Average Eligible Earnings to the date of early Retirement. However, if the Galesburg Rule of 72 Early Retirement Pension commences prior to the Member's Normal Retirement Date, the Member's monthly Galesburg Rule of 72 Early Retirement Pension shall be determined as follows:

- (i) Younger Than Age 62 at Annuity Starting Date. In the case of a Member who has not attained age 62 at his Annuity Starting Date, the

Galesburg Rule of 72 Early Retirement Pension otherwise payable at his Normal Retirement Date shall be reduced by 4/10 of one percent for each month by which such Member's Annuity Starting Date precedes the first day of the month following his 62nd birthday.

- (ii) Age 62 or Older at Annuity Starting Date. In the case of a Member who has attained age 62 at his Annuity Starting Date, the Galesburg Rule of 72 Early Retirement Pension shall not be reduced for early commencement.

(3) Commencement and Duration of Payments

Payment of a Member's Galesburg Rule of 72 Early Retirement Pension under this Section shall begin, as elected by the Member, as of the first day of any month following the Member's Retirement and on or before his Normal Retirement Date. Pension checks are issued at the end of each month. Unless payments are due to a Beneficiary upon a Member's death, pursuant to Article 5, the last monthly payment of such Galesburg Rule of 72 Early Retirement Pension shall be for the month of the Member's death.

(g) Rule of 72 Early Retirement Pension for Certain Members at Elizabethtown, KY Belt & Hose Location

Notwithstanding any other provisions of this Doc. 2 to the contrary, the following provisions shall apply to certain Members who are employed at the Elizabethtown, KY Belt & Hose location and such provisions shall be referenced to as the "E-Town Belt & Hose Rule of 72 Early Retirement Pension."

(1) Eligibility

Members who have at least five Years of Continuous Service but who are not eligible for an Early Retirement Pension shall be eligible for an E-Town Belt & Hose Rule of 72 Early Retirement Pension provided that their employment terminates as a result of the discontinuance of the belt and hose manufacturing operations and their related support departments at the Elizabethtown, KY Belt & Hose location on or after October 4, 2003 (or such other date as is determined by the Employer) and prior to June 30, 2004 and provided that as of the date their employment is terminated, the sum of their age and their Continuous Service equals or exceeds 72 years, determined as follows:

- (i) For purposes of determining a Member's age as of the date of termination, the Member's age shall be calculated based on years and full completed months.
- (ii) For purposes of determining a Member's Continuous Service as of the date of termination, the Member's Continuous Service shall be calculated based on years and full completed months.
- (iii) For purposes of determining whether the sum of a Member's age and Continuous Service equals or exceeds 72 years, completed months of

age and completed months of Continuous Service shall be added together and 12 completed months shall constitute one year, and such year shall be added to the completed years of age and Continuous Service.

(2) Amount

An eligible Member's monthly E-Town Belt & Hose Rule of 72 Early Retirement Pension shall be determined in accordance with Section 4.1, based on his Credited Service and Average Eligible Earnings to the date of early Retirement. However, if the E-Town Belt & Hose Rule of 72 Early Retirement Pension commences prior to the Member's Normal Retirement Date, the Member's monthly E-Town Belt & Hose Rule of 72 Early Retirement Pension shall be determined as follows:

- (i) Younger Than Age 62 at Annuity Starting Date. In the case of a Member who has not attained age 62 at his Annuity Starting Date, the E-Town Belt & Hose Rule of 72 Early Retirement Pension otherwise payable at his Normal Retirement Date shall be reduced by 4/10 of one percent for each month by which such Member's Annuity Starting Date precedes the first day of the month following his 62nd birthday.
- (ii) Age 62 or Older at Annuity Starting Date. In the case of a Member who has attained age 62 at his Annuity Starting Date, the E-Town Belt & Hose Rule of 72 Early Retirement Pension shall not be reduced for early commencement.

(3) Commencement and Duration of Payments

Payment of a Member's E-Town Belt & Hose Rule of 72 Early Retirement Pension under this Section shall begin, as elected by the Member, as of the first day of any month following the Member's Retirement and on or before his Normal Retirement Date. Pension checks are issued at the end of each month. Unless payments are due to a Beneficiary upon a Member's death, pursuant to Article 5, the last monthly payment of such E-Town Belt & Hose Rule of 72 Early Retirement Pension shall be for the month of the Member's death.

