

Summary Plan Description
The Gates Group Retirement Plan

Doc. 1

**Denver Local #8031
United Steelworkers of America**

Doc. 3

**Elizabethtown Belt & Hose Local #780
United Steelworkers of America**

**Elizabethtown Polyflex – IUE – CWA Local #83766
International Union of Electrical, Radio and Machine Workers**

Denver Print Shop

**Galesburg Local #685
United Steelworkers of America**

July 2018

THE GATES GROUP RETIREMENT PLAN, Doc. 1 and Doc. 3

SUMMARY PLAN DESCRIPTION

TABLE OF CONTENTS

INTRODUCTION.....	1
FACTORS AFFECTING YOUR BENEFIT	3
WHEN YOU MAY RETIRE	5
Normal Retirement.....	5
Late Retirement	5
Early Retirement	5
Vested Termination Benefits.....	6
Special Rules If You Defer Your Early or Vested Termination Benefit Beyond Your Earliest Possible Starting Date	6
Locals 685 and 780 - Rule of 72 for Certain Participants	7
HOW YOU MAY RECEIVE YOUR BENEFIT	7
Automatic Form of Payment if Benefit is \$5,000 or Less: Mandatory Lump-Sum Distributions and Automatic IRA Rollover.....	7
Automatic Forms of Payment If Benefit Value is <i>More Than</i> \$5,000.....	7
Optional Forms of Payment	8
Electing an Optional Form of Payment.....	8
Amounts Payable Under Various Forms of Payment	9
If You Are Rehired After You Retire and Start Monthly Pension Payments	9
Taxation of Your Benefits	10
Delayed Payment of a Normal Retirement Benefit.....	10
Special Benefit for Participants Who Retired Before Certain Dates.....	10
Plant Shutdown.....	11
IF YOU BECAME DISABLED	11
Amount of Disability Benefits	11
Form of Payment	12
When Payments Began	12
Duration of Payments	12
Early Retirement Disability Benefit	12
PROTECTION FOR YOUR SPOUSE	12
Benefit Amount	12
When Payments Begin	12
Special \$1,500 Lump-Sum Benefit	13
OTHER IMPORTANT INFORMATION.....	13
Discretionary Authority of the Plan Administrator	13
How Benefits Are Funded.....	13
Limit on Benefits	13
Qualified Domestic Relations Orders	13
Circumstances Affecting Benefits.....	14
Information Regarding the Collective Bargaining Agreement	14
CLAIMS PROCEDURES	14
Filing a Claim	14
Decision on Claim	15
Appeal Procedures	15

AMENDMENT AND TERMINATION OF THE RETIREMENT PLAN	15
Future of the Retirement Plan.....	15
Effect of Retirement Plan Termination.....	16
Effect on Employment.....	16
Insurance for the Retirement Plan	16
YOUR RIGHTS UNDER ERISA	17
Receive Information About Your Retirement Plan and Benefits.....	17
Prudent Actions of Retirement Plan Fiduciaries	18
Enforcement of Your Rights.....	18
Assistance with Your Questions	18
ADMINISTRATION OF THE RETIREMENT PLAN	19
APPENDIX A	20
Denver Local #8031 United Steelworkers of America	20
Eligibility.....	20
Retirement Plan Benefit Calculation.....	20
APPENDIX B	21
Elizabethtown Belt & Hose Local #780 United Steelworkers of America.....	21
Eligibility.....	21
How the Retirement Plan and Matchmaker Plan Work Together	21
Core Balance	21
Offset for the Core Balance	21
Retirement Plan Benefit Calculation.....	22
APPENDIX C	23
Elizabethtown Polyflex – IUE – CWA Local #83766 International Union of Electrical, Radio and Machine Workers.....	23
Eligibility.....	23
How the Retirement Plan and Matchmaker Plan Work Together	23
Core Balance	23
Offset for the Core Balance	23
Retirement Plan Benefit Calculation.....	24
Benefit Estimates and Calculations	25
APPENDIX D	26
Denver Print Shop.....	26
Eligibility.....	26
How the Retirement Plan and Matchmaker Plan Work Together	26
Core Balance	26
Offset for the Core Balance	26
Retirement Plan Benefit Calculation.....	27
APPENDIX E	28
Galesburg Local #685 United Steelworkers of America	28
Eligibility.....	28
Retirement Plan Benefit Calculation.....	28
Benefit Estimates and Calculations	29
APPENDIX F.....	30
Benefits for Other Groups of Employees Covered by The Gates Group Retirement Plan	30

INTRODUCTION

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

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

1. Employees in Denver, CO who were represented by Local #8031 of the United Steelworkers of America ("Local 8031"). In connection with the final collective bargaining agreement between the Company and the Union (which was signed June 10, 2008), effective August 15, 2008 no new employees in this group entered the Retirement Plan, existing participants ceased to earn any additional credited service and the monthly benefit rate was frozen at \$33.00. (Prior to July 1, 1995, the union was Local #154 of the United Rubber, Cork, Linoleum and Plastic Workers of America (URCLPWA). Effective July 1, 1995 through June 4, 2003, the union was Local #154 of the United Steelworkers of America (AFL-CIO-CLC).)
2. Employees at the Elizabethtown, KY location who were represented by the Belt & Hose Local #780 United Steel Workers of America ("Local 780"). The belt and hose operations were discontinued over the period from October 4, 2003 to June 30, 2004 and all employees covered by this this group were retired or terminated in connection with the shutdown.
3. Employees at the Elizabethtown, KY location who are represented by the Polyflex IUE – CWA Local #83766, International Union of Electrical, Radio and Machine Workers ("Local 83766"). Benefits and Credited Service were frozen for this group as of December 31, 2009.
4. Employees who worked at the Print Shop in Denver, CO. Prior to January 1, 1996, such employees were represented by Local #440 of the Graphic Arts International Union ("Local 440). The operations of the Denver Print Shop were discontinued as of September 9, 2002.
5. Certain employees at the Galesburg, IL location who are represented by Local #685 of the United Steelworkers of America ("Local 685). Benefits and Credited Service were frozen for this group as of April 10, 2011.
6. Employees at the Los Angeles Distribution Center who were represented by Local #495. If you were employed at this location, you may contact the Plan Administrator for details about your particular Plan benefits.

