

K#3278

**2009
PENSION AGREEMENT
And
INSURANCE AGREEMENT**

Between

THE TIMKEN COMPANY

And

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION**

THE TIMKEN COMPANY

CANTON, OHIO



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WORKERS INTERNATIONAL UNION

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THIS INSURANCE AGREEMENT, dated as of November 2, 2009, hereinafter referred to as the "2009 Insurance Agreement", is between THE TIMKEN COMPANY, hereinafter referred to as the "Company", and UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION on behalf of itself and Local Union 1123, said International Union and Local Union collectively being referred to as the "Union", and effective on January 1, 2010.

ARTICLE I - DEFINITIONS

Wherever used herein, the terms hereinafter referred to in this Insurance Agreement shall be understood to have the following meaning:

1. The terms "Company", "Union", and "employees" shall have the same meanings as ascribed to such words in the 2009 Basic Labor Agreement between the parties dated November 2, 2009, in respect of rates of pay, hours of work, and conditions of employment.

2. The term "Continuous Service" means the continuous service of an employee as determined for pension purposes under the Pension Agreement currently in effect.

3. The term "Insurance Plan" means the program of Insurance Benefits which will become effective as hereinafter provided; the term "Prior Plan" means the Insurance Plan in effect under the 2005 Insurance Agreement between the parties.

4. Wherever in this Agreement the male gender is used, it shall also be construed to include the female gender.

ARTICLE II - INSURANCE PLAN

The Insurance Plan described in the following sections shall continue to be effective for each employee who has signed the appropriate enrollment forms and who has not revoked and cancelled such authorization forms.

Except as otherwise provided herein, the additional benefits of this Insurance Plan effective January 1, 2010, shall be applicable only to all active employees and all employees who are laid off because of force reduction or because of physical disability and are receiving benefits or have a valid claim for benefits under this Insurance Plan on such date.

The Company reserves the right to administer or to self-insure any or all of the benefits under the Insurance Plan. The benefits available under any self-insured program shall be equivalent to the benefits described in this Agreement.

A. MEDICAL CARE PROGRAMS

1. Subject to the provisions of Section O hereof, there will be made available Medical Care Programs for participating employees and for the spouse and eligible children of participating employees.

Employees who are participating in the Company-sponsored medical programs on December 31, 2009, and employees who are hired on or after November 1, 2009, will be offered Preferred Provider Organization (PPO) Plans which utilize networks offered by AultCare and Blue Cross and Blue Shield. Such a participating employee will make an initial election of either the AultCare or Blue Cross and Blue Shield PPO Plan.

The initial election will be effective for a calendar-year period. Thereafter, failure to make an annual election will result in continuing coverage under the program most recently elected by the employee until such time as the employee affirmatively changes the election. If an active employee does not make an initial election, he will be deemed to be covered by the Company-sponsored medical program and to have elected the AultCare network option until he signs and returns the applicable form electing an alternative network option. An active employee may change his election (or deemed election) to participate in the Company-sponsored medical program during an open enrollment period (or during such other period required by law).

2. The Medical Care Program will provide coverage for medically necessary hospitalization, physician services, surgical, and other prescribed medical services which are incurred as the result of non-occupational injury or disease.

The specific coverage provided by the PPO options is described in the information distributed by the Company and given to participating employees. The coverage features of the PPO options (including the deductible amounts, maximums to be paid by employee, in-network and out-of-network reimbursements, and other limitations) are included in Your Total Compensation Handbook and are hereby incorporated by reference into this Agreement.

Under the Prior Plan there was established for each participating employee covered by the Company-sponsored medical program a Health Reimbursement Account, for which the Company credited \$500 for each such employee on January 1, 2006, or on such later date that the employee became a participant, if he was not participating on January 1, 2006. Any participating employee who retires on or prior to December 31, 2009, may continue to utilize any portion of the \$500 credited to such employee's Health Reimbursement Account to cover the out-of-pocket expenses, except copays, for medical services under the Company-sponsored *retiree medical care program*, provided the employee is enrolled in a Company-sponsored retiree medical care program. Except as provided in the preceding sentence with respect to a participating employee who retires on or prior to December 31, 2009, all Health Reimbursement Accounts established under the Prior Plan shall terminate on December 31, 2009, and any amounts still credited to such Health Reimbursement Accounts shall be forfeited as of December 31, 2009. No new Health Reimbursement Accounts will be established under this Insurance Plan.

3. Employees of the Company on October 31, 2009, will not be required to pay any access fees to participate in the Medical Care Programs. Any Employee who is first hired by the Company on or after

November 1, 2009, will be required to pay an access fee of \$20 per pay period for single coverage or \$40 per pay period for family coverage to participate in the Medical Care Programs; provided that such employee will not be required to pay such access fees until the completion of the apprenticeship provided for in Appendix B in the Basic Labor Agreement if the employee was hired into an apprenticeship program or, if the employee was not hired into an apprenticeship program, until the employee is being paid 100% of pay for his respective pay grade (as described in Article V – Wages, Section N, of the current Basic Labor Agreement).

B. GROUP LIFE INSURANCE PROGRAM

Subject to the provisions of Section O hereof, there will be made available coverage under group insurance policies to all employees for Group Life Insurance.

1. The Standard Group Life Insurance Master Policy will be on the following basis:

The death benefit for each employee will be a minimum of \$25,000, which death benefit will be paid in one (1) lump sum or the full amount plus interest will be paid in installments under one of the optional methods of settlement designated by the employee.

Additional Group Life Insurance above such minimum will be provided on the following basis:

The amount of additional insurance in each year will equal the excess, if any, of the participating employee's total wage earnings during the preceding year over \$25,000 taken to the nearer multiple of \$100, subject to the limitation that the maximum

amount available hereunder to such employee shall be \$30,000. Adjustments for increases in or reductions of the amount of such additional insurance shall be made on January 1 of each year based upon the wage earnings of the employee in the preceding calendar year, providing the employee is available for and able to perform active work and is actively working at the time such adjustment is made.

2. The Group Life Insurance Policy will contain a total and permanent disability clause covering the total and permanent disability of any employee before age sixty (60) and will provide that in the event of such total and permanent disability prior to termination of employment, as defined in Paragraph 1.b. of Section O, the Life Insurance of any employee will stay in force as long as he remains so disabled, provided the proper proofs of disability are furnished to the Insurance Company and provided such employee has not retired under any form of pension under the current Pension Agreement between the parties. Such proofs must be filed with the Insurance Company within three (3) months after total and permanent disability has lasted for nine (9) consecutive months.

3. The Company will provide all employees an opportunity to purchase an additional \$50,000 of Optional Life Insurance to insure the life of the employee. Evidence of Insurability will not be required if this Optional Life Insurance is elected during the first enrollment window for the newly offered benefit or during the initial enrollment window for a newly hired employee. After the first enrollment window (or after the initial enrollment window for newly hired employees), an employee will be required to provide Evidence of Insurability to enroll in the Optional Life Insurance Benefit. The rates for this Optional Life Insurance Benefit will be based, in part, on smoker/non-smoker status. Employees who choose to pur-

chase Optional Life Insurance under this program will receive continuation of coverage for up to ninety (90) days in the event that their premiums are in arrears. If an employee dies with premiums in arrears, benefits will be held until the premiums have been paid within the ninety (90)-day grace period. The employee and the Local Union will be notified prior to the ninety (90)-day period lapsing if payments are in arrears.

C. SICKNESS AND ACCIDENT BENEFITS

Subject to the provisions of Section O hereof, there will be made available to all employees Sickness and Accident Benefits.

1. Sickness and Accident Benefits will be on the following basis:

The weekly Sickness and Accident Benefit provided for each employee in case of disability resulting from a non-occupational accident or disease for which benefits are not payable under the Workers' Compensation Law will be determined by multiplying each employee's average straight-time hourly earnings computed over the two (2) completed pay periods preceding his illness or disability by twenty-six (26) hours, subject to the proviso that the minimum weekly Sickness and Accident Benefit shall be \$436 and the maximum weekly benefit shall be \$501.

Benefits will also be provided in case of disability resulting from an occupational accident or disease for which benefits are payable under the Workers' Compensation Law. In such cases, the weekly Sickness and Accident Benefit will be determined by deducting from the amount of benefits payable for non-occupational accident or disease the amount of any weekly benefits to which the employee is, or could upon proper application and diligent prosecution be-

come, entitled for such period under the Workers' Compensation Law of any state for temporary total or permanent partial disability. The employee must make satisfactory arrangements with the Plan Administrator to assure that he will refund any overpayment of weekly benefits. Any overpayment will be reduced by the attorney's fees incurred by the employee in pursuing a retroactive Workers' Compensation award.

2. For employees with less than twenty-six (26) weeks of continuous service on the last day worked prior to commencement of a non-occupational disability, the maximum duration of benefits shall be the number of full weeks of continuous service, provided proper proof of disability is supplied to the Plan Administrator.

For employees with less than two (2) years of continuous service on the last day worked prior to the commencement of disability, the weekly benefit will start with the first day of disability in the event of accident and with the eighth day of sickness and will be payable throughout disability to a maximum of twenty-six (26) weeks for any one (1) disability, provided proper proof of disability is supplied to the Plan Administrator.

For employees with two (2) or more years of continuous service on the last day worked prior to the commencement of disability, the weekly benefits will start with the first day of disability in the event of accident and with the eighth day of sickness and will be payable throughout disability to a maximum of fifty-two (52) weeks for any one (1) disability, provided proper proof of disability is supplied to the Plan Administrator.

For employees with twenty (20) or more years of continuous service on the last day worked prior to the commencement of disability, weekly benefits will be

payable for an additional period to a maximum of fifty-two (52) weeks (hereinafter "extended Sickness and Accident Benefits") for any one (1) disability, provided (1) proper proof of disability is supplied to the Plan Administrator and (2) such disability is not permanent and a physician has certified that the employee will be able to return to work.

In the case of a sickness which results in hospitalization or outpatient surgery prior to the eighth day, the weekly benefit will commence on the day that hospitalization as an inpatient for that sickness begins or outpatient surgery commences.

In the case of an employee who is a donor in a human organ or tissue transplant requiring surgical removal of the donated organ or tissue from the employee, the disability resulting from such surgical removal will be deemed to be a disability due to sickness. The weekly benefit will commence on the day that hospitalization for such surgical removal begins or outpatient surgery commences.

