

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

Doc. 3

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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. 3 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. 3 that contain special information and tables. Following is a summary of the current appendices:
- (a) **"Appendix A"** means the Table of 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"** means the Table of Equivalent Actuarial Value Factors for determining the reduction for early commencement of a Vested Termination Pension for Members who terminated from Gates Molded Products and who were covered by a bargaining agreement at the time of their termination.
 - (c) **"Appendix C"** means the list of locations and employee classifications authorized to participate in Doc. 3. Effective December 31, 2009, accruals for collectively bargained employees represented by the Polyflex IUE-CWA Local 83766 under Doc. 3 were frozen, as provided in the applicable sections of this Doc. 3.
 - (d) **"Appendix D"** means the provisions and limitations applicable to Members employed at the Denver Print Shop, who were previously represented by Local #440, Graphic Arts International Union.
 - (e) **"Appendix E"** means the provisions and limitations applicable to Members represented by the Elizabethtown Belt and Hose Local #780, United Steelworkers of America. Prior to July 1, 1995, the Members covered by Appendix E were represented by the Local #780, United Rubber, Cork, Linoleum and Plastic Workers of America.
 - (f) **"Appendix F"** means the provisions and limitations applicable to Members represented by the Polyflex IUE-CWA Local 83766 (prior to January 1, 2004, Local #766 – International Union of Electrical, Radio and Machine Workers). Effective December 31, 2009, accruals under Appendix F are frozen, as provided in the applicable Sections of this Doc. 3.
 - (g) **"Appendix G"** means the provisions and limitations applicable to Members represented by the Los Angeles Distribution Center Local #495.
 - (h) **"Appendix H"** means the provisions and limitations applicable to Members represented by the Galesburg Local #685, United Steelworkers of America. Prior to July 1, 1995, the Members covered by Appendix H were represented by Local #685, United Rubber, Cork, Linoleum and Plastic Workers of America. Effective April 10, 2011, accruals under Appendix H are frozen, as provided in the applicable Sections of this Doc. 3.

- (i) **"Appendix I"** means the list of historical appendices (previously called addenda) that were deleted from Doc. 3 in the January 1, 1997 amendment and restatement.
 - (j) **"Appendix J"** means the factors for use in determining the Matchmaker Plan Offset.
- 1.3 "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 the estate of a Member shall be paid in a lump sum of Equivalent Actuarial Value.
- 1.4 "Break in Service"** means a period that constitutes a break in an Employee's Continuous Service, as provided in Article 3.
- 1.5 "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.
- 1.6 "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 December 31, 2009 for collectively bargained employees represented by the Polyflex IUE-CWA Local 83766. Notwithstanding any other provisions of the Plan to the contrary, no Credited Service shall be credited after April 10, 2011 for collectively bargained employees represented by Galesburg Local #685, United Steelworkers of America.
- 1.7 "Eligible Employee"** means an Employee of the Company described in Appendix C of this Doc. 3. Notwithstanding the foregoing, no Employee represented by the Polyflex IUE-CWA Local 83766 shall become an Eligible Employee under this Doc. 3 after December 31, 2009. Notwithstanding the foregoing, no Employee represented by Galesburg Local #685, United Steelworkers of America, shall become an Eligible Employee under this Doc. 3 after April 10, 2011.
- 1.8 "Employment Commencement Date"** means the first day on which a person commences employment with the Company or an Affiliated Company.
- 1.9 "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 Equivalent Actuarial Value Factors, shall be used, except as provided in Appendix B.
- (d) For Members who were previously employed by Gates Molded Products and who were represented by a collective bargaining agreement at the time of their termination of employment, the early commencement factors in Appendix B, Table of Equivalent Actuarial Value Factors for Gates Molded Products - Bargaining Employees, shall be used.

1.10 "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.

1.11 "Full-Time Employee" means any Employee who, on the basis of his regular stated work schedule, is classified as Full-Time by the Company.

1.12 "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).

- 1.13 "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). Effective as of December 31, 2009, the freeze of accruals under this Doc. 3 for Members represented by the Polyflex IUE-CWA Local 83766 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)(1), which assumes Company Basic Contributions are contributed to The Gates Matchmaker Plan in accordance with the terms of that plan.
- 1.14 "Member"** means any person included in the membership of this Doc. 3 as provided in Article 2, including a person whose Pension is determined to be zero because of the Matchmaker Plan Offset.
- 1.15 "Normal Retirement Date"** means the first day of the month following the attainment of age 65.
- 1.16 "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.
- 1.17 "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."
- 1.18 "Pension"** means monthly payments payable to a Member or his Beneficiary. The following types of pensions are payable under this Doc 3:
 - (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(a) (effective October 1, 2002) and Section 6.2(b) (effective October 4, 2003).

- (c) Early Retirement Pension Because of Physical or Mental Impairment means a Pension payable to a Member who Retires after age 55 with 10 years of Continuous Service and is unable to meet his job requirements. The provisions describing such Pension are contained in Section 4.6.
- (d) Late Retirement Pension means a Pension payable to a Member who Retires after reaching his Normal Retirement Date. The provisions describing such Pension are contained in Section 4.2.
- (e) Normal Retirement Pension means a Pension payable to a Member who Retires on his Normal Retirement Date. The provisions describing such Pension are contained in Section 4.1.
- (f) 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.
- (g) 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.

1.19 "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.

1.20 "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.

1.21 "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 zero solely because of the Matchmaker Plan Offset). Retirement does not include a termination of employment with eligibility only for a Vested Termination Pension.

1.22 "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.

1.23 "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.

1.24 "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 Membership Requirements

(a) Entry Date

Every Eligible Employee who was a Member on December 31, 2011, shall continue to be a Member on and after January 1, 2012. Every other Eligible Employee shall become a Member under this Doc. 3 as of the first day of the calendar month on or immediately after (i) the date he completes one year of Continuous Service or (ii) his 21st birthday, whichever is later. Notwithstanding the foregoing, effective January 1, 1990, any Eligible Employee hired by the Company on or after January 1, 1990 shall not be permitted to enter the Plan and shall not be a Member covered under the Plan, unless such employee is a member of a collective bargaining unit that has been approved for coverage under this Doc. 3, as provided in Appendix C (or a Member at a location provided in Appendix C where the collective bargaining unit has been decertified).

(b) Foreign Employees

A person who works outside of the United States and who is not paid in United States currency or funds shall not be considered an Eligible Employee; provided, however, that an Eligible Employee who is subsequently transferred outside the United States will continue to be considered an Eligible Employee for purposes of the Plan and, if applicable, his membership shall continue for such period as he serves outside of the United States, provided it does not result in legal, administrative, financial or other difficulties under local laws, regulations or other restrictions as determined by the Retirement Board under rules uniformly applicable to all persons similarly situated. In the event a person employed in a foreign country becomes a Member of the Plan, the Company shall, to the extent required by law, enter into an agreement with the Internal Revenue Service, pursuant to Code Section 3121(1), to have such person covered by Social Security.

(c) Break in Service

If an Employee incurs a Break in Service before becoming an Eligible Employee and is later reemployed, any Continuous Service before the break shall be disregarded in determining eligibility for becoming an Eligible Employee if the period of his Break in Service equals or exceeds his period of Continuous Service before the Break in Service; provided, however, that if such an Employee is reemployed on or after January 1, 1985, his Continuous Service shall not be disregarded in accordance with this sentence if the period of his Break in Service does not equal or exceed five years unless, with respect to an Employee with a Break in Service on December 31, 1984, the period of his Break in Service as of that date would have resulted in the exclusion of his previously accrued Continuous Service under the Plan provisions then in effect. If an Employee who has had a Break in Service after completing a year of Continuous Service and before becoming an Eligible Employee is reemployed before his Continuous Service rendered before the Break in Service is so disregarded, he shall become an Eligible Employee effective as of the later of (i) the first day of the calendar month on or immediately after his 21st birthday or (ii) his Reemployment

Commencement Date, provided that he completes one year of Continuous Service after the Break in Service.