The provisions covering such employees are contained in The Gates Group Retirement Plan, Doc. 1 and Doc. 3, and are referred to as the "Retirement Plan" for the remainder of this SPD. The Gates Group Retirement Plan covers other groups of employees. The benefits of the other groups are determined under different provisions of The Gates Group Retirement Plan and are described in separate SPDs. The Appendix summarizes the other groups covered by The Gates Group Retirement Plan.

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

Information Disclaimer

Benefits are provided only in accordance with the terms of the Retirement Plan as detailed in a legal document known as Doc. 1 of The Gates Group Retirement Plan and Doc. 3 of The Gates Group Retirement Plan. This SPD summarizes the provisions of the Retirement Plan, but is not a substitute for the Retirement Plan and does not give you any right to benefits. The official Retirement Plan document and trust document, together with any policies established by the Plan Administrator, legally govern the operation of the Retirement Plan. If there is a discrepancy between this SPD and the official Retirement Plan document, the Retirement Plan document will govern. Participants and beneficiaries of participants should not rely on any oral description of the Retirement Plan provisions. The interpretation of the Plan Administrator of the provisions of the Retirement Plan is the final authority.

REFER TO THE APPENDIX THAT APPLIES TO YOU FOR INFORMATION ON THE FOLLOWING:

- **How the Retirement Plan and Matchmaker Plan Work Together (if applicable to you)**
- **Eligibility**
- **Retirement Plan Benefit Calculation**

FACTORS AFFECTING YOUR BENEFIT

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

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

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

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

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

There were some exceptions to the above rules. Generally, the following situations do not count as a Break in Service for full-time employees, provided you return to active employment with the Company after the break:

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

Special Note: Employees covered by Local 83766 or Local 685 who are still working for the Company or an affiliated company continue to earn Continuous Service until they terminate.

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

- **Full-time employees**

You receive Credited Service for all your Continuous Service with the Company except as follows:

If you are covered by Local 8031, your Credited Service ceased effective August 15, 2008, which was the date your benefits were frozen.

If you are covered by Local 83766, your Credited Service ceased effective December 31, 2009, which was the date your benefits were frozen.

If you are covered by Local 685, your Credited Service ceased effective April 10, 2011, which was the date your benefits were frozen.

- **Part-time employees**

You received a full year of Credited Service for each year you had 2,080 hours of service. You may have received partial Credited Service for a year in which you worked less than 2,080 hours.

If you are covered by Local 8031, your Credited Service ceased effective August 15, 2008, which was the date your benefits were frozen.

If you are covered by Local 83766, your Credited Service ceased effective December 31, 2009, which was the date your benefits were frozen.

If you are covered by Local 685, your Credited Service ceased effective April 10, 2011, which was the date your benefits were frozen.

Credited Service does not include any Continuous Service you earn with an affiliated company that has not adopted this Retirement Plan. Credited Service also excludes any service as a leased employee.

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

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

REFER TO THE APPENDIX THAT APPLIES TO YOU FOR INFORMATION ON HOW YOUR BENEFIT IS CALCULATED.

- **Appendix A, Denver Local #8031 United Steelworkers of America**
- **Appendix B, Elizabethtown Belt & Hose Local #780 United Steelworkers of America**
- **Appendix C, Elizabethtown Polyflex – IUE – CWA Local #83766 International Union of Electrical, Radio and Machine Workers**
- **Appendix D, Denver Print Shop**
- **Appendix E, Galesburg Local #685 United Steelworkers of America**

WHEN YOU MAY RETIRE

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

Normal Retirement

You are eligible for normal retirement when you reach age 65. You can retire as of the first day of the month following your 65th birthday. Your benefit is calculated using the formula described in the section entitled "Retirement Plan Benefit Calculation" in the Appendix that applies to you.

Late Retirement

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

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

Early Retirement

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

Unreduced Early Retirement After 30 Years of Service

If you complete at least 30 years of Continuous Service, and have not yet turned age 62, you are eligible to retire early. Your benefit is not reduced for early payment.

Supplemental Early Retirement

You may be eligible for supplemental early retirement benefits in addition to your regular benefits if you complete 30 years of Continuous Service, and are at least age 55 but not yet age 62. You will be notified if you are eligible when you retire. Supplemental early retirement benefits are paid as a temporary life annuity only. Benefits are payable up to the earliest of the month *before* you become eligible for Social Security benefits, the month you die, or the month you turn age 62.

Unreduced Early Retirement at Age 62 to 65

If you complete at least 10 years of Continuous Service, you can elect to retire when you turn age 62, and begin receiving benefit payments. Your benefit will not be reduced for early payment.

Reduced Early Retirement at Age 55 After 10 Years of Service

If you complete at least 10 years of Continuous Service, you can retire as early as age 55 and receive a reduced benefit from the Retirement Plan. The benefit amount payable is reduced by 4.8% for each year (4/10 of 1% per month) that the payment date is before the first day of the month after your 62nd birthday. Please refer to the table and example at the end of this subsection.

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

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

Example

You choose to retire early at age 55 with 19 years of Continuous Service. Your monthly normal retirement benefit payable at age 62 is \$627.00. Using the previous table, your benefit payable at age 55 is calculated to be 66.4% of \$627.00, or \$416.33 per month.

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

Vested Termination Benefits

Generally, if you leave the Company before age 65, have completed at least five years of Continuous Service, and are not eligible for a normal, late or early retirement pension as discussed above, you are entitled to receive a vested termination benefit. Your vested termination benefit is calculated the same way as a normal retirement benefit. The following special rules applied to certain groups:

- If you are covered by Local 83766 and were employed on December 31, 2009, you became 100% vested and are entitled to a vested termination benefit, regardless of your years of Continuous Service.
- If you are covered by Local 685 and were employed on April 10, 2011, you became 100% vested and are entitled to a vested termination benefit, regardless of your years of Continuous Service.