APPENDIX A
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TABLE OF EQUIVALENT ACTUARIAL VALUE FACTORS

Factors for determining the reduction for early commencement of a Vested Termination Pension for members terminating before July 1, 1993.

AGE		FACTOR	AGE		FACTOR
YEARS	MONTHS		YEARS	MONTHS	
55		0.423379	58		0.539296
55	1	0.426295	58	1	0.543202
55	2	0.429211	58	2	0.547107
55	3	0.432127	58	3	0.551013
55	4	0.435043	58	4	0.554918
55	5	0.437959	58	5	0.558824
55	6	0.440875	58	6	0.562730
55	7	0.443790	58	7	0.566635
55	8	0.446706	58	8	0.570541
55	9	0.449622	58	9	0.574446
55	10	0.452538	58	10	0.578352
55	11	0.455454	58	11	0.582257
56		0.458370	59		0.586163
56	1	0.461578	59	1	0.590486
56	2	0.464786	59	2	0.594809
56	3	0.467994	59	3	0.599132
56	4	0.471201	59	4	0.603455
56	5	0.474409	59	5	0.607778
56	6	0.477617	59	6	0.612101
56	7	0.480825	59	7	0.616424
56	8	0.484033	59	8	0.620747
56	9	0.487241	59	9	0.625070
56	10	0.490448	59	10	0.629393
56	11	0.493656	59	11	0.633716
57		0.496864	60		0.638039
57	1	0.500400	60	1	0.642835
57	2	0.503936	60	2	0.647631
57	3	0.507472	60	3	0.652427
57	4	0.511008	60	4	0.657222
57	5	0.514544	60	5	0.662018
57	6	0.518080	60	6	0.666814
57	7	0.521616	60	7	0.671610
57	8	0.525152	60	8	0.676406
57	9	0.528688	60	9	0.681202
57	10	0.532224	60	10	0.685997
57	11	0.535760	60	11	0.690793

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TABLE OF EQUIVALENT ACTUARIAL VALUE FACTORS

AGE		FACTOR	AGE		FACTOR
YEARS	MONTHS		YEARS	MONTHS	
61		0.695589	63		0.830921
61	1	0.700922	63	1	0.837565
61	2	0.706255	63	2	0.844209
61	3	0.711588	63	3	0.850853
61	4	0.716921	63	4	0.857497
61	5	0.722254	63	5	0.864141
61	6	0.727587	63	6	0.870786
61	7	0.732919	63	7	0.877430
61	8	0.738252	63	8	0.884074
61	9	0.743585	63	9	0.890718
61	10	0.748918	63	10	0.897362
61	11	0.754251	63	11	0.904006
62		0.759584	64		0.910650
62	1	0.765529	64	1	0.918096
62	2	0.771474	64	2	0.925542
62	3	0.777418	64	3	0.932988
62	4	0.783363	64	4	0.940433
62	5	0.789308	64	5	0.947879
62	6	0.795253	64	6	0.955325
62	7	0.801197	64	7	0.962771
62	8	0.807142	64	8	0.970217
62	9	0.813087	64	9	0.977663
62	10	0.819032	64	10	0.985108
62	11	0.824976	64	11	0.992554

**SUMMARY OF
HISTORICAL APPENDICES B, C, D, E, F, G, H AND I**

The appendices described below reflected provisions applicable to Members in specified groups who terminated or Retired prior to January 1, 1997, were deleted with the January 1, 1997 amendment and restatement of the Plan. They are described here for historical purposes only.

<u>Appendix</u>	<u>Description</u>
Appendix B	Special Provisions Applicable to Former Members of the Murray Rubber Company Salaried Retirement Plan
Appendix C	Special Provisions Applicable to Certain Field Salesmen of the Industrial Sales Division
Appendix D	Special Provisions Applicable to Employees of Country Club of Colorado
Appendix E	Special Provisions Applicable to Employees of Kansas City Garden Hose Distribution Center
Appendix F	Special Provisions Applicable to Former Members of the Uniroyal Power Transmission Company Pension Plan
Appendix G	Special Provisions Applicable to Gates Energy Products
Appendix H	Special Provisions Applicable to Employees of Gates Molded Products Spencer Road
Appendix I	Special Provisions Applicable to Employees of Gates Formed-Fibre Products, Inc. and Gates Power Drive Products, Inc.