Weekly benefits under this Section C shall be reduced by the amount of any Primary Old-Age or Disability Benefits, if any, received by such employee or for which such employee is eligible under the Federal Social Security Act, except that no such deduction shall be made for the first twenty-six (26) weeks for an employee who had attained age sixty-five (65) on or before the last day worked prior to the incurrence of the disability. If an employee furnishes written proof during the initial fifteen (15) weeks of disability that he has applied for Disability Benefits under the Federal Social Security Act and that he did not receive such benefits when they were initially due, weekly benefits will be continued without deduction until the earlier of (i) the date such Social Security Disability Benefits commence or (ii) the payment of thirty-four

(34) weeks of Disability Benefits, or if an employee furnishes written proof that Social Security Disability Benefits have been denied and the employee has requested reconsideration of such denial, and, if necessary, has appealed such denial to an administrative law judge, weekly benefits will be continued without deduction until the date such Social Security Benefits commence, provided the employee makes satisfactory arrangements with the Plan Administrator to assure that he will refund, upon the subsequent receipt of Social Security Benefits for any of such weeks, any overpayment of weekly benefits resulting from the suspension of this deduction. Except as provided above, an employee shall not receive more than thirty-four (34) weeks of unreduced weekly benefits, unless that employee presents evidence satisfactory to the Plan Administrator that Social Security Disability Benefits have been denied and the employee has pursued the administrative remedies referred to above.

It shall be the duty of an employee to promptly notify the Plan Administrator of the filing of any application for the payment of benefits under the Social Security Act and of any action taken thereon by the Social Security Administration.

An employee who retires from the service of the Company pursuant to the provisions of the current Pension Agreement between the parties shall not be entitled to any further weekly benefits after the date of his retirement.

3. Successive periods of disability separated by less than two (2) weeks of active work on full time will be considered one (1) period of disability, unless the subsequent disability is due to an injury or sickness entirely unrelated to the causes of the previous disability and commences after return to active work on full time. Benefits will be paid for as many separate

and distinct periods of disability during any calendar year as may occur.

4. Coverage of any employee under this Sickness and Accident Benefit Program will automatically cease upon termination of employment. Cessation of active work, except when absence from work is caused by illness or injury, will be deemed termination of employment for the purpose of this program, except as hereinafter provided. The coverage of any employee hereunder will not terminate while such employee is disabled as a result of illness or injury and is receiving payments under this program, and the termination of employment of any employee will not prevent such employee from receiving payments on any claim on which he may be entitled to payments on the date of termination of employment.

5. Benefits will be payable under this Section C only if written notice of claim is filed with the Plan Administrator within thirty-five (35) days after incurrance of the disability or satisfactory evidence is presented that the employee was unable to furnish such notice or have it furnished in his behalf.

D. DENTAL CARE PROGRAMS

Subject to the provisions of Section O hereof, there will be made available Dental Care Programs for participating employees and for the spouse and eligible children of participating employees.

The Premium Dental Program will be the base Dental Care Program. An active employee may make an election every three (3) years to elect out of the Premium Dental Program and elect into one of the other Dental Care Programs or Alternative Dental Care Delivery Systems offered herein. The election will be effective for a three (3) calendar-year period. If

an active employee does not make an initial election, he will be covered by the Premium Dental Program. Thereafter, failure to make an election will result in continuing coverage under the program most recently elected by the employee until such time as the employee affirmatively changes the election. An active employee covered by the Premium Dental Program or one of the other Dental Care Programs who elects into and subsequently elects out of an Alternative Dental Care Delivery System under Section M and who fails to affirmatively elect coverage under another program shall again be covered by the Dental Care Program under which he was originally covered.

1. Premium Dental Program

The Premium Dental Program will provide reimbursement for the usual, reasonable, and customary charges for covered dental services as follows:

- a. For preventive dental services, 100%.
- b. For dentures and bridge work, 85%.
- c. For orthodontic diagnostic and treatment procedures for children under twenty (20) years of age, provided that treatment commenced prior to nineteen (19) years of age, 85%.
- d. For other dental procedures, including fillings, extractions, and other services not specifically described above, 85%.

The maximum benefit for expenses incurred during any one (1) calendar year for services other than those referred to in Subparagraph c above, shall be \$1600 per person, and the maximum benefit for expenses for the services referred to in Subpara-

graph c above shall be \$1800 during the lifetime of each covered person.

2. Standard Dental Program

The Standard Dental Program will provide reimbursement for the usual, reasonable, and customary charges for covered dental services, as follows:

a. For preventive dental services, 50%.

b. For dentures and bridge work, 50%.

c. For orthodontic diagnostic and treatment procedures for children under twenty (20) years of age, provided that treatment commenced prior to nineteen (19) years of age, 50%.

d. For other dental procedures, including fillings, extractions, and other services not specifically described above, 50%.

The maximum benefit for expenses incurred during any one (1) calendar year for services other than those referred to in Subparagraph c above shall be \$1600 per person, and the maximum benefit for expenses for the services referred to in Subparagraph c above shall be \$1800 during the lifetime of each covered person.

An employee electing the Standard Dental Program will receive \$80 from the Company each year the election is in effect as long as he is an employee on the date such payment is made.

3. No Coverage Dental Option

The No Coverage Dental Option will provide no dental care benefits. An employee electing

this Program will receive \$160 from the Company each year the election is in effect as long as he is an employee on the date such payment is made.

4. The insurance under this Section D will not cover any expense for dental services for which benefits are provided under any of the other Insurance Programs described in this Agreement.

E. VISION CARE PROGRAMS

Subject to the provisions of Section O hereof, there will be made available Vision Care Programs for participating employees and for the spouse and eligible children of participating employees.

The Standard Vision Program will be the base Vision Care Program. An active employee may make an election every three (3) years to elect out of the Standard Vision Program and elect into one of the other Vision Care Programs or Alternative Vision Care Delivery Systems offered herein. The election will be effective for a three (3) calendar-year period. If an active employee does not make an initial election, he will be covered by the Standard Vision Program. Thereafter, failure to make an election will result in continuing coverage under the program most recently elected by the employee until such time as the employee affirmatively changes the election. An active employee covered by the Standard Vision Program or one of the other Vision Care Programs who elects into and subsequently elects out of an Alternative Vision Care Delivery System under Section M and who fails to affirmatively elect coverage under another program shall again be covered by the Vision Care Program under which he was originally covered.

1. Standard Vision Program

The Standard Vision Program will provide reimbursement for covered vision care services as follows:

- a.** Per single vision lens, \$35.
- b.** Per bifocal lens, \$40.
- c.** Per trifocal lens, \$45.
- d.** Per lenticular lens, \$50.
- e.** Per contact lens, \$45.
- f.** Per frames, \$100.
- g.** For vision testing examination, performed by a physician or optometrist, including a determination as to the need for correction of visual acuity, prescribing lenses, if needed, and confirming the appropriateness of eyeglasses obtained under the prescription, \$50.

If an employee or an eligible dependent has received a vision testing examination, lenses, or frames for which benefits were payable under this Program, benefits will be payable for:

- a.** a subsequent vision testing examination only if received more than twelve (12) months after receipt of the most recent previous vision testing examination for which benefits were payable under this Program;
- b.** subsequent lenses only if received more than twenty-four (24) months after receipt of the most recent previous lenses (more than twelve (12)

months after receipt of the most recent previous lenses if the prescription has changed for the employee or eligible dependent, as applicable) for which benefits were payable under this Program; and

c. subsequent frames, only if received more than twenty-four (24) months after receipt of the most recent previous vision frames for which benefits were payable under this Program.

2. No Coverage Vision Option

The No Coverage Vision Option will provide no vision care benefits. An employee electing the No Coverage Vision Option will receive \$50 from the Company each year the election is in effect as long as he is an employee on the date such payment is made.

3. The insurance of any participating employee under this Section E will not cover any expenses for vision care services for which benefits are provided under any of the other Insurance Programs described in this Agreement or under a Company Safety Glass Program.

F. REIMBURSEMENT ACCOUNTS

There will be flexible spending accounts available which will provide reimbursement for health care expenses and dependent care expenses. An active employee or an individual receiving continuation coverage under Section O hereof, may elect before the beginning of each calendar year to have up to \$5000 for his health care reimbursement account and up to \$5000 (\$2500 in the case of a married individual who files a separate tax return) for his dependent care reimbursement account withheld from his wages through payroll deduction and deposited in the appropriate accounts. An election to participate in a

reimbursement account will result in continuing participation until such time as the employee affirmatively changes the election. The moneys deposited in an employee's health care reimbursement account in a calendar year shall be used to reimburse an employee for cash deductibles, co-payments, and expenses incurred in such calendar year and not covered by the Medical Care, Dental Care, and Vision Care Programs elected by the employee so long as such expenses can be reimbursed pursuant to Section 125 of the Internal Revenue Code. The moneys deposited in an employee's dependent care reimbursement account in a calendar year shall be used to reimburse an employee for expenses incurred in such calendar year in caring for a dependent child, parent, and/or disabled spouse so that the employee and/or the employee's spouse may be gainfully employed in accordance with Section 129 of the Internal Revenue Code. Distributions for eligible expenses will be processed for reimbursement upon receipt of claims for such expenses. In the second quarter following the end of each calendar year, any moneys remaining in an employee's reimbursement account will be pooled with the remaining amounts in all other employees reimbursement accounts and will be divided equally and distributed to all employees who had reimbursement accounts during such calendar year.

G. PRESCRIPTION DRUG PROGRAMS

Subject to the provisions of Section O hereof, there will be made available a Mail Order Prescription Program for participating employees and for the spouse and eligible children of participating employees who have elected coverage under the Medical Care Program. Prescriptions for drugs which are to be taken for fourteen (14) or more days may be ordered from a pharmaceutical supplier chosen by the Company. For each prescription ordered from the

pharmaceutical supplier, the employee will pay a \$10 co-payment for up to a ninety (90)-day supply of a generic drug and a \$35 co-payment for up to a ninety (90)-day supply of a preferred or formulary brand name drug and a \$55 co-payment for up to a ninety (90)-day supply of a non-preferred or non-formulary brand name drug.