2.2 Determination of Continuous Service

For purposes of this Article, Continuous Service and Breaks in Service shall, in the case of a Full-Time Employee, be determined in accordance with Section 3.1(a). For purposes of this Article, a Part-Time Employee shall be credited with one year of Continuous Service for the 12-month period beginning on the date he first completes an Hour of Service if he completes at least 1,000 Hours of Service during that period. For each calendar year beginning after the date a Part-Time Employee first completes one Hour of Service, Continuous Service and Breaks in Service for the Part-Time Employee shall be determined as provided in Section 3.1(b).

2.3 Events Affecting Plan Coverage

A Member's coverage under the Plan shall end when he is no longer employed by the Company or an Affiliated Company if he is not entitled to either an immediate or deferred Pension under the Plan. Coverage shall continue while on an approved leave of absence from service or during a period while he is not an Eligible Employee but is in the employ of the Company or any Affiliated Company, but no Continuous Service or Credited Service shall be counted for that period, except as specifically provided for in Article 3.

2.4 Plan Coverage Upon Reemployment

If an Eligible Employee who has satisfied the eligibility requirements under Section 2.1 separates from service before becoming a Member, and if he is subsequently reemployed prior to incurring a Break in Service, he shall become a Member as of his Reemployment Commencement Date. If a Member's coverage under the Plan ends and he again becomes an Eligible Employee, he shall be considered a new Eligible Employee for all purposes of the Plan except as provided in Section 3.3 or 3.4.

ARTICLE 3. SERVICE

3.1 Continuous Service

(a) Full Time Employees

- (1) Elapsed Time. Except as otherwise provided in this Doc. 3, a Full-Time Employee's period of employment with the Company or an Affiliated Company subsequent to December 31, 1975 shall be Continuous Service. Continuous Service shall commence on the later of January 1, 1976 or the Employee's Employment Commencement Date and shall end 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 Break in Service shall occur if a Full-Time Employee is not reemployed within one year after a Severance Date. However, if a 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 Full-Time Employee is not reemployed or does not return to active service from Parental Leave within two years of his Severance Date; and provided further that 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 period of Break in Service for purposes of Section 3.3. If the Full-Time Employee has a Break in Service, any period prior to the Break in Service shall be excluded from his Continuous Service, except as provided in Section 3.3.
- (3) Pre-1976 Service. For any Full-Time Employee who was covered under the Plan on January 1, 1976, Continuous Service to be credited to that date shall be equal to his Continuous Service as a Full-Time Employee recognized under this Plan as in effect on December 31, 1975.

(b) Part-Time Employees

- (1) Hours Counting. Subsequent to December 31, 1975, 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 is credited for any calendar year in which a Part-Time Employee 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. If a Part-Time Employee has a Break in Service occurring before the year in which he Retires, dies or otherwise terminates his employment with the Company or an Affiliated Company or reaches his Normal Retirement Date, any service rendered prior to the Break in Service shall be excluded from his Continuous Service until he completes one year of Continuous Service after the Break in Service.

However, if a Part-Time Employee who is not entitled to a Vested Termination Pension has a series of consecutive one-year Breaks in Service the number of which equals or exceeds the total number of years of Continuous Service rendered before the first one-year Break in Service, excluding any years of Continuous Service disregarded under this sentence by reason of any earlier Break in Service, the service rendered before the first one-year Break in Service shall be excluded from his Continuous Service.

Notwithstanding the foregoing, if such a Part-Time Employee's Break in Service ends on or after January 1, 1985, his Continuous Service shall not be disregarded in accordance with this sentence if his consecutive one-year Breaks in Service do not equal or exceed five, unless, with respect to an Employee with a Break in Service on December 31, 1984, the number of his consecutive one-year Breaks in Service as of that date would have resulted in the exclusion of his previously accrued Continuous Service under the Plan provisions then in effect.

If a Part-Time Employee terminates his employment with the Company or an Affiliated Company and is then reemployed after having a Break in Service, his service before the Break in Service shall be excluded from his Continuous Service, except as provided in Section 3.3 or 3.4.

(c) Special Rules for Service in Uniformed Services and for Leased Employees

- (1) 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.
- (2) In the case of a person who is a Leased Employee before or after a period of service as an Employee or an employee of the Company or an Affiliated Company, his period of service and/or Hours of Service earned while he was

performing services as a Leased Employees shall be recognized as service with the Company or an Affiliated Company solely for the purpose of determining vesting and eligibility for benefits to the extent such service would be recognized with respect to other Members under the Plan. A person who would qualify as a Leased Employee except that he has not performed services on a substantially full-time basis for one year shall nonetheless be deemed a Leased Employee for purposes of this subparagraph.

(d) Special Service Rules for Full-Time Employees

Notwithstanding any other provisions of this 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;
- (4) An absence due to layoff of up to three years in duration, if the Full-Time Employee has at least five years of Continuous Service at the time of such layoff;
- (5) An authorized leave for service with the Employee's local union; and
- (6) An absence due to authorized leave for service with the international body of the Employee's union, or with its national organization, such as the AFL-CIO or Teamsters, or with any of its affiliated bodies, of up to one year in duration.

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) Service as Other Than a Member

Notwithstanding anything herein to the contrary, certain service with the Company or an Affiliated Company as other than a Member of this Doc. 3 shall be included as Continuous Service, as provided in Section 3.5.

(h) Special Rules for Galesburg Local #685 Members

Notwithstanding anything herein to the contrary, with respect to a Member who:

- (1) was covered by Galesburg Local #685 on March 28, 1999 and
- (2) elected to cease participating in Doc. 3, pursuant to the collective bargaining agreement that was ratified April 11, 1999 and was effective March 28, 1999, and in accordance with procedures agreed to between the Company and Local #685,

Continuous Service for all purposes other than determining eligibility for a Vested Termination Pension shall not include Continuous Service on and after March 28, 1999 for such Members.

Notwithstanding the foregoing, effective August 1, 2000, in the event a Member who was covered by Galesburg Local #685 on March 28, 1999 was not timely notified of his right to waive participation in this Doc. 3, pursuant to the collective bargaining agreement that was ratified April 11, 1999 and was effective March 28, 1999, such Member was notified in writing of his right to waive participation in this Doc. 3. Within 30 days of the Member's receipt of such notification, such Member was permitted to submit a written election to waive participation in this Doc. 3. In the event such Member submitted such a written election, such Member's participation in this Doc. 3 ceased, effective as of the first day of the calendar month following the Company's receipt of the Member's written election. Such Member ceased to accrue Continuous Service for all purposes other than determining eligibility for a Vested Termination Pension effective as of the date he ceased participation under this Doc. 3.

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, his Continuous 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. 3.
- (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

For each calendar year after December 31, 1975, 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 completed as an Eligible Employee 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. 3.

(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) Special Rules for Galesburg Local #685 Members

Notwithstanding anything herein to the contrary, with respect to a Member who:

- (1) was covered by Galesburg Local #685 on March 28, 1999 and
- (2) elected to cease participating in this Doc. 3, pursuant to the collective bargaining agreement that was ratified April 11, 1999 and was effective March 28, 1999, and in accordance with procedures agreed to between the Company and Local #685,

Credited Service shall not include Credited Service on and after March 28, 1999 for such Members.

Notwithstanding the foregoing, effective August 1, 2000, in the event a Member who was covered by Galesburg Local #685 was not timely notified of his right to waive participation in this Doc. 3, pursuant to the collective bargaining agreement that was ratified April 11, 1999 and was effective March 28, 1999, such Member was notified in writing of his right to waive participation in this Doc. 3. Within 30 days of the Member's receipt of such notification, such Member was permitted to submit a written election to waive participation in this Doc. 3. In the event such Member submitted such a written election, such Member's participation in this Doc. 3 ceased, effective as of the first day of the calendar month following the Company's receipt of such Member's written election. Such Member ceased to accrue Credited Service effective as of the date he ceased participation under this Doc. 3.

Effective April 10, 2011, notwithstanding the foregoing, with respect to Full-Time Employees, Credited Service shall not include Continuous Service earned after April 10, 2011 for Members represented by Galesburg Local #685, United Steelworkers of America, who had not previously waived participation in this Doc. 3, and, with respect to Part-Time Employees, no Hours of Service credited after April 10, 2011 shall count toward Credited Service for Members represented by Galesburg Local #685, United Steelworkers of America, who had not previously waived participation in this Doc. 3. Also effective April 10, 2011, 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.