Generally, your vested termination benefit payments will begin as of the first day of the month following the month you reach age 65. However, you may elect to have your benefits begin as early as age 55 if you had at least 10 years of Continuous Service when you left. In this case, you can begin receiving actuarially reduced benefits as of the first day of any month following the month in which you turn age 55, up to and including the month you turn age 65. If you were covered by Local 8031, you could elect to commence your benefits as of the first day of any month following your termination.

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

If you retire on an early retirement date and do not elect payments to begin upon your retirement, or if you terminate employment with entitlement to a vested termination benefit and do not start your payments on the earliest date they could begin (age 55 if you had 10 years of Continuous Service), a special election is available to you when you do decide to begin monthly pension payments. Under this special election, you may select any date up to one year before the date you file your benefit application form with the Plan Administrator as your annuity start date for any of the annuity forms of payment. This date is referred to as your "retroactive annuity starting date" ("RASD"). If you elect a RASD, monthly payments will begin after your election, but your monthly benefit amount will be calculated as if payments had begun on the date you select as your RASD. In addition, you will receive one lump sum payment equal to the sum of the monthly payments you would have received from your selected RASD to the first day of the month in which payments actually begin, together with interest at the IRS prescribed interest rate. If you are married, an election of a RASD generally requires the written consent of your spouse, witnessed by a notary public. You cannot elect a RASD if you elect a lump sum payment of your entire benefit.

Locals 685 and 780 - Rule of 72 for Certain Participants

Certain participants covered by Local 685 at Galesburg, IL whose employment was terminated as a result of the discontinuance of hose manufacturing operations and their related support department during the period from October 1, 2002 through December 31, 2003 were eligible to receive benefits if they met specific age and service requirements known as the Rule of 72, as described in the Retirement Plan document. If you were one of these participants, you were notified.

Certain participants covered by Local 780 at Elizabethtown, KY whose employment was terminated as a result of the discontinuance of belt and hose manufacturing operations and their related support department during the period from October 4, 2003 through June 29, 2004 were eligible to receive benefits if they met specific age and service requirements known as the Rule of 72, as described in the Retirement Plan document. If you were one of these participants, you were notified.

HOW YOU MAY RECEIVE YOUR BENEFIT

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

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

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

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

Automatic Forms of Payment If Benefit Value is More Than \$5,000

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

If You Are Single

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

If You Are Married

If you are married when payments begin, you will receive a reduced benefit for your lifetime. Upon your death, your spouse will receive 50% of your reduced monthly benefit for his or her lifetime. This form is called a qualified joint and 50% survivor annuity.

Optional Forms of Payment

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

The following optional forms of payment are available:

Lump Sum Payment

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

Life Annuity with a Five-Year Guaranteed Period

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

Joint and 50% Survivor Benefit

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

Joint and 75% Survivor Benefit

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

Joint and 100% Survivor Benefit

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

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

Electing an Optional Form of Payment

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

- You are clearly informed you have at least 30 days after receiving the written explanation to decide when to have your payments begin and to choose a particular optional form of payment;

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

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

Amounts Payable Under Various Forms of Payment

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

If your benefit is paid in the form of a joint and survivor annuity, your monthly pension will be actuarially reduced to reflect the fact that survivor benefits may be paid to your beneficiary after your death. The amount of the reduction will be based on your age and your beneficiary's age when payments begin, and on your life expectancies. If you are electing an annuity form and you are eligible to receive a Supplemental Early Retirement Pension, the Supplemental piece will be calculated separately.

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

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

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

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

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

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

Taxation of Your Benefits

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

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

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

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

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

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

Delayed Payment of a Normal Retirement Benefit

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

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

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

Special Benefit for Participants Who Retired Before Certain Dates

In addition to the other benefits provided by the Retirement Plan, certain participants qualified for a supplemental monthly benefit upon their enrollment in Medicare Supplementary Insurance (Medicare Part B) that continues until the participant's death. This supplemental monthly benefit applies only to specified

groups of participants who retired prior to October 1, 1990 and earlier dates. You were notified if you were eligible for this supplemental benefit.

Plant Shutdown

With the exception of employees covered by Local 8031, if your local plant is completely and permanently closed and you are terminated as a result, you may be eligible for a special benefit if you have completed at least five years of Continuous Service and are not eligible for other retirement benefits, other than vested termination benefits. You can elect to receive this benefit in place of your vested termination benefits. If you are married and choose this benefit, your spouse has to consent in writing to your election. The benefit is based on your weekly pay rate and length of Continuous Service, and is not less than the mathematical equivalent of your vested termination benefits. The benefit is calculated as shown below.

Years of Continuous Service*	Benefit*
20 or more years	2 weeks' pay for each year
15 but less than 20 years	1-1/2 weeks' pay for each year
10 but less than 15 years	1-1/4 weeks' pay for each year
5 but less than 10 years	1 weeks' pay for each year

*For purposes of these calculations, Continuous Service and pay do not include Continuous Service or pay after December 31, 2009 if you were covered by Local 83766 or after April 10, 2011 if you were covered by Local 685.

If a Matchmaker Plan offset applies to you as provided under the applicable Appendix, then the offset will be applied to the above amount.

You are eligible to receive this special retirement benefit immediately after your termination. If your benefit is greater than \$5,000, you receive the benefit as an annuity of equal mathematical value in the automatic form that applies to you (i.e., life annuity with a five-year guaranteed period if you are single or a joint and 50% survivor annuity if you are married). Alternatively, you can waive the annuity form of payment (with your spouse's written consent if you are married) and elect an immediate lump sum or any other optional form of benefit available under the Retirement Plan. If the value of your benefit is less than \$1,000, it is paid in a lump sum as soon as practicable, unless you elect a rollover. If the value of your benefit exceeds \$1,000 but does not exceed \$5,000, and unless you elect a cash lump sum payment or rollover, the Plan Administrator will direct that your benefit be rolled over into an individual retirement account ("IRA") at an institution selected by the Plan Administrator. All fees associated with the IRA will be paid from your IRA assets. (You cannot elect to defer payment or elect an annuity form of payment.)