Subject to the provisions of Section O hereof, there will be made available a Retail Prescription Drug Card Program for participating employees who have elected coverage under the Medical Care Program described in Section A and for the spouses and eligible children of such participating employees. For each prescription bought from a participating pharmacy, after the deductible amount, as hereinafter defined, is satisfied, the employee will pay a \$5 co-payment for a generic prescription, a \$20 co-payment for a preferred or formulary brand name drug, and a \$30 co-payment for a non-preferred or non-formulary brand name drug. The term "deductible amount" means a cash deductible each calendar year of \$50 per covered individual, but not to exceed \$100 per family. The deductible amount under this Retail Prescription Drug Card Program is separate and apart from the deductible amounts under the Medical Care Program. Co-payments made under the Mail Order Prescription Program do not apply for purposes of satisfying the deductible amount under this Retail Prescription Drug Card Program.

Prescriptions filled under the Retail Prescription Drug Card Program will be limited to a thirty (30)-day supply and may be refilled a maximum of two (2) times. Thereafter, on-going prescriptions must be filled through the Mail Order Prescription Program.

In the event a participant elects a brand name drug when a generic equivalent is available, the participant

will pay the applicable brand name co-payment plus the difference between the brand name and generic costs. This provision applies to both the Retail Prescription Drug Card Program and the Mail Order Prescription Program.

H. (RESERVED)

I. SPECIAL BENEFITS FOR EMPLOYEES WITH 20 YEARS OF CONTINUOUS SERVICE

A participating employee who:

1. Has twenty (20) or more years of continuous service with the Company on his last day worked; and

2. Is on layoff by reason of (a) a permanent shutdown of the plant, department, or subdivision thereof in which he was working, (b) a reduction in force, or (c) disability, other than a permanent disability, from which a physician has certified he will be able to return to work; and

3. Is receiving extended Sickness and Accident Benefits as provided in Section C of this Agreement or Extended Benefits as provided in Article VII of the Supplemental Unemployment Benefit Agreement shall be eligible to have the insurance coverage provided in Sections A, B, D, E, G, and M continued at Company expense beyond the maximum time for which such coverage would be provided at Company expense as set forth in Section O, provided that such extended coverage shall not continue for a period longer than fifty-two (52) weeks.

J. RETIREES' LIFE INSURANCE PROGRAM

Subject to the provisions of Section O hereof, there will be made available for each participating employee who becomes eligible for Pension Benefits

under Article II, Section A, Paragraph 1, of the current Pension Agreement between the Company and the Union, and who retires from the service of the Company pursuant to such Pension Agreement, Retirees' Life Insurance in the amount of \$7500.

There will be made available for each participating employee who becomes eligible for Pension Benefits under Article II, Section A, Paragraphs 2, 3, 4, or 5, of the Pension Agreement and retires before age sixty-two (62), from the date of his retirement until he reaches age sixty-two (62), or the date on which his status as a retired employee ceases, whichever is earlier, Life Insurance in the amount that was being made available to such employee on the last day worked prior to his retirement subject to a maximum amount of \$30,000 at Company expense; provided, however, that when such employee reaches age sixty-two (62), if he continues his retired status until age sixty-two (62), the amount of insurance made available at Company expense shall be reduced to \$7500.

Such Retirees' Life Insurance coverage shall be evidenced by a Life Insurance Certificate issued by a Life Insurance Company to be selected by the Company and shall be subject to all the standard terms and provisions of Life Insurance of that type.

In the event any employee who retired and received a certificate for Retirees' Life Insurance hereunder is reemployed, upon his subsequent retirement, the amount of Retirees' Life Insurance to which he is entitled shall be reduced by the amount of the Retirees' Life Insurance given to him at the time of his first retirement.

K. RETIREES' MEDICAL CARE PROGRAM

1. Subject to the provisions of Section O hereof,

medical plan options which provide coverage for medically necessary hospitalization, physician services, and major medical expenses which are incurred as the result of non-occupational injury or disease will be made available for the following:

a. Each participating employee who was first hired by the Company prior to November 1, 2009, who retires and who is eligible for and receives a pension under Article II, Section A, Paragraphs 1, 2, 3, 4, or 5, of the 2009 Pension Agreement and for the spouse and eligible children of such retiree;

b. Each surviving spouse of a retiree who was first hired by the Company prior to November 1, 2009, and who receives a Post-Retirement Surviving Spouse's Benefit under Article IV of the 2009 Pension Agreement and for the eligible children of such retiree; and

c. Each surviving spouse, of an employee who was first hired by the Company prior to November 1, 2009, and who dies after he has completed fifteen (15) years of continuous service and while he is still accruing continuous service, who is eligible for a Pre-Retirement Surviving Spouse's Benefit under Article III, Section B or C, of the 2009 Pension Agreement and for the eligible children of such employee.

Eligible individuals desiring to participate in the program of insurance following retirement or death, as the case may be, shall elect to do so by completing and submitting a form provided by the Company.

Notwithstanding any provision to the contrary, the benefits described in this Section K will not be available to any employee first hired by the Company on or after November 1, 2009, or to such em-

ployee's spouse, surviving spouse, or dependents.

2. Eligible individuals will be offered the following options:

a. Individuals who are not eligible for Medicare will have the choice to enroll in a Preferred Provider Organization (PPO) Plan which utilizes networks offered by AultCare or Blue Cross and Blue Shield.

b. Individuals who are Medicare-eligible will have the choice to enroll in a Comprehensive Medical Plan or Company-sponsored Medicare Advantage Plan, where available.

3. The specific coverage provided by the Retirees' Medical Care Program is described in the information distributed by the Company and given to participating retirees and surviving spouses. The coverage features of the Retirees' Medical Care Program (including the deductible amounts, maximums to be paid by the retiree or surviving spouse, in-network and out-of-network reimbursements, and other limitations) are included in the Retiree Medical Care Handbook and are hereby incorporated by reference into this Agreement. Such coverage features included in the Retiree Medical Care Handbook will be modified effective January 1, 2011.

4. Coverage of any person under such insurance shall continue when such person becomes eligible for the Federal Medicare Program, but the insurance under this Section K will not cover any expenses for medical services for which benefits are provided under the Federal Medicare Program.

For employees who have not retired or their spouses, who are age sixty-five (65) or over, the

Company will provide benefits under the Insurance Programs described in Sections A, D, E, F, G, and M hereof, with benefits provided by Medicare only to the extent that Medicare provides for benefits additional to those provided in Sections A, D, E, F, G, and M.

5. The Company will limit the amount it will pay to provide future medical coverage for employees retiring on or after January 1, 2006, spouses of such employees, and their dependents. The Company-paid limit will be expressed as an average monthly plan cost per coverage unit. A coverage unit consists of either (a) a retiree, (b) a spouse, or (c) one (1) or more dependents who have coverage under the Comprehensive Medical Plan.

Retirees, spouses, and dependents will be assessed a monthly charge per coverage unit that will be the difference between the Company's projected cost of coverage under the Retirees' Medical Care Program and the Company-paid limit. The Company-paid limit established for retirees and spouses who are under age sixty-five (65) will be \$653 each. The Company-paid limit established for retirees and spouses who are age sixty-five (65) and older will be \$295 each. The Company-paid limit established for dependents will be \$295 for each coverage unit. The Company will determine the monthly charge to be paid during a calendar year based upon the actual plan costs of the preceding calendar year and projected medical trends.

L. NON-DUPLICATION OF BENEFITS

Benefits under the Insurance Programs provided in Sections A, D, E, G, K, and M of this Agreement will not be payable to the extent they are provided under any other Group Insurance Program to which any employer shall have contributed, if that program is the

primary program as compared to the programs provided in this Agreement. If the other program does not include a coordination of benefits or non-duplication provision, it will be the primary program.

In determining whether a group program with a coordination of benefits or non-duplication provision is primary to the programs provided in this Agreement, the following will apply:

1. The program covering the patient other than as a dependent will be the primary program.

2. The program of an employer of a full-time working spouse of an eligible employee, retiree, or deceased employee will be primary, provided that such program is provided at no cost to the spouse. Such a spouse may have secondary coverage under the Insurance Programs. Such a spouse may have primary coverage under the Insurance Programs only if the spouse has waived coverage under his or her employer's program and a charge of \$30 per month for coverage under the Insurance Programs is paid. The rule set forth in this Paragraph will not apply to spouses employed by the Company.

3. Where more than one (1) program covers the patient as a dependent child of parents who are not divorced or separated, the primary program is the program of the parent whose birthday falls earlier in the year. The program of the other parent will be secondary. If both parents have the same birthday, the benefits of the program that covered the patient the longer is the primary program. If the other program's provision for coordination of benefits does not include this rule, but instead has a rule based on the gender of the parent, and if, as a result, the programs do not agree on the order of benefits, the rule of the other program will determine the order of benefits.

4. Where more than one (1) program covers the patient as a dependent child of divorced or separated parents, the program of the parent with custody will be primary, the program of the spouse of the custodial parent will be secondary, and the program of the non-custodial parent will be tertiary; provided, however, if the specific terms of a court decree state that one (1) parent is responsible for the health care expenses of the dependent child, the program of that parent is primary and that parent must notify the Company of the terms of such decree.

5. The program covering the patient as an active employee will be primary to a program covering the patient as a laid off employee or a retiree.

6. The program covering the patient as an employee or retiree or a dependent of an employee or retiree will be primary to a program covering the patient under continuation coverage pursuant to federal or state law.

7. Where the determination cannot be made in accordance with 1., 2., 3., 4., 5., or 6. above, the program which has covered the patient for the longer period of time will be the primary program.

8. Where the programs provided by this Agreement are determined to be secondary pursuant to 1., 2., 3., 4., 5., 6., or 7. above, benefits payable under said programs, together with the benefits received under other group programs, cannot exceed the benefit that would be payable under the programs provided by this Agreement, if said programs were the primary program.

Benefits under the Insurance Programs provided in Sections A, D, E, G, K, and M of this Agreement will not be payable to the extent they are provided

under any Automobile Insurance Policy covering an employee or the spouse, surviving spouse, or children of an employee, and which is required by law to provide such benefits. Such Automobile Insurance shall be considered the primary program with respect to all benefits provided thereby.

Benefits under the Insurance Programs provided in Sections A, D, E, G, K, and M of this Agreement will not be payable to the extent they are provided for an employee or the spouse, surviving spouse, or children of an employee under any program of Medical Insurance or services which may hereafter be established by the United States or the State of Ohio; but if the employee shall have contributed directly, by payroll deduction or other method of payment, to a special fund from which such government program is financed, the benefits under this Agreement which are payable to the employee as reimbursements for medical, dental, or vision care expenses shall not be reduced by the amount of the payments for medical, dental, or vision care services under such government program attributable to the employee's contribution.