- (f) Cessation of Credited Service for Members represented by the Polyflex IUE-CWA Local 83766 Effective December 31, 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 December 31, 2009 for Members represented by the Polyflex IUE-CWA Local 83766, and, with respect to Part-Time Employees, no Hours of Service credited after December 31, 2009 shall count toward Credited Service for Members represented by the Polyflex IUE-CWA Local 83766. Also effective December 31, 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) Restoration of Service for Rehired Employees Who Have Not Incurred A Break in Service

If a Member not in receipt of a Pension or a former Member is rehired by the Company without having incurred a Break in Service, his Continuous Service and Credited Service shall be determined as provided in Sections 3.1 and 3.2, except that if the former Member received a lump sum payment of his Pension following his termination, the period prior to his termination of service shall not be counted as Credited Service. Notwithstanding the foregoing, effective March 28, 2005, if a Member receives 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 and upon his subsequent termination or Retirement, his Pension shall be reduced, but not below zero, by an amount of Equivalent Actuarial Value to the lump sum payment he received.

In any event, if applicable, he shall again become a Member as of his Reemployment Commencement Date.

- (b) Rehired Vested Employees Who Have Incurred A Break in Service

If a Member entitled to but not in receipt of a Pension or a former Member who received a lump sum payment of his Pension is rehired by the Company after having had a Break in Service, the following shall apply:

- (1) Upon completion of one year of Continuous Service, determined as provided in Section 2.2, following the Break in Service, the Continuous Service to which he was previously entitled shall be restored to him and, if applicable, he shall again become a Member as of his Reemployment Commencement Date.
- (2) Any Credited Service to which the Member was entitled at the time of his termination of service that is included in the Continuous Service so restored shall be restored to him, except that if he received a lump sum settlement following his termination, that Credited Service shall not be restored to him. Notwithstanding the foregoing, effective March 28, 2005, if a Member receives 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.

- (3) Upon later termination or Retirement of a Member whose previous Credited Service has been restored under this Section, his Pension shall be based on the benefit formula then in effect and his Credited Service 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 (2) above, his Pension shall be reduced, but not below zero, by an amount of Equivalent Actuarial Value to the lump sum payment he received.

(c) All Other Nonvested Employees Who Had Incurred A Break in Service

If any other former Member is rehired by the Company after having had a Break in Service, the following shall apply:

- (1) Upon completion of one year of Continuous Service, determined as provided in Section 2.2, following the Break in Service, he shall again become a Member as of his Reemployment Commencement Date.
- (2) Upon becoming a Member in accordance with paragraph (1) above, the Continuous Service to which he was previously entitled and that was rendered on and after January 1, 1976 shall be restored to him:
 - (i) if, with respect to a Part-Time Employee, (A) the total number of consecutive one-year Breaks in Service does not equal or exceed the total number of years of his Continuous Service before his Break in Service, or (B) if he is restored to service on or after January 1, 1985, the total number of consecutive one-year Breaks in Service does not equal or exceed five; provided, however, that if an Employee had a Break in Service on December 31, 1984 and the number of his consecutive one-year Breaks in Service as of that date would have resulted in the exclusion of his previously accrued Continuous Service under the Plan provisions then in effect, then clause (B) above shall not be applicable; and
 - (ii) if, with respect to a Full-Time Employee, (A) his period of Break in Service does not equal or exceed his period of Continuous Service before his Break in Service, or (B) if he is restored to service on or after January 1, 1985, the period of Break in Service does not equal or exceed five years; provided, however, that if an Employee had a Break in Service on December 31, 1984 and the period of Break in Service as of that date would have resulted in the exclusion of his previously accrued Continuous Service under the Plan provisions then in effect, then clause (B) above shall not be applicable.

Such Continuous Service prior to the Break in Service shall be determined at the time of the Break in Service, excluding any Continuous Service disregarded under this paragraph (c) by reason of any earlier Break in Service.

- (3) Upon becoming a Member in accordance with paragraph (1) above, the Continuous Service to which he was previously entitled and which was rendered before January 1, 1976 shall be restored to him if he had at least five years of total Continuous Service at the time his employment ceased and if he has at least five years of Continuous Service subsequent to his restoration to service with the Company. The amount of such Continuous Service to be restored shall be equal to one-half of such Continuous Service unless the Employee had more than one Break in Service, in which event it shall be equal to one-half of the longest period of such Continuous Service.
- (4) Any Credited Service to which the Member was entitled at the time of his termination of service that is included in the Continuous Service so restored shall be restored to him.
- (5) Upon later termination or Retirement of a Member whose previous Credited Service has been restored under this paragraph (c), his Pension, if any, shall be based on the benefit formula then in effect and his Credited Service before and after the period when he was not in the service of the Company.

3.4 Treatment of Rehired Employees Receiving Pensions

(a) General Suspension Rules

- (1) Pension Suspended. Subject to the provisions of paragraph (b), 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 thereunder 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 under this Doc. 3 shall be based on the benefit formula then in effect and his Credited Service before and after the period during which he received Pension payments, reduced by an amount of Equivalent Actuarial Value to the payments, if any, other than Disability Retirement Pension payments, he received under this Doc. 3 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 under this Doc. 3 rendered before his previous Retirement or termination shall never be less than the amount of his previous Pension under this Doc. 3 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) 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. 3 and becomes a member of Doc. 1 or Doc. 2;
 - (4) ceases to be a Member of Doc. 1 or Doc. 2 and becomes a Member of this Doc. 3;
 - (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) Continuous Service, with respect to a person described in (a)(1), (a)(2), (a)(5), or (a)(6) above, shall include all such service that was rendered while the person was not an Eligible Employee to the same extent that it would have been if the service had been rendered as an Eligible Employee. Continuous Service, with respect to a person described in (a)(3) or (a)(4) above, shall include all such service while the person was not a Member of this Doc. 3.
- (c) Credited Service with respect to a person described in (a) above shall include only that Credited Service rendered while an Eligible Employee under this Doc. 3.
- (d) The Pension payable with respect to a person described in (a)(2), (a)(4), or (a)(6) above who Retires or terminates while a Member of this Doc. 3 shall be determined in accordance with the provisions of this Doc. 3.
- (e) The Pension payable with respect to a person described in (a)(1), (a)(3), or (a)(5) above who Retires or terminates his employment with the Company or an Affiliated Company subsequent to the satisfaction of the eligibility requirements for a Pension under this Doc. 3 shall be determined in accordance with the provisions of this Doc. 3 except that such Pension shall be based on his Credited Service and the benefit formula in effect as of the date he terminated service with the Company or an Affiliated Company.
- (f) Notwithstanding any provision of this Section to the contrary, if the special transfer rule set forth in Section 3.5(d) of Doc. 2 applies, no Pension will be payable under this Doc. 3 with respect to the period of service included in the Pension payable under Doc. 2.

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 monthly Normal Retirement Pension shall be equal to an amount determined in accordance with the provisions of the applicable Appendix attached to this Doc. 3, less the Matchmaker Plan Offset. A Member's Matchmaker Plan Offset shall be the annuitized value of the Member's hypothetical account balance under The Gates Matchmaker Plan, as follows:

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

(i) 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.

(ii) 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 (ii), 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. 3; 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 January 1, 2010, the 'date of determination' for all purposes under this paragraph (1) was the last day worked or the last day included in the Member's Credited Service, whichever was later. Effective on and after January 1, 2010, 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 January 1, 2010, 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.

(2) The monthly Matchmaker Plan Offset shall be calculated by dividing (i) by (ii) and dividing the result by (iii) below, where:

(i) is the Member's hypothetical account balance determined in subparagraph (1) above;

(ii) is the factor specified in Appendix J as of the 'date of determination' prescribed in subparagraph (1) above; and

(iii) is 12.

For purposes of subparagraph (ii) above, prior to January 1, 2010, 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 January 1, 2010, for purposes of subparagraph (ii) 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.

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

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

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

(iii) 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 (1) above.

- (iv) With respect to a Member represented by Galesburg Local #685 and subject to the provisions of Appendix H, any Pension payable under the Plan shall be determined without regard to any Matchmaker Plan Offset.

(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 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 paragraph (2) below.
- (2) If the Member remains in service after the April 1 following the calendar year in which he 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 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)(B) above with "January 1, 1997."