IF YOU BECAME DISABLED

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

You were not eligible for a disability pension if your disability resulted from an injury occurring during a criminal act or activity, addiction to narcotics or chronic alcoholism, or a self-inflicted injury.

Amount of Disability Benefits

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

Form of Payment

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

When Payments Began

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

Duration of Payments

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

Early Retirement Disability Benefit

You may have been eligible for an early retirement disability benefit if you retired because of a medically determinable physical or mental disability and were between age 55 and 65, and had at least 10 years of Continuous Service. Your early retirement disability benefit was paid the same way as a disability retirement. Your early retirement disability benefit began as of the first day of the month following the date you retire.

Note: There was a special disability retirement award for physical or mental incapacity prior to age 65 provided under the Retirement Plan for certain participants. If you qualified for this special disability benefit, you were notified.

PROTECTION FOR YOUR SPOUSE

Benefit Amount

If you die after becoming vested and before your payments begin, your surviving spouse will be entitled to receive benefits from the Retirement Plan, as described below. Benefits will be calculated using your Credited Service as of the last day of the month in which you die.

If you die in active service or after terminating from service and are eligible for a normal, early, late or vested termination benefit, your spouse will be entitled to receive 50% of the benefit you would have received under the automatic form of payment method for married participants. (Note: If you elect a joint and 75% or a joint and 100% survivor benefit within 180 days of the date your benefits are to commence and die before your payment commencement date, your surviving spouse's benefit will be based on that form of payment.)

If you die and are eligible only for a vested termination benefit, your spouse will receive 50% of the benefit that would have been payable under the automatic payment method if you had terminated employment on the day you died, elected to begin receiving benefits as of the first day of the month following the date you turn 65, and then died immediately.

When Payments Begin

Generally, payments will be made to your spouse beginning with the month following the month in which you would have turned 65 or, if later, the month in which you die. However, if you die before reaching age 65, with at least 10 or more years of Continuous Service, your spouse may elect to begin receiving payments for the month following the month you would have reached age 55. Furthermore, if you were

eligible for early retirement, or had taken disability retirement before you died, payments can begin to your spouse with the month following the month in which you die.

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

Special \$1,500 Lump-Sum Benefit

In addition to the benefits described above, your spouse will receive a lump-sum death benefit if both of the following conditions are met:

- You die after beginning to receive monthly benefits under either a normal, early, late or disability pension, and
- You had been married at least one year before you died.

Your spouse may elect to receive this lump sum benefit in cash (minus mandatory federal income tax withholding) or elect to have the entire benefit rolled to an individual retirement account ("IRA") or another employer's retirement plan.

This special \$1,500 lump sum death benefit is not payable if, prior to your death, you received your benefit in the form of a lump sum.

OTHER IMPORTANT INFORMATION

Discretionary Authority of the Plan Administrator

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

How Benefits Are Funded

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

Limit on Benefits

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

Qualified Domestic Relations Orders

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

Circumstances Affecting Benefits

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

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

Information Regarding the Collective Bargaining Agreement

If you were covered by Local 8031, Doc. 1 of the Retirement Plan was maintained pursuant to a collective bargaining agreement between the Company and the Union. The last collective bargaining agreement was signed June 10, 2008 and service and benefits ceased as of August 15, 2008.

If you were covered by Local 780, the provisions of the Retirement Plan described in this SPD were maintained pursuant to a collective bargaining agreement between the Company and Elizabethtown Belt & Hose Local #780 United Steel Workers of America. The belt and hose operations were discontinued over the period from October 4, 2003 to June 30, 2004.

If you were covered by Local 83766, the provisions of the Retirement Plan described in this SPD are maintained pursuant to a collective bargaining agreement between the Company and the Elizabethtown Polyflex IUE – CWA Local #83766, International Union of Electrical, Radio and Machine Workers.

If you were covered by Local 685, the provisions of the Retirement Plan described in this SPD are maintained pursuant to a collective bargaining agreement between the Company and the Galesburg Local #685 United Steel Workers of America.

You or your beneficiaries may obtain a copy of the any of the collective bargaining agreements listed above by making a written request to the Plan Administrator.

CLAIMS PROCEDURES

Filing a Claim

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

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

Decision on Claim

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

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

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

Appeal Procedures

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

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

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

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

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

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

AMENDMENT AND TERMINATION OF THE RETIREMENT PLAN

Future of the Retirement Plan

Although Gates Corporation, which is the sponsor of the Retirement Plan, has no present intention to terminate the Retirement Plan, it expressly retains the right to amend, modify, or terminate the Retirement Plan at any time. These powers to amend, modify, or terminate the Retirement Plan are exercisable by

the board of directors of Gates Corporation (the "board") or with respect to certain amendments, the Plan Administrator.

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

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

Effect of Retirement Plan Termination

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

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

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

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

Effect on Employment

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

Insurance for the Retirement Plan

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

The PBGC guaranty generally covers:

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

The PBGC guaranty generally does not cover:

- Benefits exceeding the maximum amount guaranteed by law for the year in which the Retirement Plan terminates,
- Some or all benefit increases and new benefits based on Retirement Plan provisions that have

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

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

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

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

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

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

YOUR RIGHTS UNDER ERISA

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

Receive Information About Your Retirement Plan and Benefits

ERISA provides that all participants shall be entitled to:

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

Prudent Actions of Retirement Plan Fiduciaries

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

Enforcement of Your Rights

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

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

If your claim for benefits is denied or ignored in whole or in part, you may file suit in state or federal court provided you have exhausted your administrative remedies under the Retirement Plan as discussed in the "Claims Procedures" section. In addition, if you disagree with the Plan Administrator's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court.

If it should happen that Retirement Plan fiduciaries misuse Retirement Plan money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and legal fees (for example, if the court finds your claim is frivolous).

Assistance with Your Questions

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

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

You also may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-866-275-7922 or by visiting its website at www.dol.gov/ebsa.