The Insurance Programs will provide benefits in accordance with the applicable requirements of any qualified medical child support order. A qualified medical child support order cannot require the Insurance Programs to provide any type or form of benefit, or any option, not otherwise provided under the Insurance Programs, except to the extent necessary to meet the requirements of laws relating to medical child support described in the Social Security Act.

Payment for benefits with respect to an employee, spouse, surviving spouse, or eligible child will be made in accordance with any assignment of rights made by or on behalf of such employee, spouse, surviving spouse, or eligible child as required by a state plan for medical assistance approved under Title XIX

of the Social Security Act. In enrolling an individual as an employee, spouse, surviving spouse, or eligible child or in determining or making any payments for benefits of an individual as an employee, spouse, surviving spouse, or eligible child, the fact that the individual is eligible for or is provided medical assistance under such a state plan will not be taken into account. To the extent that payment has been made under such a state plan in any case in which the Insurance Programs also provide coverage, payment for benefits under the Insurance Programs will be made in accordance with any state law which provides that the state has acquired the rights with respect to an employee, spouse, surviving spouse, or eligible child to payment for such coverage.

M. ALTERNATIVE HEALTH CARE DELIVERY SYSTEMS

Health Maintenance Organizations (HMO), Preferred Provider Organizations (PPO), or other Alternative Health Care Delivery Systems may be offered in place of the benefits provided in Sections A, D, E, G, or K of this Article II. If so offered, employees shall have the opportunity to elect such alternative coverage once each calendar year. The Company can offer as many different Alternative Health Care Delivery Systems to employees as it deems appropriate; provided, however, that once the Company has offered a particular Alternative Health Care Delivery System to employees, it shall be required to continue to offer such Alternative Health Care Delivery System for the remaining term of this Agreement; further provided, that if the premium for the Alternative Health Care Delivery System is greater than the premium for the base Medical, Dental, or Vision Care Program, the Company shall no longer be required to offer such Alternative Health Care Delivery System.

N. PAYMENT

Except as otherwise specified in this Insurance Plan, the cost of the Insurance Plan described in Sections A, B, C, D, E, J, K, and M shall be paid by the Company.

O. PARTICIPATION

The participation of any employee eligible to participate in the foregoing Insurance Programs (as provided in Sections A, B, C, D, E, F, G, J, K, and M) shall be voluntary. The Company and the Union shall individually take such steps as appear advisable to each of them to give the employees adequate information as to the details of the foregoing Insurance Programs. The Company shall give notice and the appropriate enrollment forms to each employee employed hereafter forthwith upon his employment. Except as otherwise provided in Sections A, B, C, D, E, F, G, J, K, or M, an employee who does not execute and return said form to the Company before the end of the month in which his probationary period is completed shall be deemed to have elected not to participate in said Plan until he signs and returns such form, in which case he shall participate from the first day of the calendar month following such execution and return. The effective date of coverage under the Insurance Programs will be the first day of the first calendar-month following completion of the probationary period, provided that the employee is actively working on such day or the next scheduled day. Notwithstanding the foregoing, with respect to the effective date of coverage for the benefits described in Sections A and G, an employee shall be deemed to be actively at work if such employee is not actively at work as a result of a "health factor", as defined in 26 C.F.R. § 54.9802-1; provided however, that such employee has reported to work on at least one (1) day. Furthermore, with respect to the

effective date of coverage for the benefits described in Sections A and G, any absence of an employee due to a health factor shall not be considered an absence, or otherwise cause a delay in the completion of the probationary period required for purposes of satisfying the eligibility requirements to participate in the Insurance Programs.

Any eligible active or inactive employee electing to participate in said Plan must participate in the entire available Plan consistent with his family status.

1. Continuation of Group Life Insurance Coverage for Employees

a. Arrangements will be made to continue insurance of any participating employee under the Group Life Insurance Policy provided in Section B who is laid off by reason of reduction of force for six (6) months after such layoff at the expense of the Company. Such coverage, in its full amount, may be continued for the benefit of such laid-off employee for an additional period of eighteen (18) months at the election of such laid-off employee. During such additional eighteen (18)-months' period, such employee shall pay monthly the cost of such coverage up to a maximum of 60¢ per month for each \$1000 coverage, the balance of the cost of such coverage to be paid by the Company. Ten (10) days prior to the end of such six (6)-months' period, the Company shall notify each such employee that he may continue to have coverage under said Group Life Insurance Policy and advise such employee of the amount of such monthly payments. Such notice shall be mailed to the employee's last address as shown on the records of the Company. The first payment will be due on the fifth day of the calendar month following the end of such six (6)-months' period and will continue to be due on the fifth day of each month during the balance of such

eighteen (18)-months' period. Failure of any such laid-off employee to make any such payment on its due date will result in the automatic cancellation of such coverage without the necessity of notice to such employee.

Except as provided in Section I, arrangements will be made to continue insurance of any participating employee who has ten (10) or more years of continuous service under this Group Life Insurance Policy and who is laid off by reason of reduction of force for twelve (12) months after such layoff at the expense of the Company. Such coverage, in its full amount, may be continued for the benefit of such laid-off employee for an additional period of twelve (12) months at the election of such laid-off employee. During such additional twelve (12)-months' period, such employee shall pay monthly the cost of such coverage up to a maximum of 60¢ per month for each \$1000 coverage, the balance of the cost of such coverage to be paid by the Company. Ten (10) days prior to the end of such first twelve (12)-months' period, the Company shall notify each such employee that he may continue to have coverage under said Group Life Insurance Policy and advise such employee of the amount of such monthly payments. Such notice shall be mailed to the employee's last address as shown on the records of the Company. The first payment will be due on the fifth day of the calendar month following the end of such first twelve (12)-months' period and will continue to be due on the fifth day of each month during the balance of such second twelve (12)-months' period. Failure of any such laid off employee to make any such payment on its due date will result in the automatic cancellation of such coverage without the necessity of notice to such employee.

b. Insurance of any other participating employee under this Group Life Insurance Policy will

automatically cease thirty-one (31) days after termination of employment. Cessation of active work will be deemed termination of employment for the purpose of this policy, except as hereinafter provided. The employment of any employee shall be regarded as terminated as follows:

The employment of any employee who has quit or who has been discharged shall terminate as of the date the employee quit or was discharged; the employment of any employee who has ceased work with the Company on account of leave of absence shall be regarded as terminated as of the first day of the month following the calendar month in which he ceased work with the Company; it is understood, however, that any employee who is absent from work because of illness or injury will be carried on the records of the Company as an employee for the purpose of coverage under this policy for a period of not to exceed twelve (12) months from the end of the month in which such employee was laid off due to physical disability.

c. An employee placed in the Security Pool, defined in the 2009 Basic Labor Agreement, from layoff for reduction of forces, shall continue to have his insurance coverage determined under the provisions of this Paragraph 1 for a period of thirty (30) working days following the return. If the employee is still in the Security Pool at the conclusion of the thirty (30) working-days period or if he has been recalled from the Security Pool to an occupation outside the Security Pool, the employee's insurance coverage will be reinstated to that of an active employee.

2. Continuation of Group Health Insurance Coverage for Employees

a. The insurance of any participating employee under the Insurance Programs provided in

Sections A, D, E, G, I, and M may continue for a period of time from the last day of the calendar month in which a layoff for reduction of forces occurred, at the expense of the Company, and may be continued, at the election of the employee, for an additional period of time at the expense of the participating employee according to the following table:

Length of Continuous Service	Company-Paid Continued Coverage	Employee-Paid Continued Coverage
Less than 2 years	0 months	18 months
More than 2 but less than 10 years	6 months	18 months
More than 10 years	12 months	12 months
More than 20 years and eligible for extended benefits under Article II, Section I	Up to 24 months	0 months

Notwithstanding the foregoing table, during the period in which this Insurance Plan is in effect, any participating employee with more than two (2) years of continuous service who is eligible for continuation of the specified Insurance Programs at the Company's expense in accordance with the preceding sentence and table shall be entitled to three (3) months of Company-paid continued coverage in addition to the number of months designated for Company-paid continued coverage in the preceding table and the number of months such participating employee is entitled to employee-paid continued coverage as designated in the preceding table shall be reduced by three (3) months, provided that in no event will a participating employee be entitled to more than a total of twenty-four (24) months of continued coverage (including

both Company-paid and employee-paid continued coverage) or less than zero (0) months of employee-paid continued coverage.

An employee's continuous service shall be determined at the time of layoff. For an employee who is determined, under Title II or XVI of the Social Security Act, to have been disabled during the first sixty (60) days following the date his layoff for reduction in forces commenced, the period of employee-paid continued coverage with respect to such employee shall be extended so that the total period of continued coverage is twenty-nine (29) months, but only if the employee has provided the Company notice of such determination before the time his continued coverage would otherwise expire.

b. The insurance of any participating employee under the Insurance Programs provided in Sections A, D, E, G, I, and M may continue for a period of time from the last day of the calendar month in which a layoff for physical disability occurred, at the expense of the Company, and may be continued, at the election of the employee, for an additional period of time at the expense of the participating employee according to the following table:

Length of Continuous Service	Company-Paid Continued Coverage	Employee-Paid Continued Coverage
Less than 2 years	0 months	18 months
More than 2 years	12 months	12 months
More than 20 years and eligible for extended benefits under Article II, Section I	Up to 24 months	0 months

An employee's continuous service shall be determined at the time of layoff. For an employee who is determined, under Title II or XVI of the Social Security Act, to have been disabled during the first sixty (60) days following the date his layoff for physical disability commenced, the period of employee-paid continued coverage with respect to such employee shall be extended so that the total period of continued coverage is twenty-nine (29) months, but only if the employee has provided the Company notice of such determination before the time his continued coverage would otherwise expire.