Amounts of Equivalent Actuarial Value 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 After Age 55 With 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 at his option 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 to the date of early Retirement. However, if the Early Retirement Pension commences prior to the Member's Normal Retirement Date, the Member's Early Retirement Pension 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 solely with respect to a Member described in Appendix G, has attained age 55) 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 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

Each Member who Retires under paragraph (a) above after attaining 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 represented by the Polyflex IUE-CWA Local 83766 shall become

eligible for a supplemental Early Retirement Pension under this subsection (b) after December 31, 2009. A Member represented by the Polyflex IUE-CWA Local 83766 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 December 31, 2009.

Notwithstanding any provision of the Plan to the contrary, no Member represented by Galesburg Local #685, United Steelworkers of America, shall become eligible for a supplemental Early Retirement Pension under this subsection (b) after April 10, 2011. A Member represented by Galesburg Local #685, United Steelworkers of America, 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 April 10, 2011.

(2) Amount

The monthly amount of the supplemental Early Retirement Pension shall be such that when added to his Early Retirement Pension prior to any adjustment provided for in Section 5.1(b) or 5.2, the sum of his Early Retirement Pension and supplemental Early Retirement Pension will equal an amount based on his age and years of Credited Service, determined in accordance with the table in the applicable Appendix.

If the Retired Member entitled to receive such supplemental Early Retirement Pension has earnings after Retirement of \$5,500 or more in any calendar year in any activity of a nature generally performed for remuneration or profit, a penalty equal to double the amount by which such earnings exceed \$5,500 shall be charged against such succeeding monthly supplemental Early Retirement Pension which he would otherwise be entitled to receive until the full amount of such penalty is satisfied.

(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 the 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 represented by the Polyflex IUE-CWA Local 83766 shall become eligible for a Disability Retirement Pension if he incurs a total and permanent disability after December 31, 2009. Notwithstanding any provision of the Plan to the contrary, no Member represented by Galesburg Local #685, United Steelworkers of America, shall become eligible for a Disability Retirement Pension if he incurs a total and permanent disability after April 10, 2011.

(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, and if such total disability has continued for five consecutive months and, in the opinion of a physician designated by the Retirement Board, such disability will presumably be permanent and continuous during the remainder of his life. As a further condition, no Member shall be eligible for a total and permanent disability 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 pursuant to 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 years of Credited Service 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 a 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 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 and, 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 regained his earnings capacity, his Disability Retirement Pension shall be discontinued until he reaches his Normal Retirement Date; provided that 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 on the basis of his Credited Service 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

(a) Eligibility

If a Member has attained age 55 but not age 65, has 10 or more years of Continuous Service, is not eligible for a Disability Retirement Pension and, on or after March 1, 1982 is medically determined to be physically or mentally unable to meet the requirements of his job, and no less-demanding job is available of which he could reasonably be expected to meet the requirements, he shall be eligible to Retire and receive a monthly Early Retirement Pension. A Member shall be deemed to have been Retired for purposes of this Section only if the Company has the written approval of a physician designated by the Retirement Board. Notwithstanding any provision of the Plan to the contrary, no Member represented by the Polyflex IUE-CWA Local 83766 shall become eligible for an Early Retirement Pension because of a physical or mental impairment after December 31, 2009. Notwithstanding any provision of the Plan to the contrary, no Member represented by Galesburg Local #685, United Steelworkers of America, shall become eligible for a an Early Retirement Pension because of a physical or mental impairment after April 10, 2011.

(b) Amount

The amount of the monthly Early Retirement Pension for the Member who is Retired under this Section shall be determined in accordance with the provisions for a Disability Retirement Pension under Section 4.5 but based on his Credited Service to the date of early Retirement. Such 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.

4.7 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 represented by the Polyflex IUE-CWA Local 83766 who is employed by the Company or any Affiliated Company on December 31, 2009 shall be 100% vested regardless of his Years of Continuous Service. Notwithstanding the foregoing, any Member represented by Galesburg Local #685, United Steelworkers of America, employed by the Company or any Affiliated Company on April 10, 2011 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 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's Pension Payable to a Spouse Upon Death of a Member

(a) Eligibility

A married Member's surviving spouse shall be eligible for a Surviving Spouse's Pension under this Section if the married Member dies prior to his Annuity Starting Date:

- (1) 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, 4.4 or 4.6; or
- (2) 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, 4.6, 6.2(a) or 6.2(b); or
- (3) either in active service or after terminating service on or after January 1, 1976, but in either event with entitlement to a Vested Termination Pension,

and if no other Pension has been paid under this Doc. 3.

(b) 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 (c) 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(a) or 6.2(b), as applicable, had the Member begun to receive his Pension as of such commencement date.

(c) 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 effective on and after April 1, 2012, 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 Spouse's Pension payments have commenced to the spouse as an annuity.

(d) Automatic Lump Sum Payment

Notwithstanding the preceding 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 a Surviving Spouse

If a Member 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, a payment in the amount of \$1,500 (\$750 with respect to a Member described in Appendix G) shall be paid to such spouse. 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

(a) Eligibility

A retirement award shall be payable to a Member of this Doc. 3 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 represented by the Polyflex IUE-CWA Local 83766 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 December 31, 2009.

Notwithstanding any provision of the Plan to the contrary, no Member represented by Galesburg Local #685, United Steelworkers of America, 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 April 10, 2011.

(b) Amount

The retirement award shall equal a 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 amount shall be reduced by the Member's hypothetical account balance under The Gates Matchmaker Plan, as calculated under Section 4.1(b)(1).

(c) "One Week's Pay"

One week's pay shall be based on a Member's weekly straight time pay and shall be computed by multiplying his Average Hourly Earnings by 40. Average Hourly Earnings means the average straight time hourly earnings of an employee and is determined by dividing total wage payments, including night shift differential but excluding premium payments and all amounts earned while the employee is classified as a learner, made to the employee during a period of four consecutive pay periods in which he worked in the Bargaining Unit by the hours worked but excluding hours worked while he was classified as a learner. The four consecutive pay periods to be used in computing the Average Hourly Earnings shall be the particular four consecutive pay periods within the last 26 weekly pay periods in which the employee worked in the Bargaining Unit prior to termination that will produce as high or higher Average Hourly Earnings than any other period of four consecutive pay periods within those last 26 weekly pay periods.

(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) Denied Claim for Retirement Award.

If a Member claims but does not receive an award under this Section, any dispute regarding the Member's qualification for transfer to another job or his ability to meet the requirements of his job shall be subject to the grievance procedure provided in the collective bargaining contract in effect at the time of his release from employment.

(f) Right to Appeal.

If the Company Retires a Member under this Section and such Member disagrees with the action taken by the Company, such dispute shall be resolved in accordance with the provisions of Section 5.8 of the Core Doc.

(g) 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 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 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 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.

(h) Optional Forms of Benefit

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

4.11 Special Distributions on Discontinuance of Operations

(a) Eligibility

In the event of the complete and permanent closure of a local plant, each Member of this Doc. 3 who is released from employment as a result thereof may receive a special

distribution under this Section. 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), with respect to any Member represented by the Polyflex IUE-CWA Local 83766, Continuous Service shall not include any service after December 31, 2009.

Notwithstanding any provision of the Plan to the contrary, for purposes of this Section 4.11(b), with respect to any Member represented by Galesburg Local #685, United Steelworkers of America, Continuous Service shall not include any service after April 10, 2011 and the lump sum amount shall be determined without regard to any Matchmaker Plan Offset.

Such lump sum amount shall be reduced by the Member's hypothetical account balance under The Gates Matchmaker Plan, as calculated under Section 4.1(b)(1).