ADMINISTRATION OF THE RETIREMENT PLAN

Name of the Retirement Plan	The Gates Group Retirement Plan (contained in the Core Doc, Doc 1 and Doc. 3 of The Gates Group Retirement Plan)
Type of Plan	Defined Benefit Pension Plan
Plan Sponsor	Gates Corporation 1144 Fifteenth Street, Suite 1400 Denver, CO 80202 (833) 243-5748
EIN of Plan Sponsor	84-0857401
Plan Number	333
Plan Administrator	Gates Retirement Board c/o Gates Corporation 1144 Fifteenth Street, Suite 1400 Denver, CO 80202 (833) 243-5748
Name and Address of Trustee	Northern Trust Company, LLC 50 S. LaSalle Street Chicago, IL 60675
Agents Designated for Acceptance of Service of Legal Process	CT Corporation, as Registered Agent 1209 Orange Street Wilmington, DE 19801 Legal process on matters relating to the Retirement Plan may also be served in the name of the Retirement Plan on the Plan Administrator or Trustee at the addresses listed above.
Plan's Fiscal Year (Plan Year)	January 1 through December 31
Obtaining Plan Forms	Retirement Plan forms can be obtained by calling the Gates Benefits Department at (833) 243-5748

Information Disclaimer

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

APPENDIX A

Denver Local #8031 United Steelworkers of America

Eligibility

Eligible employees (i.e., employees in Denver, CO who were represented by Denver Local #8031 United Steelworkers of America prior to August 15, 2008) automatically became participants in the Retirement Plan on the first of the month after they completed one year of Continuous Service and reached age 21. In connection with the final collective bargaining agreement between the Company and the Union (which was signed June 10, 2008), effective August 15, 2008 no new employees entered the Retirement Plan, existing participants ceased to earn any additional credited service and the monthly benefit rate was frozen at \$33.00.

Retirement Plan Benefit Calculation

Generally, your retirement benefit from the Retirement Plan is calculated by multiplying your years of Credited Service times the monthly benefit rate in effect at the time you retire or terminate. Following is a summary of the monthly benefit rates in effect since June 1, 1998:

Retirement or termination on or after	But before	The monthly benefit rate is:
6/1/98	6/5/99	\$27.00
6/5/99	6/5/00	\$28.50
6/5/00	6/5/01	\$29.00
6/5/01	6/5/02	\$29.50
6/5/02	6/5/03	\$30.00
6/5/03	5/30/04	\$31.00
5/30/04	6/11/06	\$32.00
6/11/06	--	\$33.00

Example: You retire with 25 years of service at age 60 on September 2, 2007. Your monthly normal retirement benefit would be equal to:

$$\mathbf{\$33.00 \times 25 = \$825 \text{ per month}}$$

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

APPENDIX B

Elizabethtown Belt & Hose Local #780 United Steelworkers of America

Eligibility

Eligible employees (employees at the Elizabethtown, KY location who were represented by the Belt & Hose Local #780 United Steel Workers of America) automatically became participants in the Retirement Plan on the first of the month after they completed one year of Continuous Service and reached age 21. The belt and hose operations were discontinued over the period from October 4, 2003 to June 30, 2004 and all employees covered by this SPD were retired or terminated in connection with the shutdown.

How the Retirement Plan and Matchmaker Plan Work Together

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

The primary plan for providing retirement benefits is the Matchmaker Plan. Generally, if the Company-provided benefits in the Matchmaker Plan do not provide your target benefit amount, the rest of your benefit will come from the Retirement Plan. However, if you were a participant in the Retirement Plan on March 31, 1992 (which is the date the Matchmaker Plan was adopted for your location), you will always receive from the Retirement Plan at least the amount you earned under the Retirement Plan as of March 31, 1992, and the benefit as of March 31, 1992 will never decrease.

When the Company introduced the Matchmaker Plan at your work location in 1992, thoughtful consideration went into designing a retirement program that met the continually changing needs of all Company employees. Plans like the Retirement Plan are designed to provide you with a guaranteed amount of income when you retire. Although these types of plans are an important part of building your future financial security, sometimes they don't allow you to earn as much money as you could with other types of retirement plans.

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

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

Core Balance

To determine what portion of your retirement benefit will come from the Matchmaker Plan and what portion will come from the Retirement Plan, your hypothetical "Core Balance" in the Matchmaker Plan was calculated. This was done by adding the Company's 3% Basic Contributions to the Matchmaker Plan to investment earnings associated with those contributions. From April 1, 1992 until July 1, 1996, actual earnings on your 3% Basic Contributions were used. Effective July 1, 1996, the investment earnings on your 3% Basic Contributions were assumed to be the same earnings as the Stable Value Fund in the Matchmaker Plan, even though your accounts may be invested in other funds. Your Core Balance is not affected by any withdrawals you may have taken. Generally, your Core Balance is calculated through your date of termination from the Company.

Offset for the Core Balance

Once your Core Balance is determined, it is converted to an equivalent monthly benefit amount using an actuarial equivalence factor based on your age. This benefit amount reflects the value of the benefit payable to you from the Matchmaker Plan and is used as an offset to the target benefit described in the "Retirement Plan Benefit Calculation" section.

Retirement Plan Benefit Calculation

Your benefit from the Retirement Plan was determined by using these two plans. *An important point to keep in mind is that the Matchmaker Plan was designed to be the primary plan when determining your benefit at retirement.* The following steps show how this works:

- Step 1** *Your monthly "target benefit amount" is calculated by multiplying your years of Credited Service through June 30, 2004, times the monthly benefit rate of \$20.00. (Employees who terminated prior to October 1, 2991 had different rates; the applicable rate was the rate in effect when you terminated employment. Contact the Plan Administrator for more information.)*
- Step 2.** *Next, your Offset for the Core Balance is determined. To do this, your Core Balance is converted to an equivalent monthly benefit amount, using an actuarial equivalence factor based on your age.*
- Step 3** *The amounts from Steps 1 and 2 are compared. If the Offset for the Core Balance calculation (Step 2) is less than the Target Benefit Amount (Step 1), you will receive the difference from the Retirement Plan. If the Offset amount is greater than your Target Benefit Amount, then no benefit will be paid from the Retirement Plan because the Matchmaker Plan is providing your target benefit.*
- Step 4** *However, your benefit from the Retirement Plan will never be less than the benefit you had earned as of March 31, 1992, the day before the Matchmaker Plan first went into effect at your location.*

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

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

Because the belt and hose operations were discontinued as of June 30, 2004, all employees who were covered at that location have retired or terminated with eligibility for a vested termination benefit. You received retirement forms and benefit calculations following your retirement or termination. However, if you have not yet started your benefit, you may request a calculation of your deferred benefits at any time by contacting the Gates Benefits Department.