c. The insurance of any participating employee under the Insurance Programs provided in Sections A, D, E, G, and M may be continued, at the election of the employee, for a period of eighteen (18) months from the time of termination of employment for any reason other than layoff for reduction of forces or layoff for physical reasons, at the expense of the participating employee, provided that, to the extent permitted by law, this Paragraph 2.c. shall not apply to any employee who is terminated from employment with the Company because of gross misconduct. For an employee who is determined, under Title II or XVI of the Social Security Act, to have been disabled during the first sixty (60) days following the date of his termination from employment, the period of employee-paid continued coverage provided under this Paragraph 2.c. with respect to such employee shall be extended so that the total period of continued coverage is twenty-nine (29) months, but only if the employee has provided the Company notice of such determination before the time his continued coverage would otherwise expire. Notwithstanding the foregoing, if an employee is participating in the Insurance Programs provided in Sections A, D, E, G, and M and has a termination of employment by reason of service in the uniformed services, the employee may elect to continue such In-

insurance Programs for a period of equal to the lesser of (i) the twenty-four (24)-month period beginning on the date on which the person's absence begins or (ii) the period beginning on the date on which the person's absence begins and ending the day after the date on which the person fails to apply for or return to a position of employment, as determined under 38 U.S.C. Section 4312(e). An employee entitled to continuation of the Insurance Programs pursuant to the preceding sentence shall be required to pay to the Company 102% of the cost to the Company for such Insurance Program coverage (as such cost is calculated by the Company pursuant to Section 4980B of the Internal Revenue Code); provided that an employee who performs service in the uniformed services for less than thirty-one (31) days shall not be required to pay more than the active employee share, if any, for such coverage.

d. At the time an employee's insurance would terminate, were it not for the provisions of this Paragraph 2 of Section O, the Company shall notify each such employee that he may continue his insurance under the programs and advise such employee of the amount of such monthly payments. Such notice shall be mailed to the employee's last address as shown on the records of the Company. The election period for such coverage shall end sixty (60) days after the later of the date the insurance would terminate, were it not for the provisions of this Paragraph 2 of Section O, or the date notice is given to the employee of the right to continued coverage. If an election to continue coverage is made prior to the termination of coverage, the first premium payment will be due on the fifth day of the calendar month following the end of the period of Company-paid continued coverage and subsequent premium payments will continue to be due on the fifth day of each calendar month during the balance of employee-paid continued coverage. If an

election to continue coverage is made after the termination of coverage, the Company shall permit the first premium payment for such coverage during the period preceding the election to be made within forty-five (45) days of the election. Subsequent premium payments will be due on the fifth day of each calendar month during the balance of employee-paid continued coverage. Subject to the grace period required under Treasury Regulation Section 54.4980B-8, Q&A-5, failure of any employee to make a timely premium payment on its due date will result in the automatic cancellation of the insurance without the necessity of notice to such employee. The coverage of any terminated employee entitled to continued coverage under Paragraph 2.c. of Section O under any other Group Health Plan (as an employee or otherwise) will result in the automatic cancellation of the continued coverage, provided that such continued coverage will not be cancelled, if the other Group Health Plan contains any exclusion or limitation with respect to any preexisting condition.

e. Termination of coverage under any of the preceding paragraphs will not prevent such employee from receiving the benefit of coverage under the Insurance Programs to which he may be entitled on the last day of the month in which his coverage is terminated.

Notwithstanding any other provision in this Agreement, if an employee originally laid off for physical reasons ceases to be physically disabled but does not return to work, or if any laid off employee is no longer, for any reason, in fact, available for employment by the Company, the Company-paid insurance coverage provided under Sections A, B, C, D, E, F, G, I, and M shall terminate. The Company may require such reports from laid off employees as may be necessary or appropriate to enable it to determine whether an employee not actively working is entitled to continued Company-paid insurance coverage.

f. An employee placed in the Security Pool, defined in the 2009 Basic Labor Agreement, from layoff for reduction of forces, shall continue to have his insurance coverage determined under the provisions of this Paragraph 2 for a period of thirty (30) working days following the return. If the employee is still in the Security Pool at the conclusion of the thirty (30) working-days period or if he has been recalled from the Security Pool to an occupation outside the Security Pool, the employee's insurance coverage will be reinstated to that of an active employee.

3. Continuation of Group Health Insurance Coverage for Spouses and Dependent Children

a. Each spouse or dependent child of a participating employee or retired employee who would otherwise lose coverage under the Insurance Programs provided in Sections A, D, E, G, I, K, and M in the event of the employee's death, the divorce or legal separation of the employee from the spouse, the participating employee's becoming entitled to Medicare, or the dependent child's ceasing to be a dependent child, may elect continued coverage under the Insurance Programs, at the expense of said spouse or dependent child, provided that a spouse or dependent child of an employee who is terminated from employment with the Company because of gross misconduct will not be eligible for continued coverage. Such coverage shall commence on the date of the event qualifying such spouse or dependent child for the provisions of this Paragraph 3.a. and shall end thirty-six (36) months after such qualifying event. Notwithstanding the preceding provisions concerning the expiration of continued coverage, such coverage may terminate earlier if there is a failure to make a timely premium payment by the spouse or dependent child, if the spouse or dependent child (as an employee or

dependent) becomes covered under any other Group Health Plan which does not contain any exclusion or limitation with respect to any preexisting condition of such spouse or dependent child or if the spouse or dependent child becomes entitled to Medicare.

b. In the case of the divorce or legal separation of the employee from the spouse or the dependent child's ceasing to be a dependent child, it shall be the responsibility of said spouse or dependent child to notify the Company of the occurrence of the qualifying event within sixty (60) days after the qualifying event.

c. The election period for continued coverage shall commence not later than the date on which coverage would otherwise terminate under the Insurance Programs and shall end sixty (60) days after the later of the date the coverage would otherwise terminate or the date notice is given to the spouse or dependent child of the right to continued coverage. Such notification shall be mailed to the spouse's last address as shown on the records of the Company. Notification to any dependent child or children shall be mailed to the legal guardian of such child or children, at the legal guardian's last address as shown on the records of the Company. Such legal guardian shall make any election for such dependent child or children who are minors. If an election to continue coverage is made after the qualifying event, the Company shall permit the first premium payment for such coverage during the period preceding the election to be made within forty-five (45) days of the election. Subsequent premium payments will be due on the fifth day of the calendar month following the date on which coverage would otherwise terminate and will continue to be due on the fifth day of each month during the balance of such thirty-six (36) months' period. Subject to the grace period required under Treasury Regulation Section 54.4980B-8, Q&A-5, failure of any

spouse or dependent child to make any timely premium payment will result in the automatic cancellation of the insurance without the necessity of notice to such spouse or dependent child.

1. Continuation of Group Health Insurance Coverage for Certain Union Officers

The insurance under the Insurance Programs provided in Sections A, D, E, G, I, and M of any President, Vice President, Financial Secretary, Treasurer, or Recording Secretary of any Local Union who has been or is an employee of the Company and who has been or may hereafter be given a leave of absence on the condition stated in Article VIII of the then current Basic Labor Agreement may continue during such leave of absence at the expense of the Company.

P. TERMINATION OF COVERAGE IN CASES OF DISABILITY

Notwithstanding any other provision of this Agreement, the coverage provided for herein, except for Sickness and Accident Benefits, shall be continued during the absence of an employee due to disability resulting from an injury in the course of his employment or occupational disease, but not beyond one (1) month following the end of the month for which Workers' Compensation Benefits terminate and not beyond the date when the employee retires or receives a pension under the Pension Agreement. Sickness and Accident coverage will terminate (1) at the end of twenty-six (26) weeks following the date on which Sickness and Accident Benefits are first payable, if the employee had less than two (2) years of continuous service on the date he ceased work or (2) at the end of fifty-two (52) weeks following the date on which Sickness and Accident Benefits are first payable, if

the employee had two (2) or more years of continuous service on the date he ceased work.

If the employee's claim for Workers' Compensation is being contested, he shall have the right to continue his coverage by paying for such coverage in the manner provided for other employees whose coverage, at the expense of the Company, has terminated; and if he fails to do so, his coverage shall be terminated at the expiration of the periods prescribed herein. If it is ultimately determined that his absence or any part thereof was due to an occupational disability, the Company will reimburse him for any insurance premiums paid by such employee to maintain the insurance in effect during the period when such absence was due to such occupational disability.

Q. EVIDENCE OF COVERAGE

An appropriate evidence of coverage under this Insurance Plan will be issued to each participating employee. The Company will make available to the Union a copy of any group policies taken out by it to provide the coverage referred to in Article II hereof.

R. REQUIREMENTS OF LAW

The benefits of this Insurance Plan provided for pursuant to this Agreement shall be in substitution for any and all other programs providing for Insurance Benefits. The Insurance Plan shall continue during the term of this Agreement and all evidences of participation therein heretofore issued or hereafter issued to employees shall continue in effect during the term of this Agreement. It is intended that the Insurance Benefits provided for in this Insurance Plan shall comply with and be in substitution for provisions for similar benefits if similar benefits are provided for in any law hereafter in effect. If any benefits of a similar nature to

those provided for in this Insurance Plan are required or provided under any law hereafter in effect, and the benefits provided for in this Insurance Plan are not considered in substitution therefor, the benefits provided for in this Agreement shall be reduced by the amount of benefit provided under such law, and the contributions of the Company shall be proportionately reduced.

The Insurance Plan is maintained for the exclusive benefit of employees and the Plan's terms, including those relating to coverage and benefits, are legally enforceable. The Plan shall be administered in accordance with all applicable state and federal laws and regulations.

S. ADMINISTRATION

Unless the Company elects to administer the programs or to self-insure the benefits provided in this Article II, the administration of the Insurance Programs under this Agreement shall be by an Insurance Company. The terms of the policies issued by the Insurance Company and the Agreement shall be controlling on all matters pertaining to the benefits and rights thereunder. It is agreed that where there is any conflict between the language of such Insurance Company policies and this Agreement, the latter shall prevail in each case.

T. CLAIMS FOR BENEFITS

The employee shall follow the procedures established by the Company for the filing of claims for benefits provided by this Agreement. The Company (or the organization responsible for the administration of the applicable Insurance Program) will make all determinations as to the right of any person to benefits under the Plan in accordance with the governing Plan

documents and will ensure that Plan provisions are applied consistently with respect to similarly situated claimants. Any denial by the Company of a claim for benefits under the Plan, by a claimant, who may be an employee or a dependent, will be stated in writing by the Company and delivered or mailed to the claimant within the period of time authorized by the Department of Labor's regulations for claims procedures. The manner and content of the notification of benefit determinations by the Company shall also comply with the Department of Labor's regulations.