(c) "One Week's Pay"

One week's pay shall be based on a Member's weekly straight time pay and shall be computed by multiplying his Average Hourly Earnings by 40. Average Hourly Earnings means the average straight time hourly earnings of an employee and is determined by dividing total wage payments, including night shift differential but excluding premium payments and all amounts earned while the employee is classified as a learner, made to the employee during a period of four consecutive pay periods in which he worked in the Bargaining Unit by the hours worked but excluding hours worked while he was classified as a learner. The four consecutive pay periods to be used in computing the Average Hourly Earnings shall be the particular four consecutive pay periods within the last 26 weekly pay periods in which the employee

worked in the Bargaining Unit prior to termination that will produce as high or higher Average Hourly Earnings than any other period of four consecutive pay periods within those last 26 weekly pay periods. Notwithstanding any provision of the Plan to the contrary, effective December 31, 2009, for purposes of this Section 4.11, with respect to any Member represented by the Polyflex IUE-CWA Local 83766, "One Week's Pay" shall be based on a Member's rate of pay in effect at December 31, 2009 (or, if earlier, at the time of termination). Notwithstanding any provision of the Plan to the contrary, effective April 10, 2011, for purposes of this Section 4.11, with respect to any Member represented by Galesburg Local #685, United Steelworkers of America, "One Week's Pay" shall be based on a Member's rate of pay in effect at April 10, 2011 (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 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 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 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 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 Members Who Retired Before Certain Dates

In addition to the other benefits provided under this Doc. 3, each Member who Retired (excluding Members only eligible for a Vested Termination Pension) from active service before the date designated below for the designated location shall be eligible for 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).

<u>Date</u>	<u>Location</u>
10/1/90	Elizabethtown Polyflex Local #766
2/1/90	Elizabethtown Belt & Hose Local #780
8/1/89	Galesburg Local #685
2/1/89	Denver Print Shop Local #440
5/1/87	Wichita Falls Local #791
8/1/89	Denver Guards Local #61
2/1/88	Gates Molded Products Spencer Road
Hired 4/1/83 to 8/1/87	New Brunswick Service Center Local
10/1/87	Excelsior Springs Hourly Local #964 (Benefit limited to \$6.00 per month)
8/1/87	Excelsior Springs Salaried Employees
8/1/87	Gates Molded Products Non-Bargaining Hourly Employees
11/3/86	Gates Molded Products, Milby Street Lodge #916

ARTICLE 5. PAYMENT OF PENSION

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 Annuity.

(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). If such a 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 payments in paragraph (f) of Equivalent Actuarial Value.
- (2) Spousal Consent. A married Member's election of any option 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 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 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 shall be made on a form provided 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 described in paragraph (b).

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 under this Section may be revoked on a form provided by the Retirement Board, and subsequent elections and revocations may be made at any time during the election period described above. 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 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

- (1) Option 1 - 5 Years Certain and Life Annuity. An unreduced monthly Pension shall be paid for the life of the Member with the provision that no Pension shall

be payable after his death; provided, however, that 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 with the provision that 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. Under this option, there will be no provision for 60 monthly payments certain.
- (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 with the provision that after his death 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.
- (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 provided the amount of the lump sum payment at the Annuity Starting Date exceeds \$5,000.

5.3 Pension Payout Rules

(a) Commencement of Payment

Except as otherwise provided in this Article 5, payment of a Member's Pension shall begin as soon as administratively practicable following the later of (i) the Member's 65th birthday, or (ii) 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 the later of (i) or (ii) occurs).

(b) Mandatory Distribution 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, a 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. 3 from time to time.

6.2 Special and Additional Benefits

(a) Rule of 72 Early Retirement Pension for Certain Members at Galesburg, IL Location

Notwithstanding any other provisions of this Doc. 3, Appendix C or Appendix H to the contrary, the following provisions shall apply to certain Members covered by Local #685, United Steelworkers of America (prior to July 1, 1995, United Cork, Linoleum and Plastic Workers of America) at the Galesburg, IL location and such provisions shall be referenced 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 department, 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 exceed 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 to the date of early Retirement and the applicable monthly rate as of the earlier of the Member's date of early Retirement or cessation of the

Member's participation in Doc. 3, pursuant to Appendices C and H. 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.

(b) Rule of 72 Early Retirement Pension for Certain Members at Elizabethtown, KY Belt & Hose, Local #780 – United Steelworkers of America (prior to July 1, 1995, United Rubber, Cork, Linoleum and Plastic Workers of America)

Notwithstanding any other provisions of this Doc. 3, Appendix C or Appendix E to the contrary, the following provisions shall apply to certain Members covered by Local #780, United Steelworkers of America (prior to July 1, 1995, United Cork, Linoleum and Plastic Workers of America) 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 a 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 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 to the date of early Retirement and the applicable monthly rate as of the earlier of the Member's date of early Retirement or cessation of the Member's participation in Doc. 3, pursuant to Appendices C and E. 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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TABLES 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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TABLES 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

**APPENDIX B
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TABLES OF EQUIVALENT ACTUARIAL VALUE FACTORS

GATES MOLDED PRODUCTS - BARGAINING UNIT EMPLOYEES

Factors for determining the reduction for early commencement of a Vested Terminated Pension.

AGE		FACTOR	AGE		FACTOR
YEARS	MONTHS		YEARS	MONTHS	
55		.468246	58		.578387
55	1	.471040	58	1	.582043
55	2	.473835	58	2	.585698
55	3	.476629	58	3	.589354
55	4	.479423	58	4	.593010
55	5	.482217	58	5	.596665
55	6	.485012	58	6	.600321
55	7	.487806	58	7	.603977
55	8	.490600	58	8	.607632
55	9	.493394	58	9	.611288
55	10	.496188	58	10	.614944
55	11	.498983	58	11	.618599
56		.501777	59		.622255
56	1	.504826	59	1	.626272
56	2	.507876	59	2	.630289
56	3	.510925	59	3	.634307
56	4	.513974	59	4	.638324
56	5	.517024	59	5	.642341
56	6	.520073	59	6	.646358
56	7	.523122	59	7	.650375
56	8	.526172	59	8	.654392
56	9	.529221	59	9	.658410
56	10	.532270	59	10	.662427
56	11	.535320	59	11	.666444
57		.538369	60		.670461
57	1	.541704	60	1	.674887
57	2	.545039	60	2	.679312
57	3	.548374	60	3	.683738
57	4	.551708	60	4	.688164
57	5	.555043	60	5	.692589
57	6	.558378	60	6	.697015
57	7	.561713	60	7	.701441
57	8	.565048	60	8	.705866
57	9	.568383	60	9	.710292
57	10	.571717	60	10	.714718
57	11	.575052	60	11	.719143

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TABLES OF EQUIVALENT ACTUARIAL VALUE FACTORS

AGE		FACTOR	AGE		FACTOR
YEARS	MONTHS		YEARS	MONTHS	
61		.723569	63		.847234
61	1	.728458	63	1	.853253
61	2	.733347	63	2	.859273
61	3	.738236	63	3	.865292
61	4	.743125	63	4	.871311
61	5	.748014	63	5	.877331
61	6	.752903	63	6	.883350
61	7	.757792	63	7	.889369
61	8	.762681	63	8	.895389
61	9	.767570	63	9	.901408
61	10	.772459	63	10	.907427
61	11	.777348	63	11	.913447
62		.782237	64		.919466
62	1	.787653	64	1	.926177
62	2	.793070	64	2	.932888
62	3	.798486	64	3	.939600
62	4	.803903	64	4	.946311
62	5	.809319	64	5	.953022
62	6	.814736	64	6	.959733
62	7	.820152	64	7	.966444
62	8	.825568	64	8	.973155
62	9	.830985	64	9	.979867
62	10	.836401	64	10	.986578
62	11	.841818	64	11	.993289

APPENDIX C

LIST OF ALL LOCATIONS AND EMPLOYEE CLASSIFICATIONS AUTHORIZED TO PARTICIPATE IN DOC. 3

Denver

Print Shop

Elizabethtown

Belt & Hose Local #780 – United Steelworkers of America (prior to July 1, 1995, United Rubber, Cork, Linoleum and Plastic Workers of America)

PolyFlex IUE-CWA Local 83766 (Prior to January 1, 2004, Local #766 – International Union of Electrical, Radio and Machine Workers)

Los Angeles

Distribution Center Local #495

Galesburg

Local #685 – United Steelworkers of America (prior to July 1, 1995, the United Rubber, Cork, Linoleum and Plastic Workers of America) (the "Union"), subject to the provisions of Appendix H.