The provisions of any applicable prior Plan Documents continue to apply to Members who Retired or terminated under such prior Plan Document.

APPENDIX J
(Page 1 of 2)

**LIST OF LOCATIONS, SUBSIDIARIES, COLLECTIVE BARGAINING UNITS
AND/OR EMPLOYEE CLASSIFICATIONS AUTHORIZED TO PARTICIPATE
IN DOC. 2 AS OF DECEMBER 31, 1988 AND ON AND AFTER JANUARY 1, 1989**

All Field Salespersons

All Transportation Drivers

All Distribution Center Employees at the Following Locations

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

Denver, CO

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

Los Angeles, CA

Salaried Employees

Chambersburg, PA

All Non-Bargaining Employees

Elizabethtown, KY Belt & Hose

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)

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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

APPENDIX K

**LIST OF LOCATIONS, SUBSIDIARIES,
COLLECTIVE BARGAINING UNITS AND/OR
EMPLOYEE CLASSIFICATIONS AUTHORIZED TO PARTICIPATE
IN DOC. 2 EFFECTIVE ON AND AFTER JANUARY 1, 1989
WHO WERE COVERED BY DOC. 4 PRIOR TO JANUARY 1, 1989**

All Non-Bargaining Employees In:

Charleston
Gates Data Products (Liquidated November 1, 1985)
Jefferson
Poplar Bluff
Red Bay
Versailles
Warrensburg (prior to January 1, 1987)

APPENDIX L

**TABLE USED TO CALCULATE
SUPPLEMENTAL EARLY RETIREMENT PENSION
EFFECTIVE JANUARY 1, 1994**

For Members described in Appendix J, the monthly amount of the supplemental Early Retirement Pension shall be (a) the amount determined from the Table below, plus (b) \$28.50 times years of Credited Service, less (c) the Member's gross Early Retirement Pension benefit (prior to The Gates Matchmaker Plan Offset).

Years of Credited Service	AGE						
	55	56	57	58	59	60	61
30	\$50	\$60	\$70	\$80	\$90	\$99	\$109
31	55	65	75	84	94	104	114
32	60	69	79	89	99	109	118
33	64	74	84	94	103	113	123
34	70	80	89	99	109	119	129
35	74	84	94	104	114	123	133
36	79	89	99	108	118	128	138
37	84	93	103	113	123	133	142
38	89	99	109	119	128	138	148
39	-	104	113	123	133	143	153
40	-	-	118	128	138	147	157
41	-	-	-	132	142	152	162
42	-	-	-	-	148	157	167
43	-	-	-	-	-	162	172
44	-	-	-	-	-	-	177

APPENDIX M
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**TABLE OF FACTORS FOR USE IN DETERMINING
THE GATES MATCHMAKER PLAN OFFSET
EFFECTIVE JANUARY 1, 1994**

Monthly offset to Pension benefit per \$1,000 of The Gates Matchmaker Plan account balance (as of the end of the second month preceding the date of termination or Retirement).

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

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Nearest Age at Termination of Service	Continuous Service at Termination		
	Less than 10 Years	10 to 30 Years	Over 30 Years
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 M, age is rounded to the nearest age. Continuous Service is not rounded.

APPENDIX O
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**LIST OF MEMBERS AND ENHANCED BENEFITS
PAYABLE IN CONNECTION WITH THE MARCH 31, 1999
REDUCTION OF CORPORATE STAFFING**

SECTION I

The following Members are eligible for the additional service and age credit described in Section 6.19(e)(1) of the Plan effective March 31, 1999:

Name	Social Security Number	Name	Social Security Number
Alevras, John G.	xxx-xx-6830	Kizziah, James K.	xxx-xx-1026
Allen, Richard G.	xxx-xx-2819	Kobey, Bruce E.	xxx-xx-2209
Beebe, Walter W.	xxx-xx-1776	Kochenower, Norma J.	xxx-xx-4627
Carlberg, John D.	xxx-xx-0877	Kovalcik, David C.	xxx-xx-1038
Chavez-Swartz, Eleanor L.	xxx-xx-9651	Kriebel, Rosalie D.	xxx-xx-9743
Chisholm, Patsy L.	xxx-xx-7310	Lawson, Eric N.	xxx-xx-8002
Christian, Richard E.	xxx-xx-4405	McPherson, James E.	xxx-xx-3990
Cole, Wilda D.	xxx-xx-0036	Merry, John L.	xxx-xx-9297
Colter, R. J.	xxx-xx-0967	Mitchell, David W.	xxx-xx-6002
Copher, John R.	xxx-xx-2204	Monnett, Martha W.	xxx-xx-7070
Covill, Jerry A.	xxx-xx-7234	Monroe, Alberta L.	xxx-xx-1476
Davis, Stanley C.	xxx-xx-0809	Mortimer, Mary E.	xxx-xx-4918
Dawson, Gary A.	xxx-xx-5165	Nawrocki, Walter T.	xxx-xx-3790
Detine, Maureen A.	xxx-xx-5968	Okerman, Janet M.	xxx-xx-7276
Donovan, Jerrold F.	xxx-xx-2055	Parish, Carol L.	xxx-xx-2981
Eigel, Lawrence E.	xxx-xx-9028	Parsons, Judith O.	xxx-xx-9901
Elder, Raymond L.	xxx-xx-8649	Peltzman, William S.	xxx-xx-5917
Esparza, Sarah	xxx-xx-9909	Petersen, William C.	xxx-xx-4223
Estrada, Geraldine M.	xxx-xx-6355	Prevost, E. A.	xxx-xx-1774
Fischer, Richard J.	xxx-xx-5781	Roos, David E.	xxx-xx-3473
Fox, Stephen G.	xxx-xx-6279	Rorie, Homer L.	xxx-xx-0871
Fuchtman, Dorothy M.	xxx-xx-6169	Sample, Georgia A.	xxx-xx-6066
Garcilaso, Elizabeth A.	xxx-xx-1990	Schauer, Paul D.	xxx-xx-8182
Gorby, Randall W.	xxx-xx-9141	Schimmels, Richard C.	xxx-xx-5868
Hampton, Carole L.	xxx-xx-9728	Schooley, Paul F.	xxx-xx-4710
Harper, Donald G.	xxx-xx-9307	Scribner, Sandra L.	xxx-xx-4453
Hawkins, Edward D.	xxx-xx-4537	Sundberg, Harrell P.	xxx-xx-3033
Herrera-Weaver, Anne B.	xxx-xx-2578	Talich, Roger H.	xxx-xx-5688
Hill, Michigan E.	xxx-xx-7467	Tanner, Donald R.	xxx-xx-6798
Huwa, Elaine R.	xxx-xx-1094	Teeuwen, Randall C.	xxx-xx-0075
Jani, Bhargav V.	xxx-xx-2240	Thorley, Richard L.	xxx-xx-2286
Jedloe, Robert W.	xxx-xx-9234	Todd, David J.	xxx-xx-9589
Johnson, David E.	xxx-xx-5075	Turner, Jeffrey R.	xxx-xx-5391
Jolas, Philip G.	xxx-xx-8524	Watson, Christine L.	xxx-xx-6353
Jones, Joann	xxx-xx-5152	Wheeler, Deborah L.	xxx-xx-2024
Karger, Ernest W.	xxx-xx-0501	Whiteside, Walter J.	xxx-xx-3628
Keeler, Orville A.	xxx-xx-3405	Winton, Richard S.	xxx-xx-0532
Kelley, Carol A.	xxx-xx-9817	Witter, James H.	xxx-xx-2191
Kerr, John H.	xxx-xx-7469	Yates, Juanita J.	xxx-xx-4243

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SECTION II

The following Members are entitled to the following enhanced benefits in accordance with Section 6.19(e)(2) of the Plan effective March 31, 1999:

Member's Name	A Amount of Enhanced Monthly Benefit Payable As 5 Year Certain & Life	B Amount of Enhanced Benefit Payable As a Lump Sum
Aletras, John W.	356.37	43,282.00
Beebe, Walter W.	178.56	20,298.00
Christian, Richard E.	207.53	24,826.80
Cole, Wilda D.	80.92	8,667.32
Copher, John R.	139.39	17,625.60
Davis, Stanley C.	203.20	21,304.40
Dawson, Gary A.	233.99	28,825.20
Donovan, Jerrold F.	201.02	25,418.40
Eigel, Lawrence E.	122.26	14,150.80
Esparza, Sarah	102.52	9,794.72
Fischer, Richard J.	236.64	28,308.40
Fox, Stephen G.	99.47	13,389.20
Fuchtman, Dorothy M.	94.30	9,669.60
Garcilaso, Elizabeth A.	86.50	9,458.80
Gorby, Randall W.	280.95	32,517.60
Harper, Donald G.	154.89	20,257.20
Huwa, Elaine R.	99.73	10,682.80
Jedloe, Robert W.	191.00	21,304.40
Johnson, David E.	177.21	22,126.18
Karger, Ernest W.	282.57	30,266.80
Keeler, Orville A.	112.22	12,756.80
Kizziah, James K.	196.12	21,875.60
Kobey, Bruce E.	280.67	34,088.40
Kochenower, Norma J.	180.31	20,869.20
Lawson Eric N.	237.36	27,472.00
McPherson, James E.	180.20	19,706.40
Merry, John L.	283.20	35,360.00
Monnett, Martha W.	146.45	15,354.40
Monroe, Alberta L.	131.32	14,647.20
Mortimer, Mary E.	80.67	9,336.40
Nawrocki, Walter T.	198.10	23,698.00
Parish, Carol L.	126.06	15,939.20
Parsons, Judith O.	77.06	9,071.20
Peltzman, William S.	263.74	30,525.20
Petersen, William C.	194.03	24,826.80
Roos, David E.	250.33	30,402.80
Schauer, Paul D.	155.98	19,475.20
Schooley, Paul F.	169.62	20,896.40
Scribner, Sandra L.	85.05	10,329.20
Sundberg, Harrell P.	168.58	20,767.20
Talich, Roger H.	291.27	31,198.40
Tanner, Donald R.	219.90	24,996.80
Thorley, Richard L.	155.85	19,706.40

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Member's Name	A Amount of Enhanced Monthly Benefit Payable As 5 Year Certain & Life	B Amount of Enhanced Benefit Payable As a Lump Sum
Todd, David J.	161.91	20,216.40
Turner, Jeffrey R.	170.17	20,032.80
Whiteside, Walter J.	144.37	14,803.60
Winton, Richard S.	275.09	30,083.20
Witter, James H.	222.72	23,351.20
Yates, Juanita J.	108.90	13,226.00

SECTION III

The following Members are entitled to the following amount of contingent enhanced benefits in accordance with Section 6.19(e)(3) of the Plan effective March 31, 1999:

Member's Name	A Amount of Contingent Enhanced Monthly Benefit Payable As 5 Year Certain & Life	B Amount of Contingent Enhanced Benefit Payable As a Lump Sum
Alevras, John W.	167.70	20,368.00
Beebe, Walter W.	84.03	9,552.00
Christian, Richard E.	97.66	11,683.20
Cole, Wilda D.	44.90	4,809.60
Copher, John R.	65.60	8,294.40
Davis, Stanley C.	95.62	10,025.60
Dawson, Gary A.	110.11	13,564.80
Donovan, Jerrold F.	94.60	11,961.60
Eigel, Lawrence E.	57.54	6,659.20
Esparza, Sarah	48.24	4,609.28
Fischer, Richard J.	111.36	13,321.60
Fox, Stephen G.	46.81	6,300.80
Fuchtman, Dorothy M.	44.38	4,550.40
Garcilaso, Elizabeth A.	40.70	4,451.20
Gorby, Randall W.	132.21	15,302.40
Harper, Donald G.	72.89	9,532.80
Huwa, Elaine R.	46.93	5,027.20
Jedloe, Robert W.	89.88	10,025.60
Johnson, David E.	83.39	10,412.32
Karger, Ernest W.	132.97	14,243.20
Keeler, Orville A.	52.81	6,003.20
Kizziah, James K.	92.29	10,294.40
Kobey, Bruce E.	132.08	16,041.60
Kochenower, Norma J.	84.85	9,820.80
Lawson Eric N.	111.70	12,928.00