If any difference shall arise between the Company and any employee as to the benefits payable to him under the Plan (except as to a claim for Life Insurance or as to the insurance organizations responsible for administration which have been selected by the Company) or as to the interpretation or application of or compliance with the provisions of the Plan, the employee will follow the preliminary procedure prescribed by the Company; and if an understanding cannot be reached with respect to such difference between representatives of the Company and of the Union designated for the purpose, such dispute may be disposed of in the manner provided for in Article IX - Adjustment of Grievances of the current Basic Labor Agreement commencing with the last step of the grievance procedure preceding arbitration. Any employee who wishes to submit such a dispute to such step of the grievance procedure must have the Representative of the International Union mail a statement of his intention to do so to the Superintendent of Industrial Relations in the plant in which he works, postmarked within ten (10) days from the date of the notice to him of the action to which he objects, which statement shall fully set forth the basis of his objection.

An award of the arbitrator in respect of any such question shall be made retroactive to the date of the

occurrence or non-occurrence of the event upon which such question is based, but in no case prior to a date thirty (30) days before such question shall have been presented in writing to the Company. The arbitrator shall have authority only to decide the question in accordance with the applicable provisions of the Plan or this Agreement, but he shall not have authority in any way to alter, add to, or subtract from any of the provisions of the Plan or this Agreement.

ARTICLE III - EFFECTIVE & TERMINATION DATES

A. This 2009 Insurance Agreement shall be effective on January 1, 2010, at 12:01 a.m., except as hereinafter provided, and supersedes the 2005 Insurance Agreement between the parties.

B. No provision in this Agreement shall be considered as having any retroactive effect, unless it is clearly so stated.

C. This Agreement shall continue in full force and effect until 12:01 a.m., January 1, 2014, and for yearly periods thereafter, unless either party shall notify the other party in writing not less than sixty (60) days before any termination date of the 2009 Basic Labor Agreement between the parties of such party's desire to commence negotiations for a new Agreement.

D. Negotiations for a new Insurance Agreement shall be carried on concurrently with negotiations for a Basic Labor Agreement to replace the 2009 Basic Labor Agreement.

E. In the event that no Agreement is reached on a new Insurance Agreement by 12:01 a.m., September 30, 2013, the Union shall not be bound by its no-strike pledge contained in the Basic Labor Agreement then in effect between the parties.

F. In the event of a strike subsequent to September 30, 2013, the Insurance Plan, with the exception of Sickness and Accident coverage, will be continued for thirty (30) days. The Company will advance the premiums for coverage during such thirty (30) days, which premiums will be repaid by the employees through payroll deductions of not more than \$100 per paycheck.

G. The Company may, at its option, extend this Insurance Plan, except Sickness and Accident coverage, for additional thirty (30)-day periods, advance the premiums, and be repaid by the employees through payroll deductions of not more than \$100 per paycheck. If the Company does not elect to extend this Insurance Plan, insurance coverage will be provided pursuant to the terms of the employee Retirement Income Security Act, as amended. Upon the termination of such strike, this Insurance Agreement shall be reinstated or continued, as the case may be, and remain operative until 12:01 a.m., January 1, 2014.

H. The no-strike clause contained in the Basic Labor Agreement between the parties then in effect shall be applicable to this Insurance Agreement, except as hereinabove provided.

I. Except as provided above, there shall be no strikes by reason of disputes under this Insurance Agreement during the term of this Agreement.

THE TIMKEN COMPANY

Alan C. Oberster
VP – Environmental, Health &
Safety and Chief Negotiator

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION**

Leo W. Gerard
International President

Stan Johnson
International Secretary-Treasurer

Thomas M. Conway
International Vice President, Administration

Fred Redmond
International Vice President, Human Affairs

Carol Landry
International Vice President At Large

David R. McCall
District 1 Director

Dennis Brommer
Sub District Director

Joseph Holcomb
Staff Representative

Joseph M. Hoagland
President - Local 1123

Paul E. Muller
Vice President - Local 1123

Robert B. Seward
Negotiator – Canton Bearing Plant
Local 1123

William H. Crawford
Negotiator – Gambrinus Bearing Plant
Local 1123

Ronald J. Roberts
Negotiator – Faircrest Steel Plant
Local 1123

Michael L. Poole
Negotiator – Gambrinus Steel Plant
Local 1123

William F. Webler
Negotiator – Harrison Steel Plant
Local 1123

**THE TIMKEN COMPANY
PENSION PLAN**

25% of Optional Payment to Beneficiary

Table of Percentages to be Applied Against That Portion of the Net Company Pension for Service Prior to August 1, 1983
to Determine Amount of Optional Pension Payments Payable to Pensioner and Beneficiary

AGE OF BENEFICIARY		AGE OF RETIRED EMPLOYEE																				
		M: 50 F: 55	51 56	52 57	53 58	54 59	55 60	56 61	57 62	58 63	59 64	60 65	61 66	62 67	63 68	64 69	65 70	66 71	67 72	68 73	69 74	70 75
45	50	0.9815	0.9800	0.9784	0.9766	0.9747	0.9726	0.9703	0.9681	0.9655	0.9628	0.9600	0.9569	0.9538	0.9504	0.9467	0.9428	0.9389	0.9346	0.9301	0.9253	0.9204
46	51	0.9824	0.9808	0.9793	0.9777	0.9757	0.9737	0.9716	0.9692	0.9668	0.9642	0.9613	0.9583	0.9552	0.9518	0.9484	0.9444	0.9404	0.9363	0.9318	0.9271	0.9221
47	52	0.9832	0.9818	0.9802	0.9786	0.9769	0.9748	0.9728	0.9706	0.9680	0.9655	0.9627	0.9597	0.9566	0.9533	0.9498	0.9462	0.9421	0.9379	0.9337	0.9290	0.9240
48	53	0.9842	0.9827	0.9812	0.9795	0.9778	0.9760	0.9739	0.9717	0.9694	0.9667	0.9641	0.9612	0.9581	0.9548	0.9513	0.9477	0.9439	0.9397	0.9353	0.9309	0.9259
49	54	0.9850	0.9836	0.9821	0.9805	0.9788	0.9770	0.9751	0.9729	0.9706	0.9682	0.9654	0.9627	0.9596	0.9563	0.9529	0.9493	0.9455	0.9416	0.9372	0.9326	0.9279
50	55	0.9857	0.9844	0.9831	0.9814	0.9798	0.9780	0.9761	0.9742	0.9718	0.9694	0.9669	0.9640	0.9611	0.9579	0.9545	0.9509	0.9472	0.9432	0.9392	0.9346	0.9297
51	56	0.9865	0.9852	0.9839	0.9825	0.9808	0.9790	0.9772	0.9752	0.9732	0.9707	0.9682	0.9656	0.9625	0.9595	0.9562	0.9526	0.9489	0.9450	0.9409	0.9366	0.9318
52	57	0.9874	0.9860	0.9847	0.9833	0.9818	0.9800	0.9782	0.9762	0.9742	0.9721	0.9695	0.9669	0.9641	0.9609	0.9578	0.9544	0.9507	0.9468	0.9427	0.9384	0.9339
53	58	0.9880	0.9869	0.9856	0.9842	0.9827	0.9812	0.9793	0.9774	0.9753	0.9732	0.9710	0.9683	0.9656	0.9627	0.9593	0.9561	0.9525	0.9486	0.9446	0.9403	0.9358
54	59	0.9886	0.9876	0.9864	0.9850	0.9836	0.9820	0.9804	0.9785	0.9765	0.9743	0.9721	0.9698	0.9670	0.9642	0.9612	0.9577	0.9543	0.9505	0.9465	0.9422	0.9378
55	60	0.9893	0.9882	0.9871	0.9859	0.9845	0.9830	0.9814	0.9797	0.9776	0.9756	0.9733	0.9710	0.9686	0.9657	0.9627	0.9596	0.9560	0.9524	0.9485	0.9443	0.9398
56	61	0.9900	0.9889	0.9878	0.9866	0.9854	0.9839	0.9823	0.9806	0.9789	0.9768	0.9746	0.9723	0.9699	0.9673	0.9643	0.9612	0.9580	0.9542	0.9505	0.9464	0.9420
57	62	0.9907	0.9896	0.9885	0.9874	0.9861	0.9848	0.9833	0.9816	0.9799	0.9781	0.9759	0.9736	0.9712	0.9687	0.9660	0.9629	0.9597	0.9562	0.9523	0.9485	0.9442
58	63	0.9912	0.9904	0.9892	0.9881	0.9869	0.9856	0.9843	0.9826	0.9809	0.9791	0.9772	0.9750	0.9726	0.9701	0.9675	0.9647	0.9614	0.9581	0.9545	0.9504	0.9464
59	64	0.9918	0.9909	0.9900	0.9889	0.9876	0.9864	0.9851	0.9837	0.9820	0.9802	0.9784	0.9764	0.9741	0.9716	0.9690	0.9663	0.9634	0.9599	0.9564	0.9527	0.9484
60	65	0.9923	0.9915	0.9906	0.9897	0.9885	0.9872	0.9860	0.9846	0.9832	0.9814	0.9796	0.9776	0.9756	0.9732	0.9706	0.9678	0.9650	0.9620	0.9584	0.9548	0.9509
61	66	0.9927	0.9921	0.9912	0.9903	0.9894	0.9882	0.9868	0.9855	0.9841	0.9827	0.9808	0.9790	0.9769	0.9748	0.9722	0.9696	0.9667	0.9637	0.9606	0.9569	0.9531
62	67	0.9933	0.9925	0.9919	0.9910	0.9900	0.9891	0.9878	0.9865	0.9851	0.9836	0.9822	0.9803	0.9783	0.9762	0.9740	0.9712	0.9685	0.9655	0.9624	0.9592	0.9554
63	68	0.9938	0.9931	0.9923	0.9917	0.9908	0.9898	0.9888	0.9875	0.9861	0.9847	0.9832	0.9816	0.9797	0.9776	0.9754	0.9731	0.9703	0.9674	0.9644	0.9612	0.9578
64	69	0.9942	0.9936	0.9930	0.9922	0.9915	0.9906	0.9896	0.9886	0.9872	0.9858	0.9843	0.9827	0.9811	0.9790	0.9769	0.9746	0.9722	0.9694	0.9664	0.9632	0.9599
65	70	0.9947	0.9941	0.9935	0.9929	0.9920	0.9914	0.9904	0.9893	0.9883	0.9869	0.9854	0.9839	0.9822	0.9806	0.9784	0.9762	0.9738	0.9714	0.9684	0.9654	0.9620
66	71	0.9952	0.9946	0.9940	0.9934	0.9928	0.9918	0.9912	0.9902	0.9891	0.9880	0.9866	0.9850	0.9835	0.9818	0.9800	0.9778	0.9755	0.9731	0.9705	0.9674	0.9643
67	72	0.9956	0.9951	0.9945	0.9939	0.9933	0.9926	0.9917	0.9910	0.9899	0.9888	0.9877	0.9862	0.9846	0.9830	0.9812	0.9794	0.9772	0.9748	0.9723	0.9696	0.9664
68	73	0.9961	0.9955	0.9950	0.9944	0.9938	0.9931	0.9924	0.9915	0.9907	0.9897	0.9885	0.9874	0.9859	0.9842	0.9826	0.9807	0.9789	0.9765	0.9741	0.9715	0.9687
69	74	0.9963	0.9960	0.9954	0.9948	0.9942	0.9936	0.9930	0.9922	0.9913	0.9905	0.9894	0.9882	0.9871	0.9855	0.9838	0.9821	0.9802	0.9783	0.9759	0.9734	0.9707
70	75	0.9966	0.9962	0.9959	0.9954	0.9948	0.9942	0.9935	0.9928	0.9921	0.9911	0.9904	0.9892	0.9880	0.9868	0.9852	0.9835	0.9817	0.9798	0.9778	0.9753	0.9727
71	76	0.9970	0.9965	0.9962	0.9959	0.9953	0.9947	0.9941	0.9935	0.9928	0.9920	0.9910	0.9902	0.9891	0.9878	0.9866	0.9849	0.9831	0.9814	0.9793	0.9773	0.9748
72	77	0.9973	0.9970	0.9965	0.9962	0.9959	0.9953	0.9947	0.9940	0.9934	0.9927	0.9919	0.9909	0.9901	0.9889	0.9876	0.9864	0.9846	0.9828	0.9810	0.9790	0.9769
73	78	0.9976	0.9973	0.9970	0.9965	0.9962	0.9958	0.9952	0.9946	0.9940	0.9933	0.9926	0.9918	0.9908	0.9899	0.9887	0.9874	0.9861	0.9844	0.9826	0.9807	0.9786
74	79	0.9978	0.9976	0.9973	0.9970	0.9965	0.9962	0.9958	0.9952	0.9946	0.9940	0.9933	0.9925	0.9917	0.9906	0.9898	0.9886	0.9872	0.9860	0.9842	0.9824	0.9805
75	80	0.9981	0.9978	0.9975	0.9973	0.9970	0.9965	0.9962	0.9958	0.9952	0.9946	0.9939	0.9932	0.9925	0.9917	0.9906	0.9898	0.9885	0.9871	0.9859	0.9841	0.9822