APPENDIX D

**DENVER PRINT SHOP
(Formerly REPRESENTED by LOCAL #440,
GRAPHIC ARTS INTERNATIONAL UNION)**

1. Pension Benefit

MONTHLY RATE	CREDITED SERVICE TO WHICH MONTHLY RATE APPLIES	EFFECTIVE FOR EMPLOYEES IN SERVICE ON OR AFTER
\$15.00	All	3/15/82
16.50	All	4/1/85
17.50	All	4/1/86
18.25	All	4/1/87
19.00	All	4/1/88
19.50	All	4/1/89

2. Special Provisions and/or Limitations

Eligible for Matchmaker as of April 1, 1989: Subject to the Matchmaker Plan Offset on and after April 1, 1989. In no event shall the benefit paid be less than the accrued benefit as of March 31, 1989; for this purpose, the monthly rate of \$19.50 effective April 1, 1989 shall be used to determine the accrued benefit as of March 31, 1989.

3. Date Addendum Last Revised

January 1, 1995

APPENDIX E
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**ELIZABETHTOWN BELT & HOSE LOCAL #780,
UNITED STEELWORKERS OF AMERICA
(PRIOR TO JULY 1, 1995, THE UNITED RUBBER, CORK,
LINOLEUM AND PLASTIC WORKERS OF AMERICA)**

1. Pension Benefit

MONTHLY RATE	CREDITED SERVICE TO WHICH MONTHLY RATE APPLIES	EFFECTIVE FOR EMPLOYEES IN SERVICE ON OR AFTER
\$15.00	All	10/3/83
15.50	All	10/1/86
16.25	All	10/1/87
17.00	All	10/1/88
18.00	All	11/1/89
19.00	All	10/1/90
20.00	All	10/1/91

2. Special Provisions and/or Limitations

The following table shall be used to calculate the supplemental Early Retirement Pension under Section 4.4(b). This table should correspond to the monthly rate including a \$60 basic supplement.

(MONTHLY BENEFIT RATE = \$20.00) Basic Supplement = \$60							
Years of Credited Service	AGE						
	55	56	57	58	59	60	61
30	\$660	\$670	\$680	\$690	\$700	\$710	\$720
31	685	695	705	715	725	735	745
32	710	720	730	740	750	760	770
33	735	745	755	765	775	785	795
34	760	770	780	790	800	810	820
35	785	795	805	815	825	835	845
36	810	820	830	840	850	860	870
37	835	845	855	865	870	885	895
38	860	870	880	890	900	910	920
39	-	895	905	915	925	935	945
40	-	-	930	940	950	960	970
41	-	-	-	965	975	985	995
42	-	-	-	-	1000	1010	1020
43	-	-	-	-	-	1035	1045
44	-	-	-	-	-	-	1070

APPENDIX E
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Eligible for The Gates Matchmaker Plan effective April 1, 1992: Subject to The Matchmaker Plan offset on and after April 1, 1992. In no event shall the benefit paid be less than the accrued benefit as of March 31, 1992.

3. Date Addendum Last Revised (Union name change only)

June 5, 2003

APPENDIX F

**ELIZABETHTOWN POLYFLEX IUE-CWA LOCAL 83766
(PRIOR TO JANUARY 1, 2004, LOCAL #766 – INTERNATIONAL UNION OF
ELECTRICAL, RADIO AND MACHINE WORKERS)**

1. Pension Benefit

MONTHLY RATE	CREDITED SERVICE TO WHICH MONTHLY RATE APPLIES	EFFECTIVE FOR EMPLOYEES IN SERVICE ON OR AFTER
\$15.00	All	7/10/83
16.25	7/1/87 to 9/1/88	9/1/87
17.00	9/1/88 to 9/1/89	9/1/88
17.25	9/1/89 to 9/1/90	9/1/89
18.00	9/1/90 to 9/1/91	9/1/90
19.00	9/1/91 to 9/1/92	9/1/91
20.00	9/1/92 and thereafter	9/1/92

2. Special Provisions and/or Limitations

The following table shall be used to calculate the supplemental Early Retirement Pension under Section 4.4(b) regardless of monthly rate.

(MONTHLY BENEFIT RATE = \$15.00) Basic Supplement = \$50							
Years of Credited Service	AGE						
	55	56	57	58	59	60	61
30	\$500	\$510	\$520	\$530	\$540	\$549	\$559
31	520	530	540	549	559	569	579
32	540	549	559	569	579	589	598
33	559	569	579	589	598	608	618
34	580	590	599	609	619	629	639
35	599	609	619	629	639	648	658
36	619	629	639	648	658	668	678
37	639	648	658	668	678	688	697
38	659	669	679	689	698	708	718
39	-	689	698	708	718	728	738
40	-	-	718	728	738	747	757
41	-	-	-	747	757	767	777
42	-	-	-	-	778	787	797
43	-	-	-	-	-	807	817
44	-	-	-	-	-	-	837

Eligible for The Gates Matchmaker Plan as of August 13, 1990. Subject to the Matchmaker Plan Offset on and after August 13, 1990. In no event shall the benefit paid be less than the accrued benefit as of August 13, 1990.

3. Notwithstanding any provision of this Appendix F to the contrary, all accruals are frozen effective December 31, 2009.

4. Date Addendum Last Revised

December 31, 2009

APPENDIX G

LOS ANGELES DISTRIBUTION CENTER LOCAL #495

1. Pension Benefit

MONTHLY RATE	CREDITED SERVICE TO WHICH MONTHLY RATE APPLIES	EFFECTIVE FOR EMPLOYEES IN SERVICE ON OR AFTER
\$13.50	Before 11/17/86	12/1/82
14.50	11/17/86 to 12/1/88	11/17/86
15.00	12/1/88 to 12/1/90	12/1/88
15.50	12/1/90 to 12/1/91	12/1/90
16.00	12/1/91 to 12/1/92	12/1/91
16.50	12/1/92 to 12/1/93	12/1/92
17.00	12/1/93 and thereafter	12/1/93

2. Special Provisions and/or Limitations

Section 4.4(a) The eligibility requirements are attainment of age 55, but not age 62, and completion of 30 years of Continuous Service, provided that the Member is not eligible for a Disability Pension.

The following table shall be used to calculate the monthly supplemental Early Retirement Pension under Section 4.4(b).

Years of Credited Service	AGE						
	55	56	57	58	59	60	61
30	\$392	\$402	\$412	\$422	\$432	\$441	\$451
31	412	422	432	441	451	461	471
32	432	441	451	461	471	481	490
33	451	461	471	481	490	500	510
34	471	481	490	500	510	520	530
35	490	500	510	520	530	539	549
36	510	520	530	539	549	559	569
37	530	539	549	559	569	579	588
38	549	559	569	579	588	598	608
39	-	579	588	598	608	618	628
40	-	-	608	618	628	637	647
41	-	-	-	637	647	657	667
42	-	-	-	-	667	676	686
43	-	-	-	-	-	696	706
44	-	-	-	-	-	-	726

Section 4.9 Lump sum death benefit payable to a dependent surviving spouse shall be \$750.

3. Date Addendum Last Revised

December 1, 1993

APPENDIX H
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**GALESBURG LOCAL #685,
UNITED STEELWORKERS OF AMERICA
(PRIOR TO JULY 1, 1995, THE UNITED RUBBER, CORK,
LINOLEUM AND PLASTIC WORKERS OF AMERICA)**

1. Employees covered by Galesburg Local #685, United Steelworkers of America (prior to July 1, 1995, the United Rubber, Cork, Linoleum and Plastic Workers of America) ("Local #685") ("Local #685 Employees"), shall be Eligible Employees pursuant to Section 1.8 of this Doc. 3, except as provided in (a), (b), (c) and (d) below.
 - (a) Local #685 Employees who were Members and were employed prior to March 28, 1999 who made an irrevocable election to waive future participation in Doc. 3, pursuant to the collective bargaining agreement that was ratified April 11, 1999 and was effective March 28, 1999, and in accordance with procedures agreed to between the Company and Local #685, ceased to be Eligible Employees effective as of March 28, 1999, or, effective August 1, 2000, such other date as is prescribed by the last subparagraphs in Sections 3.1(h) and 3.2(g). The following special provisions apply to Members who waived future participation in Doc. 3:
 - (1) Such Members continue to be credited with Continuous Service in accordance with Articles 3 and 4.
 - (2) Such Members ceased to be credited with Credited Service on and after March 28, 1999, or, effective August 1, 2000, such other date as is prescribed by the last subparagraphs in Sections 3.1(h) and 3.2(g).
 - (3) Such Members' pension benefits are calculated using \$24.00 as the monthly rate under item 2 of this Appendix H, or effective August 1, 2000, the monthly rate in effect as of the date the Member ceased participation in this Doc. 3 pursuant to his submission of a written election pursuant to the last subparagraphs in Sections 3.1(h) and 3.2(g).