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Member's Name	A Amount of Contingent Enhanced Monthly Benefit Payable As 5 Year Certain & Life	B Amount of Contingent Enhanced Benefit Payable As a Lump Sum
McPherson, James E.	84.80	9,273.60
Merry, John L.	133.27	16,640.00
Monnett, Martha W.	68.92	7,225.60
Monroe, Alberta L.	61.80	6,892.80
Mortimer, Mary E.	37.96	4,393.60
Nawrocki, Walter T.	93.22	11,152.00
Parish, Carol L.	59.32	7,500.80
Parsons, Judith O.	36.26	4,268.80
Peltzman, William S.	124.11	14,364.80
Petersen, William C.	91.31	11,683.20
Roos, David E.	117.80	14,307.20
Schauer, Paul D.	73.40	9,164.80
Schooley, Paul F.	79.82	9,833.60
Scribner, Sandra L.	40.02	4,860.80
Sundberg, Harrell P.	79.33	9,772.80
Talich, Roger H.	137.07	14,681.60
Tanner, Donald R.	103.48	11,763.20
Thorley, Richard L.	73.34	9,273.60
Todd, David J.	76.19	9,513.60
Turner, Jeffrey R.	80.08	9,427.20
Whiteside, Walter J.	67.94	6,966.40
Winton, Richard S.	129.46	14,156.80
Witter, James H.	104.81	10,988.80
Yates, Juanita J.	51.25	6,224.00

All benefits payable from the Plan in accordance with this Appendix O are contingent upon the continued qualification of the Plan. If necessary to satisfy any nondiscrimination tests, the Retirement Board may modify this Appendix O to maintain the Plan's qualified status.

APPENDIX P

LIST OF MEMBERS AND ENHANCED BENEFITS PAYABLE IN CONNECTION WITH THE APRIL 30, 1999 REDUCTION OF FLIGHT OPERATIONS STAFFING

SECTION I

The following Members are eligible for the additional service and age credit described in Section 6.19(f)(1) of the Plan effective April 30, 1999:

Name	Social Security Number	Name	Social Security Number
Gulich, Dennis L.	xxx-xx-2910	Snogren, Glenda R.	xxx-xx-1242
Morgan, Raymond K.	xxx-xx-4660	Taylor, Dale L.	xxx-xx-3781
Peyton, Gary L.	xxx-xx-9463	Trezise, John L.	xxx-xx-9846

SECTION II

The following Members are entitled to the following enhanced benefits in accordance with Section 6.19(f)(2) of the Plan effective April 30, 1999:

Member's Name	A Amount of Enhanced Monthly Benefit Payable As 5 Year Certain & Life	B Amount of Enhanced Benefit Payable As a Lump Sum
Morgan, Raymond K.	260.45	30,144.40
Trezise, John L.	268.48	33,075.20

SECTION III

The following Members are entitled to the following amount of contingent enhanced benefits in accordance with Section 6.19(f)(3) of the Plan effective April 30, 1999:

Member's Name	A Amount of Contingent Enhanced Monthly Benefit Payable As 5 Year Certain & Life	B Amount of Contingent Enhanced Benefit Payable As a Lump Sum
Morgan, Raymond K.	122.56	14,185.60
Trezise, John L.	126.35	15,564.80

APPENDIX Q

LIST OF MEMBERS AND ENHANCED BENEFITS PAYABLE IN CONNECTION WITH THE MARCH 31, 2001 REDUCTION OF CORPORATE STAFFING

SECTION I

The following Members are entitled to the following enhanced benefits in accordance with Section 6.19(g)(1) of the Plan effective March 31, 2001:

Member's Name	A Amount of Enhanced Monthly Benefit Payable As 5 Year Certain & Life	B Amount of Enhanced Benefit Payable As a Lump Sum
Charles J. Desiato	\$193.45	\$23,142.27
Ivan A. Erwin	\$221.34	\$25,161.36
Dwight N. Osheim	\$169.71	\$20,907.11

SECTION II

Subject to their execution of the General Release pursuant to Section 6.19(g)(2), the following Members are entitled to the following amount of contingent enhanced benefits in accordance with Section 6.19(g)(2) of the Plan effective March 31, 2001:

Member's Name	A Amount of Contingent Enhanced Monthly Benefit Payable As 5 Year Certain & Life	B Amount of Contingent Enhanced Benefit Payable As a Lump Sum
Charles J. Desiato	\$ 91.04	\$10,890.48
Ivan A. Erwin	\$104.16	\$11,840.64
Dwight N. Osheim	\$ 79.86	\$ 9,838.64

All benefits payable from the Plan in accordance with this Appendix Q are contingent upon the continued qualification of the Plan by the Internal Revenue Service. If necessary to satisfy any nondiscrimination tests, the Retirement Board may modify this Appendix Q to maintain the Plan's qualified status.