Note: The applicable percentage of any age combination not shown on this table will be calculated, if requested by an employee electing a survivor option, based upon the same actuarial assumptions used herein.

**THE TIMKEN COMPANY
PENSION PLAN**

50% of Optional Payment to Beneficiary

**Table of Percentages to be Applied Against That Portion of the Net Company Pension for Service Prior to August 1, 1983
to Determine Amount of Optional Pension Payments Payable to Pensioner and Beneficiary**

AGE OF BENEFICIARY		AGE OF RETIRED EMPLOYEE																				
		M: 50 F: 55	51 56	52 57	53 58	54 59	55 60	56 61	57 62	58 63	59 64	60 65	61 66	62 67	63 68	64 69	65 70	66 71	67 72	68 73	69 74	70 75
45	50	0.9381	0.9333	0.9283	0.9225	0.9166	0.9104	0.9033	0.8965	0.8889	0.8809	0.8726	0.8639	0.8550	0.8457	0.8354	0.8247	0.8144	0.8032	0.7917	0.7798	0.7675
46	51	0.9409	0.9360	0.9311	0.9259	0.9199	0.9138	0.9073	0.8998	0.8928	0.8849	0.8765	0.8679	0.8588	0.8495	0.8399	0.8293	0.8184	0.8078	0.7962	0.7843	0.7719
47	52	0.9437	0.9390	0.9339	0.9288	0.9234	0.9171	0.9108	0.9040	0.8963	0.8889	0.8806	0.8720	0.8629	0.8536	0.8439	0.8340	0.8230	0.8118	0.8009	0.7889	0.7765
48	53	0.9467	0.9419	0.9369	0.9318	0.9264	0.9208	0.9143	0.9075	0.9005	0.8925	0.8848	0.8762	0.8671	0.8578	0.8481	0.8381	0.8279	0.8166	0.8050	0.7937	0.7813
49	54	0.9492	0.9451	0.9400	0.9348	0.9294	0.9238	0.9180	0.9112	0.9042	0.8969	0.8885	0.8804	0.8715	0.8622	0.8525	0.8424	0.8322	0.8216	0.8100	0.7980	0.7862
50	55	0.9518	0.9476	0.9432	0.9380	0.9326	0.9269	0.9211	0.9151	0.9080	0.9007	0.8930	0.8843	0.8760	0.8667	0.8571	0.8471	0.8367	0.8261	0.8152	0.8031	0.7906
51	56	0.9544	0.9502	0.9458	0.9413	0.9358	0.9302	0.9243	0.9183	0.9119	0.9045	0.8970	0.8890	0.8800	0.8713	0.8617	0.8517	0.8415	0.8307	0.8198	0.8084	0.7960
52	57	0.9571	0.9528	0.9485	0.9439	0.9392	0.9335	0.9277	0.9215	0.9152	0.9087	0.9009	0.8930	0.8848	0.8754	0.8665	0.8566	0.8463	0.8356	0.8246	0.8132	0.8015
53	58	0.9591	0.9556	0.9512	0.9467	0.9419	0.9370	0.9311	0.9250	0.9187	0.9121	0.9052	0.8972	0.8890	0.8804	0.8708	0.8615	0.8513	0.8407	0.8296	0.8181	0.8063
54	59	0.9613	0.9577	0.9541	0.9495	0.9448	0.9398	0.9347	0.9285	0.9223	0.9156	0.9088	0.9017	0.8933	0.8849	0.8760	0.8660	0.8564	0.8459	0.8349	0.8234	0.8115
55	60	0.9635	0.9600	0.9563	0.9524	0.9476	0.9427	0.9376	0.9323	0.9259	0.9194	0.9124	0.9054	0.8979	0.8893	0.8807	0.8715	0.8611	0.8512	0.8402	0.8289	0.8170
56	61	0.9658	0.9622	0.9586	0.9546	0.9507	0.9458	0.9406	0.9353	0.9298	0.9231	0.9164	0.9092	0.9019	0.8942	0.8853	0.8763	0.8668	0.8561	0.8458	0.8345	0.8226
57	62	0.9682	0.9647	0.9609	0.9571	0.9530	0.9489	0.9438	0.9385	0.9329	0.9272	0.9203	0.9134	0.9060	0.8984	0.8905	0.8812	0.8718	0.8620	0.8508	0.8402	0.8285
58	63	0.9698	0.9671	0.9634	0.9595	0.9556	0.9514	0.9471	0.9418	0.9363	0.9306	0.9247	0.9176	0.9104	0.9027	0.8949	0.8865	0.8769	0.8672	0.8570	0.8456	0.8345
59	64	0.9717	0.9689	0.9660	0.9621	0.9581	0.9541	0.9497	0.9453	0.9398	0.9341	0.9283	0.9221	0.9148	0.9073	0.8993	0.8912	0.8825	0.8725	0.8625	0.8520	0.8402
60	65	0.9737	0.9708	0.9678	0.9649	0.9609	0.9567	0.9525	0.9481	0.9435	0.9378	0.9320	0.9259	0.9196	0.9120	0.9042	0.8958	0.8874	0.8785	0.8682	0.8578	0.8470
61	66	0.9749	0.9728	0.9699	0.9668	0.9638	0.9597	0.9554	0.9511	0.9465	0.9418	0.9360	0.9300	0.9236	0.9171	0.9091	0.9010	0.8923	0.8836	0.8744	0.8638	0.8531
62	67	0.9769	0.9742	0.9721	0.9691	0.9659	0.9628	0.9586	0.9542	0.9498	0.9451	0.9402	0.9341	0.9279	0.9213	0.9144	0.9061	0.8978	0.8889	0.8799	0.8704	0.8594
63	68	0.9784	0.9764	0.9735	0.9714	0.9684	0.9651	0.9619	0.9577	0.9531	0.9486	0.9436	0.9385	0.9322	0.9257	0.9189	0.9117	0.9033	0.8947	0.8855	0.8762	0.8663
64	69	0.9800	0.9780	0.9759	0.9731	0.9709	0.9677	0.9644	0.9611	0.9567	0.9520	0.9472	0.9421	0.9369	0.9304	0.9236	0.9164	0.9091	0.9004	0.8916	0.8821	0.8725
65	70	0.9816	0.9797	0.9777	0.9755	0.9726	0.9703	0.9671	0.9636	0.9602	0.9556	0.9508	0.9459	0.9405	0.9351	0.9284	0.9214	0.9141	0.9066	0.8975	0.8884	0.8786
66	71	0.9832	0.9814	0.9794	0.9773	0.9751	0.9721	0.9698	0.9664	0.9628	0.9593	0.9546	0.9495	0.9445	0.9390	0.9334	0.9264	0.9193	0.9117	0.9040	0.8947	0.8853
67	72	0.9848	0.9829	0.9810	0.9790	0.9768	0.9746	0.9714	0.9691	0.9656	0.9619	0.9582	0.9534	0.9482	0.9430	0.9373	0.9315	0.9244	0.9171	0.9093	0.9012	0.8916
68	73	0.9864	0.9845	0.9826	0.9806	0.9785	0.9763	0.9740	0.9707	0.9683	0.9647	0.9609	0.9572	0.9522	0.9469	0.9416	0.9356	0.9297	0.9224	0.9148	0.9068	0.8985
69	74	0.9872	0.9861	0.9841	0.9822	0.9802	0.9781	0.9758	0.9734	0.9701	0.9676	0.9640	0.9600	0.9562	0.9511	0.9456	0.9401	0.9341	0.9280	0.9204	0.9126	0.9044
70	75	0.9880	0.9871	0.9859	0.9839	0.9819	0.9798	0.9777	0.9754	0.9729	0.9696	0.9670	0.9633	0.9592	0.9553	0.9501	0.9444	0.9388	0.9325	0.9263	0.9186	0.9106
71	76	0.9897	0.9880	0.9869	0.9858	0.9838	0.9817	0.9797	0.9775	0.9752	0.9726	0.9692	0.9665	0.9628	0.9586	0.9546	0.9492	0.9434	0.9376	0.9312	0.9248	0.9169
72	77	0.9906	0.9897	0.9879	0.9868	0.9857	0.9836	0.9816	0.9795	0.9773	0.9749	0.9723	0.9688	0.9661	0.9622	0.9579	0.9538	0.9483	0.9424	0.9365	0.9300	0.9235
73	78	0.9915	0.9906	0.9896	0.9879	0.9868	0.9857	0.9836	0.9814	0.9794	0.9770	0.9746	0.9719	0.9684	0.9656	0.9616	0.9572	0.9531	0.9475	0.9415	0.9356	0.9290
74	79	0.9923	0.9915	0.9906	0.9896	0.9878	0.9867	0.9856	0.9834	0.9812	0.9791	0.9768	0.9744	0.9717	0.9681	0.9652	0.9612	0.9567	0.9525	0.9469	0.9408	0.9348
75	80	0.9933	0.9923	0.9915	0.9906	0.9896	0.9878	0.9867	0.9855	0.9833	0.9812	0.9791	0.9768	0.9742	0.9714	0.9679	0.9650	0.9609	0.9564	0.9522	0.9466	0.9404

Note: The applicable percentage of any age combination not shown on this table will be calculated, if requested by an employee electing a survivor option, based upon the same actuarial assumptions used herein.