Local #685 Employees who were Members and were employed prior to March 28, 1999 who did not elect to waive future participation in Doc. 3 continue to accrue Continuous Service and Credited Service in accordance with the provisions of Doc. 3, and such Members' pension benefits shall be calculated using the applicable monthly rate under Appendix H as of their termination of employment.

- (b) Local #685 Employees hired on or after March 28, 1999 and prior to April 11, 2005 who made an irrevocable election to waive participation in Doc. 3, pursuant to the collective bargaining agreement that was ratified April 11, 1999 and was effective March 28, 1999, and in accordance with procedures agreed to between the Company and Local #685, shall not be Eligible Employees as of their date of hire.

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(Page 2 of 7)

Local #685 Employees hired on or after March 28, 1999 and prior to April 11, 2005 who did not waive participation in Doc. 3 entered Doc. 3, accrued Continuous Service and Credited Service in accordance with the provisions of Doc. 3 and such Members' pension benefits shall be calculated using the applicable monthly rate under this Appendix H as of their termination of employment.

- (c) Effective April 11, 2005, Local #685 Employees who are initially hired on and after April 11, 2005 and Local #685 Employees who are rehired following a termination of employment without recall rights are not eligible to enter or re-enter Doc. 3. Local #685 Employees who previously participated in Doc. 3 and who were laid off with recall rights and who are recalled on or after April 11, 2005 will re-enter Doc. 3 unless they make an irrevocable election to waive future participation in Doc. 3, pursuant to the collective bargaining agreement that was ratified April 11, 2005.
- (d) Effective April 10, 2011, Local #685 Employees who were accruing benefits under this Doc. 3 pursuant to any of the previous provisions of this Section 1 shall cease to be Eligible Employees.

2. Pension Benefit

MONTHLY RATE	CREDITED SERVICE TO WHICH MONTHLY RATE APPLIES	EFFECTIVE FOR EMPLOYEES IN SERVICE ON OR AFTER
\$15.00	All	3/27/83
15.50	All	4/1/86
16.25	All	4/1/87
17.00	All	4/1/88
18.00	All	4/1/89
19.00	All	4/1/90
20.00	All	4/1/91
21.00	All	4/1/92
22.00	All	4/1/94
23.00	All	4/1/96
24.00	All	4/1/98
27.00	All	4/1/99
28.00	All	4/1/02
29.00	All	4/1/04
30.00	All	4/1/05
31.00	All	4/1/07
32.00	All	4/1/09

Notwithstanding the foregoing table, the following special rules apply:

- (a) With respect to a Member who was covered by Galesburg Local #685 and irrevocably elected to cease participating in Doc. 3, pursuant to the collective bargaining agreement that was ratified April 11, 1999 and was effective March 28, 1999, and in accordance with procedures agreed to between the Company and Local #685 such Member's Pension benefit shall be calculated using the Monthly Rate in effect prior to March 28, 1999 (i.e., \$24.00), or, effective August 1, 2000, the monthly rate in effect

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as of the date the Member ceases participation in this Plan Document pursuant to his submission of a written election pursuant to the last subparagraphs in Sections 3.1(h) and 3.2(g).

- (b) Pursuant to the collective bargaining agreement that was ratified April 11, 2005, with respect to a Member who is covered by Galesburg Local #685, was previously a Member of Doc. 3, terminated employment with recall rights, is recalled to work on or after April 11, 2005, and irrevocably elects to cease participating in Doc. 3 upon being recalled to work, such Member's Pension benefit shall be calculated using the Monthly Rate in effect as of the date his employment terminated with recall rights.

3. Special Provisions and/or Limitations

Notwithstanding any provision of this Appendix H to the contrary, all accruals under this Appendix H of Doc. 3 are frozen effective April 10, 2011.

Prior to April 10, 2011, the following tables were used to calculate supplemental Early Retirement Pension under Section 4.4(b). The tables corresponded to the applicable monthly rates, including a \$60 basic supplement.

The Gates Retirement Plan – Document No. 3 Galesburg Local #685 – Effective April 1, 1996 (MONTHLY BENEFIT RATE = \$23.00) Basic Supplement = \$60							
Years of Credited Service	AGE						
	55	56	57	58	59	60	61
30	\$ 750	\$ 760	\$ 770	\$ 780	\$ 790	\$ 800	\$ 810
31	778	788	798	808	818	828	838
32	806	816	826	836	846	856	866
33	834	844	854	864	874	884	894
34	862	872	882	892	902	912	922
35	890	900	910	920	930	940	950
36	918	928	938	948	958	968	978
37	946	956	966	976	986	996	1,006
38	974	984	994	1,004	1,014	1,024	1,034
39	-	1,012	1,022	1,032	1,042	1,052	1,062
40	-	-	1,050	1,060	1,070	1,080	1,090
41	-	-	-	1,088	1,098	1,108	1,118
42	-	-	-	-	1,126	1,136	1,146
43	-	-	-	-	-	1,164	1,174
44	-	-	-	-	-	-	1,202

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The Gates Retirement Plan – Document No. 3 Galesburg Local #685 – Effective April 1, 1998 (MONTHLY BENEFIT RATE = \$24.00) Basic Supplement = \$60							
Years of Credited Service	AGE						
	55	56	57	58	59	60	61
30	\$ 780	\$ 790	\$ 800	\$ 810	\$ 820	\$ 830	\$ 840
31	809	819	829	839	849	859	869
32	838	848	858	868	878	888	898
33	867	877	887	897	907	917	927
34	896	906	916	926	936	946	956
35	925	935	945	955	965	975	985
36	954	964	974	984	994	1,004	1,014
37	983	993	1,003	1,013	1,023	1,033	1,043
38	1,012	1,022	1,032	1,042	1,052	1,062	1,072
39	-	1,051	1,061	1,071	1,081	1,091	1,101
40	-	-	1,090	1,100	1,110	1,120	1,130
41	-	-	-	1,129	1,139	1,149	1,159
42	-	-	-	-	1,168	1,178	1,188
43	-	-	-	-	-	1,207	1,217
44	-	-	-	-	-	-	1,246

The Gates Retirement Plan – Document No. 3 Galesburg Local #685 – Effective April 1, 1999 (MONTHLY BENEFIT RATE = \$27.00) Basic Supplement = \$60							
Years of Credited Service	AGE						
	55	56	57	58	59	60	61
30	\$ 870	\$ 880	\$ 890	\$ 900	\$ 910	\$ 920	\$ 930
31	902	912	922	932	942	952	962
32	934	944	954	964	974	984	994
33	966	976	986	996	1,006	1,016	1,026
34	998	1,008	1,018	1,028	1,038	1,048	1,058
35	1,030	1,040	1,050	1,060	1,070	1,080	1,090
36	1,062	1,072	1,082	1,092	1,102	1,112	1,122
37	1,094	1,104	1,114	1,124	1,134	1,144	1,154
38	1,126	1,136	1,146	1,156	1,166	1,176	1,186
39	-	1,168	1,178	1,188	1,198	1,208	1,218
40	-	-	1,210	1,220	1,230	1,240	1,250
41	-	-	-	1,252	1,262	1,272	1,282
42	-	-	-	-	1,294	1,304	1,314
43	-	-	-	-	-	1,336	1,346
44	-	-	-	-	-	-	1,378