APPENDIX C

Elizabethtown Polyflex – IUE – CWA Local #83766 International Union of Electrical, Radio and Machine Workers

Eligibility

Eligible employees (employees at the Elizabethtown, KY location who were represented by the Polyflex IUE – CWA Local #83766, International Union of Electrical, Radio and Machine Workers) automatically became participants in the Retirement Plan on the first of the month after they completed one year of Continuous Service and reached age 21, provided they were hired before January 1, 2010.

How the Retirement Plan and Matchmaker Plan Work Together

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

The primary plan for providing retirement benefits is the Matchmaker Plan. Generally, if the Company-provided benefits in the Matchmaker Plan do not provide your target benefit amount, the rest of your benefit will come from the Retirement Plan. However, if you were a participant in the Retirement Plan on August 13, 1990 (which is the date the Matchmaker Plan was adopted for your location), you will always receive from the Retirement Plan at least the amount you earned under the Retirement Plan as of August 13, 1990, and the benefit as of August 13, 1990 will never decrease.

When the Company introduced the Matchmaker Plan at your work location in 1990, thoughtful consideration went into designing a retirement program that met the continually changing needs of all Company employees. Plans like the Retirement Plan are designed to provide you with a guaranteed amount of income when you retire. Although these types of plans are an important part of building your future financial security, sometimes they don't allow you to earn as much money as you could with other types of retirement plans.

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

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

Core Balance

To determine what portion of your retirement benefit will come from the Matchmaker Plan and what portion will come from the Retirement Plan, your hypothetical "Core Balance" in the Matchmaker Plan is calculated. This is done by adding the Company's 3% Basic Contributions to the Matchmaker Plan to investment earnings associated with those contributions. From August 14, 1990 until July 1, 1996, actual earnings on your 3% Basic Contributions were used. Effective July 1, 1996, the investment earnings on your 3% Basic Contributions are assumed to be the same earnings as the Stable Value Fund in the Matchmaker Plan, even though your accounts may be invested in other funds. Your Core Balance is not affected by any withdrawals you may have taken. Generally, your Core Balance is calculated through your date of termination from the Company.

Offset for the Core Balance

Once your Core Balance is determined, it is converted to an equivalent monthly benefit amount using an actuarial equivalence factor based on your age. This benefit amount reflects the value of the benefit payable to you from the Matchmaker Plan and is used as an offset to the target benefit described in the "Retirement Plan Benefit Calculation" section.

Retirement Plan Benefit Calculation

Your benefit from the Retirement Plan is determined by using these two plans. *An important point to keep in mind is that the Matchmaker Plan is designed to be the primary plan when determining your benefit at retirement.* The following steps show how this works:

Step 1 Your monthly “target benefit amount” is calculated by multiplying your years of Credited Service through December 31, 2009 times the applicable monthly benefit rate. Different monthly benefit rates apply, based on the period of service. The table below shows the monthly rates:

Service On or After	But Before	Monthly Benefit Rate
-	7/1/1987	\$15.00
7/1/1987	9/1/1988	16.25
9/1/1988	9/1/1989	17.00
9/1/1989	9/1/1990	17.25
9/1/1990	9/1/1991	18.00
9/1/1991	9/1/1992	19.00
9/1/1992	1/1/2010	20.00

Step 2 Next, your Offset for the Core Balance is determined. To do this, your Core Balance is converted to an equivalent monthly benefit amount, using an actuarial equivalence factor based on your age.

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

Step 4 However, your benefit from the Retirement Plan will never be less than the benefit you had earned as of August 13, 1990, the date the Matchmaker Plan first went into effect at your location.

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

Example

Example – Marcia

- Age 62 with 25 years of Credited Service (date of hire of January 1, 1985) and 30 years of Continuous Service as of retirement date
- Core Balance: \$35,000
- August 13, 1990 floor benefit: \$90.71 per month

Step 1. Determine the monthly target benefit by multiplying each Credited Service period by the applicable benefit rate:

<u>Service</u>	<u>X</u>	<u>Benefit Rate</u>	<u>=</u>	<u>Monthly Accruals</u>
2.500	x	\$15.00	=	\$ 37.50
1.167	x	\$16.25	=	\$ 18.96
1.000	x	\$17.00	=	\$ 17.00
1.000	x	\$17.25	=	\$ 17.25
1.000	x	\$18.00	=	\$ 18.00
1.000	x	\$19.00	=	\$ 19.00
17.333	x	\$20.00	=	<u>\$346.66</u>
Total monthly target benefit				\$474.37

Step 2. Determine the Offset for the Core Balance.

Multiply the Core Balance by an actuarial factor to convert the balance to an equivalent monthly benefit amount. Based on Marcia's age of 62, this factor is 0.00727.

$$\$35,000 \times 0.00727 = \$254.45 \text{ per month}$$

Steps 3 and 4.

Compare Marcia's monthly Target Benefit Amount to (1) the Offset for the Core Balance, and (2) her August 13, 1990 floor benefit.

(a) Monthly Target Benefit Amount:	\$474.37
(b) Offset for the Core Balance:	\$254.45
(c) Preliminary amount payable from Retirement Plan (excess of (a) over (b), if any):	\$219.92
(d) August 13, 1990 floor benefit:	\$ 90.71
(e) Amount payable from Retirement Plan (greater of (c) or (d)):	\$219.92

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

Benefit Estimates and Calculations

Plan participants who have not started their benefit may request a calculation of deferred benefits at any time by contacting the Gates Benefits Department. While every effort is made to provide an accurate pension estimate, variables such as interest rates, growth of the Core Balance in the Matchmaker Plan (for active employees), your Continuous Service at the time you retire or terminate and the age at which your benefits commence can impact the ultimate benefit calculation.

APPENDIX D

Denver Print Shop

Eligibility

Eligible employees (i.e., hourly employees of the Denver Print Shop who, prior to January 1, 1996 were represented by Local #440 of the Graphic Arts International Union) automatically became participants in the Retirement Plan on the first of the month after they completed one year of Continuous Service and reached age 21. The operations of the Denver Print Shop were discontinued as of September 9, 2002.

How the Retirement Plan and Matchmaker Plan Work Together

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

The primary plan for providing retirement benefits is the Matchmaker Plan. Generally, if the Company-provided benefits in the Matchmaker Plan do not provide your target benefit amount, the rest of your benefit will come from the Retirement Plan. However, if you were a participant in the Retirement Plan on March 31, 1989 (which is the date the Matchmaker Plan was adopted at your location), you will always receive from the Retirement Plan at least the amount you earned under the Retirement Plan as of March 31, 1989, and the benefit as of March 31, 1989 will never decrease.

When the Company introduced the Matchmaker Plan at your work location in 1989, thoughtful consideration went into designing a retirement program that met the continually changing needs of all Company employees. Plans like the Retirement Plan are designed to provide you with a guaranteed amount of income when you retire. Although these types of plans are an important part of building your future financial security, sometimes they don't allow you to earn as much money as you could with other types of retirement plans.

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

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

Core Balance

To determine what portion of your retirement benefit will come from the Matchmaker Plan and what portion will come from the Retirement Plan, your hypothetical "Core Balance" in the Matchmaker Plan was calculated. This was done by adding the Company's 3% Basic Contributions to the Matchmaker Plan to investment earnings associated with those contributions. From April 1, 1989 until July 1, 1996, actual earnings on your 3% Basic Contributions were used. Effective July 1, 1996, the investment earnings on your 3% Basic Contributions were assumed to be the same earnings as the Stable Value Fund in the Matchmaker Plan, even though your accounts may be invested in other funds. Your Core Balance is not affected by any withdrawals you may have taken. Generally, your Core Balance is calculated through your date of termination from the Company.

Offset for the Core Balance

Once your Core Balance is determined, it is converted to an equivalent monthly benefit amount using an actuarial equivalence factor based on your age. This benefit amount reflects the value of the benefit payable to you from the Matchmaker Plan and is used as an offset to the target benefit described in the "Retirement Plan Benefit Calculation" section.

Retirement Plan Benefit Calculation

Your benefit from the Retirement Plan was determined by using these two plans. *An important point to keep in mind is that the Matchmaker Plan was designed to be the primary plan when determining your benefit at retirement.* The following steps show how this works:

- Step 1.** *Your monthly "target benefit amount" is calculated by multiplying your years of Credited Service through September 9, 2002, times the monthly benefit rate of \$19.50.*
- Step 2** *Next, your Offset for the Core Balance is determined. To do this, your Core Balance is converted to an equivalent monthly benefit amount, using an actuarial equivalence factor based on your age.*
- Step 3** *The amounts from Steps 1 and 2 are compared. If the Offset for the Core Balance calculation (Step 2) is less than the Target Benefit Amount (Step 1), you will receive the difference from the Retirement Plan. If the Offset amount is greater than your Target Benefit Amount, then no benefit will be paid from the Retirement Plan because the Matchmaker Plan is providing your target benefit.*
- Step 4** *However, your benefit from the Retirement Plan will never be less than the benefit you had earned as of March 31, 1989, the day before the Matchmaker Plan first went into effect at your location.*

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

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

Because the Print Shop operations were discontinued as of September 9, 2002, all Print Shop employees who were covered under Doc. 3 have retired or terminated with eligibility for a vested termination benefit. You received retirement forms and benefit calculations following your retirement or termination. However, if you have not yet started your benefit, you may request a calculation of your deferred benefits at any time by contacting the Gates Benefits Department.

APPENDIX E

Galesburg Local #685 United Steelworkers of America

Eligibility

Prior to March 28, 1999, eligible employees (i.e., employees at the Galesburg, IL location represented by Local #685 of the United Steel Workers of America) automatically became participants in the Retirement Plan on the first of the month after they completed one year of Continuous Service and reached age 21.

Effective March 28, 1999, a new contract was negotiated. Under that contract, eligible employees who had entered the Retirement Plan before March 28, 1999 could irrevocably elect whether to continue to participate in the Retirement Plan or whether to cease earning future benefits under the Retirement Plan and begin participating in The Gates Matchmaker Plan. Eligible employees hired on and after March 28, 1999 and before April 11, 2005, automatically became participants in the Retirement Plan on the first of the month after they completed one year of Continuous Service and reached age 21 unless they irrevocably elected to waive participation in the Retirement Plan in order to participate in The Gates Matchmaker Plan.

Effective April 11, 2005, another contract was negotiated. Under that contract, new hires and rehires were not eligible to enter or re-enter the Retirement Plan. Instead, they were eligible to participate in The Gates Matchmaker Plan.

Effective April 10, 2011, another contract was negotiated. Under this contract, eligible employees who were participating in the Retirement Plan were not entitled to earn any additional benefits.

Retirement Plan Benefit Calculation

Generally, your retirement benefit from the Retirement Plan is calculated using the following formula:

$$\begin{array}{c} \text{Years of Credited Service} \\ \times \\ \text{Monthly Benefit Rate in Effect at the Time You Retire or Terminate.} \end{array}$$

Following is a summary of the monthly benefit rates in effect since April 1, 1998:

Monthly Benefit Rate	Effective On & After
\$24.00	4/1/98
27.00	4/1/99
28.00	4/1/02
29.00	4/1/04
30.00	4/1/05
31.00	4/1/07
32.00	4/1/09

If you Made an Irrevocable Election to Cease Participation in Doc. 3 of the Retirement Plan

If you were a participant in the Retirement Plan on March 28, 1999 and you elected at that time to cease earning benefits under the Retirement Plan in order to participate in The Gates Matchmaker Plan, your monthly benefit rate was set at \$24.00, regardless of the monthly rate in effect as of the date you terminate, retire or ceased participation in Doc. 3 of the Retirement Plan. Effective on and after August 1, 2000, if you subsequently elected to cease earning benefits under the Retirement Plan in order to participate in The Gates Matchmaker Plan, your monthly benefit rate was set at the monthly rate in effect as of the date you cease participation in Doc. 3 of the Retirement Plan regardless of the monthly rate in effect as of the date you later terminate or retire.