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The Gates Retirement Plan – Document No. 3 Galesburg Local #685 – Effective April 1, 2002 (MONTHLY BENEFIT RATE = \$28.00) Basic Supplement = \$60							
Years of Credited Service	AGE						
	55	56	57	58	59	60	61
30	\$ 900	\$ 910	\$ 920	\$ 930	\$ 940	\$ 950	\$ 960
31	933	943	953	963	973	983	993
32	966	976	986	996	1,006	1,016	1,026
33	999	1,009	1,019	1,029	1,039	1,049	1,059
34	1,032	1,042	1,052	1,062	1,072	1,082	1,092
35	1,065	1,075	1,085	1,095	1,105	1,115	1,125
36	1,098	1,108	1,118	1,128	1,138	1,148	1,158
37	1,131	1,141	1,151	1,161	1,171	1,181	1,191
38	1,164	1,174	1,184	1,194	1,204	1,214	1,224
39	-	1,207	1,217	1,227	1,237	1,247	1,257
40	-	-	1,250	1,260	1,270	1,280	1,290
41	-	-	-	1,293	1,303	1,313	1,323
42	-	-	-	-	1,336	1,346	1,356
43	-	-	-	-	-	1,379	1,389
44	-	-	-	-	-	-	1,422

The Gates Retirement Plan – Document No. 3 Galesburg Local #685 – Effective April 1, 2004 (MONTHLY BENEFIT RATE = \$29.00) Basic Supplement = \$60							
Years of Credited Service	AGE						
	55	56	57	58	59	60	61
30	\$ 930	\$ 940	\$ 950	\$ 960	\$ 970	\$ 980	\$ 990
31	964	974	984	994	1,004	1,014	1,024
32	998	1,008	1,018	1,028	1,038	1,048	1,058
33	1,032	1,042	1,052	1,062	1,072	1,082	1,092
34	1,066	1,076	1,086	1,096	1,106	1,116	1,126
35	1,100	1,110	1,120	1,130	1,140	1,150	1,160
36	1,134	1,144	1,154	1,164	1,174	1,184	1,194
37	1,168	1,178	1,188	1,198	1,208	1,218	1,228
38	1,202	1,212	1,222	1,232	1,242	1,252	1,262
39	-	1,246	1,256	1,266	1,276	1,286	1,296
40	-	-	1,290	1,300	1,310	1,320	1,330
41	-	-	-	1,334	1,344	1,354	1,364
42	-	-	-	-	1,378	1,388	1,398
43	-	-	-	-	-	1,422	1,432
44	-	-	-	-	-	-	1,466

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The Gates Retirement Plan – Document No. 3 Galesburg Local #685 – Effective April 1, 2005 (MONTHLY BENEFIT RATE = \$30.00) Basic Supplement = \$60							
Years of Credited Service	AGE						
	55	56	57	58	59	60	61
30	\$ 960	\$ 970	\$ 980	\$ 990	\$ 1000	\$ 1010	\$ 1020
31	995	1005	1015	1025	1035	1045	1055
32	1030	1040	1050	1060	1070	1080	1090
33	1065	1075	1085	1095	1105	1115	1125
34	1100	1110	1120	1130	1140	1150	1160
35	1135	1145	1155	1165	1175	1185	1195
36	1170	1180	1190	1200	1210	1220	1230
37	1205	1215	1225	1235	1245	1255	1265
38	1240	1250	1260	1270	1280	1290	1300
39	-	1285	1295	1305	1315	1325	1335
40	-	-	1330	1340	1350	1360	1370
41	-	-	-	1375	1385	1395	1405
42	-	-	-	-	1420	1430	1440
43	-	-	-	-	-	1465	1475
44	-	-	-	-	-	-	1510

The Gates Retirement Plan – Document No. 3 Galesburg Local #685 – Effective April 1, 2007 (MONTHLY BENEFIT RATE = \$31.00) Basic Supplement = \$60							
Years of Credited Service	AGE						
	55	56	57	58	59	60	61
30	\$ 990	\$ 1000	\$ 1010	\$ 1020	\$ 1030	\$ 1040	1050
31	1026	1036	1046	1056	1066	1076	1086
32	1062	1072	1082	1092	1102	1112	1122
33	1098	1108	1118	1128	1138	1148	1158
34	1134	1144	1154	1164	1174	1184	1194
35	1170	1180	1190	1200	1210	1220	1230
36	1206	1216	1226	1236	1246	1256	1266
37	1242	1252	1262	1272	1282	1292	1302
38	1278	1288	1298	1308	1318	1328	1338
39	-	1324	1334	1344	1354	1364	1374
40	-	-	1370	1380	1390	1400	1410
41	-	-	-	1416	1426	1436	1446
42	-	-	-	-	1462	1472	1482
43	-	-	-	-	-	1508	1518
44	-	-	-	-	-	-	1554

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The Gates Retirement Plan – Document No. 3							
Galesburg Local #685 – Effective April 1, 2009							
(MONTHLY BENEFIT RATE = \$32.00)							
Basic Supplement = \$60							
Years of Credited Service	AGE						
	55	56	57	58	59	60	61
30	\$ 1020	\$ 1030	\$ 1040	\$ 1050	\$ 1060	\$ 1070	\$ 1080
31	1057	1067	1077	1087	1097	1107	1117
32	1094	1104	1114	1124	1134	1144	1154
33	1131	1141	1151	1161	1171	1181	1191
34	1168	1178	1188	1198	1208	1218	1228
35	1205	1215	1225	1235	1245	1255	1265
36	1242	1252	1262	1272	1282	1292	1302
37	1279	1289	1299	1309	1319	1329	1339
38	1316	1326	1336	1346	1356	1366	1376
39	-	1363	1373	1383	1393	1403	1413
40	-	-	1410	1420	1430	1440	1450
41	-	-	-	1457	1467	1477	1487
42	-	-	-	-	1504	1514	1524
43	-	-	-	-	-	1551	1561
44	-	-	-	-	-	-	1598

4. Date Addendum Last Revised

Effective April 10, 2011.

APPENDIX I

SUMMARY OF HISTORICAL ADDENDA

The addenda described below, which reflected provisions applicable to Members in specified groups who terminated or Retired prior to January 1, 1997, were deleted from the January 1, 1997 amendment and restatement of the Plan:

- Denver Guards Local #61, International Guards Union of America (Discontinued January 19, 1991)
- Excelsior Springs Hourly Local #964 (Sold December 21, 1987)
- Excelsior Springs Salaried Employees (Sold December 21, 1987)
- Wichita Falls Local #791, United Rubber, Cork, Linoleum and Plastic Workers of America (Sold August 28, 1993)
- Gates Molded Products Non-Bargaining Hourly Employees (Sold August 28, 1993)
- Gates Molded Products Milby Street Lodge #916, International Association of Machinists and Aerospace Workers, District 37 (Closed November 11, 1986)
- Gates Molded Products Spencer Road, International Association of Machinists and Aerospace Workers, District 37 (Sold December 1, 1989)
- New Brunswick Service Center (closed January 30, 1990 and union was decertified) Bargaining Unit Local #701 International Brotherhood of Teamsters (Closed January 30, 1990)

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

APPENDIX J

FACTORS FOR USE IN DETERMINING THE GATES MATCHMAKER PLAN OFFSET

The factor in Section 4.1(b)(2)(B) of this Doc. 3 shall be a monthly annuity calculated using the following assumptions:

Interest Rate: The greater of:

- (i) a five percent immediate interest rate with the Pension Benefit Guaranty Corporation ("PBGC") deferred interest rate structure, or
- (ii) the interest rate published by the PBGC applicable to plans that terminate on the last business day of the second month preceding the "date of determination" with the PBGC deferred interest rate structure.

Mortality Assumption: 1983 Group Annuity Mortality Table for Males

Normal Form of Payment: 5 Year Certain and Life

The annuity shall be based on the Member's nearest age and calculated as payable immediately or deferred, as specified below:

If the Member Retires or Terminates under Section:		The Annuity is Calculated as Payable:
Section 4.1	Normal Retirement Pension	Immediately
Section 4.2	Late Retirement Pension	Immediately
Section 4.3(b)(1)	Early Retirement Pension – 55 + 10	Deferred to 62
Section 4.3(b)(2)	Early Retirement Pension – 62 + 10	Immediately
Section 4.4	Early Retirement Pension – 30 years of service	Immediately
Section 4.5	Disability Retirement Pension	Immediately
Section 4.6	Early Retirement Pension – Physical or Mental Impairment	Immediately
Section 4.7	Vested Termination Pension	Deferred to 65
Section 6.2(a)	Galesburg Rule of 72 Early Retirement Pension	Deferred to 62
Section 6.2(b)	E-Town Belt & Hose Rule of 72 Early Retirement Pension	Deferred to 62