If you were a participant in the Retirement Plan on March 28, 1999 and elected to remain an active participant after that date, effective as of April 10, 2011, your Years of Credited Service were frozen.

Example

Let's say you were hired by the Company on April 1, 1991 and you elect to retire at age 65 effective February 1, 2015. Because your Credited Service was frozen at April 10, 2011, you have 20 years of Credited Service when you retire at age 65. Also assume you did not make an irrevocable election effective March 28, 1999 to cease earning benefits under the Retirement Plan. Your monthly benefit at age 65 (normal retirement) will be calculated as follows:

20 years of Credited Service x \$32.00 = \$640 (your monthly benefit at normal retirement)

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

Benefit Estimates and Calculations

Plan participants who have not started their benefit may request a calculation of deferred benefits at any time by contacting the Gates Benefits Department. While every effort is made to provide an accurate pension estimate, variables such as interest rates, your Continuous Service at the time you retire or terminate and the age at which your benefits commence can impact the ultimate benefit calculation.

APPENDIX F

Benefits for Other Groups of Employees Covered by The Gates Group Retirement Plan

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

<u>Applicable Doc.</u>	<u>Description of Group</u>
Doc. 2, Appendix J	<u>All Field Salespersons</u>
	<u>All Transportation Drivers</u>
	<u>All Distribution Center Employees at the Following Locations</u> Chicago, IL (prior to December 31, 1995) Portland, OR (prior to November 1, 1985) Florence, KY Lithonia, GA Los Angeles, CA (prior to November 23, 2001) Dallas, TX
	<u>Denver, CO</u> Salaried Employees Distribution Center Employees Gates Clinic, Inc. (prior to August 15, 1988, The Gates Mutual Benefit Club) The New Horizons Community Credit Union (formerly the Gates Credit Union) (prior to May 1, 1999) Industrial Manufacturing National Products
	<u>Los Angeles, CA</u> Salaried Employees
	<u>Chambersburg, PA</u> All Non-Bargaining Employees
	<u>Elizabethtown, KY Belt & Hose</u> Salaried Employees (prior to June 30, 2004)
	<u>Elizabethtown, KY Polyflex</u> Salaried Employees
	<u>Galesburg, IL</u> Salaried Employees
	<u>Gates Energy Products</u> Warrensburg - All Non-Bargaining Employees (prior to December 18, 1993) Gainesville - All Non-Bargaining Employees (prior to August 29, 1993 except for Aerospace division which is prior to January 1, 1994) El Paso - All Non-Bargaining Employees (prior to August 29, 1993)
	<u>Gates Formed-Fibre Products, Inc.</u> All Non-Bargaining Employees (prior to August 23, 2003)
	<u>Gates Land</u> All Non-Bargaining Employees (prior to July 30, 1996)

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

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

Iola, KS
All Non-Bargaining Employees

Moncks Corner, SC
All Non-Bargaining Employees

Rockford, IL
All Non-Bargaining Employees

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

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

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

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

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

Bloomfield Hills, MI
Salaried Employees

Rochester Hills, MI
Salaried Employees

Salt Lake City, UT
Salaried Employees

- Doc. 2, Appendix K Non-Bargaining Employees of Gates at Charleston, Gates Data Products (liquidated November 1, 1985), Jefferson, Poplar Bluff, Red Bay, Versailles, and Warrensburg (prior to January 1, 1987).
- Doc. 5. Collectively bargained employees of Schrader-Bridgeport, Inc. (and predecessor employers H. B. Egan Manufacturing Co. (a Division of Bridge Products, Inc.) and Camel Tire Care Products) who were represented by Local Union No. 569 of the International Union of the United Rubber, Cork, Linoleum and Plastic Works of America, AFL-CIO.
- Doc. 6 Salaried and non-union hourly employees of Schrader Bridgeport, Inc. and Schrader-Bridgeport International, Inc. (and predecessor employers Arvin Industries, Inc., Schrader Inc., Schrader Automotive, Inc., and Scovill Inc.).

Doc. 7 Salaried employees of Stant Corporation, Stant Manufacturing Inc. (and predecessor employer Stant Inc.), Standard-Thomson Corporation, Ideal Clamp Products, Inc. (formerly Epicor Industries, Inc. including the Ideal Division and the Plews-Edelmann Division), Trico Products Corporation, and Trico Technologies Corporation

Doc. 8 Non-union hourly employees of Epicor Industries, Inc., who were employed at the following facilities:

Dixon, Illinois
Granite Falls, Minnesota
Columbia, Missouri
Eden Prairie, Minnesota
St. Augustine, Florida
Plews/Edelmann Division in Spencer, Iowa.

Non-union hourly employees of Parker-Hannifin Corporation, who immediately prior to December 1, 1989, were covered by the following plans:

Parker-Hannifin Corporation Plews Division Granite Falls, Minnesota Hourly-Wage Employees Pension Plan,
Parker Hannifin Corporation Eden Prairie, Minnesota Hourly-Wage Employees Pension Plan
Parker-Hannifin Corporation Dixon, Illinois Hourly-Wage Employees Pension Plan, or
Parker-Hannifin Corporation Columbia, Missouri Hourly-Wage Employees Pension Plan.

Non-union hourly employees of Trico Products Corporation who were employed at the Vanceboro, North Carolina facility on or after January 1, 1997.

Doc. 9 Salaried employees of Stant Corporation, Stant Manufacturing Inc., Standard-Thomson Corporation, Trico Products Corporation, and Trico Technologies Corporation.

Doc. 10 Collectively bargained hourly employees of Trico Products Corporation.

Doc. 11 Collectively bargained hourly employees of FEDCO Automotive Components Company, Inc. prior to the sale of its assets effective December 28, 2002 represented by the United Steelworkers of America, AFL-CIO-CLC, Local Union 1753.