**THE TIMKEN COMPANY
PENSION PLAN**

75% of Optional Payment to Beneficiary

Table of Percentages to be Applied Against That Portion of the Net Company Pension for Service Prior to August 1, 1983
to Determine Amount of Optional Pension Payments Payable to Pensioner and Beneficiary

AGE OF BENEFICIARY		AGE OF RETIRED EMPLOYEE																				
		M: 50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
M	E	F: 55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75
45	50	0.8983	0.8909	0.8831	0.8742	0.8650	0.8556	0.8449	0.8348	0.8235	0.8118	0.7998	0.7874	0.7747	0.7618	0.7474	0.7330	0.7191	0.7042	0.6892	0.6738	0.6582
46	51	0.9028	0.8951	0.8874	0.8794	0.8701	0.8607	0.8510	0.8398	0.8293	0.8176	0.8055	0.7930	0.7802	0.7670	0.7538	0.7391	0.7243	0.7102	0.6950	0.6795	0.6638
47	52	0.9073	0.8998	0.8918	0.8838	0.8756	0.8659	0.8562	0.8460	0.8344	0.8235	0.8114	0.7989	0.7860	0.7727	0.7592	0.7456	0.7306	0.7156	0.7011	0.6855	0.6696
48	53	0.9121	0.9044	0.8966	0.8884	0.8802	0.8715	0.8614	0.8514	0.8408	0.8288	0.8175	0.8050	0.7920	0.7787	0.7650	0.7513	0.7373	0.7221	0.7066	0.6918	0.6757
49	54	0.9160	0.9094	0.9014	0.8933	0.8848	0.8762	0.8673	0.8568	0.8463	0.8354	0.8229	0.8112	0.7982	0.7849	0.7712	0.7573	0.7431	0.7288	0.7132	0.6974	0.6821
50	55	0.9201	0.9133	0.9064	0.8982	0.8898	0.8810	0.8720	0.8627	0.8519	0.8410	0.8296	0.8168	0.8046	0.7913	0.7776	0.7636	0.7493	0.7348	0.7201	0.7041	0.6878
51	56	0.9242	0.9175	0.9105	0.9034	0.8948	0.8861	0.8770	0.8677	0.8580	0.8467	0.8354	0.8237	0.8104	0.7979	0.7842	0.7702	0.7558	0.7411	0.7262	0.7111	0.6947
52	57	0.9286	0.9218	0.9148	0.9075	0.9001	0.8912	0.8822	0.8726	0.8630	0.8530	0.8414	0.8297	0.8175	0.8038	0.7910	0.7770	0.7628	0.7478	0.7327	0.7174	0.7019
53	58	0.9319	0.9262	0.9192	0.9119	0.9044	0.8966	0.8874	0.8781	0.8682	0.8582	0.8478	0.8358	0.8237	0.8112	0.7972	0.7840	0.7696	0.7548	0.7396	0.7241	0.7083
54	59	0.9354	0.9296	0.9238	0.9164	0.9089	0.9010	0.8930	0.8834	0.8738	0.8635	0.8532	0.8425	0.8300	0.8177	0.8048	0.7904	0.7768	0.7620	0.7467	0.7312	0.7152
55	60	0.9390	0.9333	0.9272	0.9211	0.9135	0.9057	0.8976	0.8893	0.8794	0.8694	0.8587	0.8481	0.8370	0.8242	0.8114	0.7982	0.7834	0.7694	0.7542	0.7386	0.7226
56	61	0.9428	0.9369	0.9310	0.9247	0.9184	0.9105	0.9024	0.8940	0.8854	0.8751	0.8648	0.8538	0.8429	0.8314	0.8183	0.8052	0.7915	0.7762	0.7618	0.7462	0.7302
57	62	0.9467	0.9409	0.9347	0.9286	0.9221	0.9155	0.9074	0.8990	0.8903	0.8814	0.8708	0.8602	0.8490	0.8376	0.8258	0.8122	0.7986	0.7846	0.7690	0.7542	0.7381
58	63	0.9494	0.9449	0.9388	0.9325	0.9262	0.9194	0.9126	0.9042	0.8956	0.8866	0.8774	0.8666	0.8556	0.8440	0.8323	0.8201	0.8061	0.7921	0.7776	0.7615	0.7463
59	64	0.9525	0.9477	0.9430	0.9368	0.9302	0.9238	0.9167	0.9098	0.9010	0.8922	0.8830	0.8735	0.8623	0.8510	0.8390	0.8269	0.8142	0.7998	0.7854	0.7706	0.7541
60	65	0.9557	0.9510	0.9460	0.9412	0.9348	0.9281	0.9214	0.9142	0.9070	0.8980	0.8889	0.8794	0.8697	0.8581	0.8463	0.8338	0.8213	0.8083	0.7934	0.7788	0.7635
61	66	0.9577	0.9543	0.9495	0.9444	0.9394	0.9329	0.9259	0.9190	0.9117	0.9042	0.8951	0.8857	0.8758	0.8658	0.8537	0.8415	0.8286	0.8158	0.8024	0.7872	0.7722
62	67	0.9611	0.9565	0.9531	0.9482	0.9429	0.9378	0.9311	0.9240	0.9170	0.9094	0.9017	0.8922	0.8825	0.8722	0.8617	0.8492	0.8367	0.8235	0.8103	0.7966	0.7810
63	68	0.9636	0.9602	0.9555	0.9520	0.9470	0.9416	0.9364	0.9295	0.9222	0.9149	0.9070	0.8991	0.8893	0.8791	0.8685	0.8577	0.8448	0.8321	0.8185	0.8050	0.7908
64	69	0.9662	0.9629	0.9594	0.9546	0.9511	0.9459	0.9404	0.9350	0.9279	0.9204	0.9129	0.9046	0.8964	0.8862	0.8758	0.8649	0.8537	0.8406	0.8274	0.8135	0.7996
65	70	0.9689	0.9657	0.9623	0.9588	0.9539	0.9502	0.9449	0.9392	0.9337	0.9263	0.9185	0.9107	0.9022	0.8937	0.8832	0.8725	0.8612	0.8496	0.8363	0.8229	0.8085
66	71	0.9715	0.9685	0.9652	0.9618	0.9581	0.9530	0.9493	0.9438	0.9378	0.9322	0.9246	0.9165	0.9085	0.8997	0.8910	0.8802	0.8691	0.8577	0.8459	0.8321	0.8182
67	72	0.9742	0.9710	0.9679	0.9646	0.9610	0.9572	0.9520	0.9481	0.9425	0.9363	0.9305	0.9226	0.9144	0.9062	0.8971	0.8882	0.8770	0.8658	0.8540	0.8419	0.8276
68	73	0.9770	0.9737	0.9705	0.9672	0.9638	0.9601	0.9562	0.9509	0.9469	0.9410	0.9348	0.9288	0.9208	0.9122	0.9038	0.8945	0.8853	0.8739	0.8624	0.8502	0.8378
69	74	0.9783	0.9765	0.9731	0.9698	0.9665	0.9630	0.9592	0.9552	0.9498	0.9458	0.9398	0.9334	0.9272	0.9190	0.9102	0.9015	0.8920	0.8826	0.8710	0.8590	0.8466
70	75	0.9797	0.9779	0.9761	0.9727	0.9694	0.9660	0.9624	0.9586	0.9545	0.9490	0.9448	0.9387	0.9321	0.9258	0.9174	0.9083	0.8994	0.8897	0.8800	0.8681	0.8559
71	76	0.9826	0.9796	0.9778	0.9759	0.9725	0.9690	0.9657	0.9620	0.9582	0.9539	0.9483	0.9440	0.9378	0.9310	0.9246	0.9159	0.9066	0.8976	0.8876	0.8778	0.8656
72	77	0.9840	0.9825	0.9795	0.9777	0.9758	0.9722	0.9688	0.9654	0.9617	0.9577	0.9534	0.9477	0.9433	0.9369	0.9298	0.9233	0.9145	0.9051	0.8959	0.8857	0.8757
73	78	0.9855	0.9840	0.9824	0.9794	0.9776	0.9757	0.9721	0.9686	0.9650	0.9613	0.9573	0.9528	0.9470	0.9425	0.9360	0.9288	0.9222	0.9133	0.9038	0.8945	0.8841
74	79	0.9869	0.9854	0.9839	0.9823	0.9793	0.9774	0.9755	0.9718	0.9683	0.9648	0.9610	0.9568	0.9523	0.9465	0.9418	0.9353	0.9280	0.9213	0.9123	0.9026	0.8933
75	80	0.9885	0.9869	0.9854	0.9839	0.9823	0.9793	0.9774	0.9754	0.9718	0.9682	0.9646	0.9608	0.9566	0.9520	0.9461	0.9415	0.9349	0.9274	0.9208	0.9118	0.9020

Note: The applicable percentage of any age combination not shown on this table will be calculated, if requested by an employee electing a survivor option, based upon the same actuarial assumptions used herein.

**THE TIMKEN COMPANY
PENSION PLAN**

100% of Optional Payment to Beneficiary

Table of Percentages to be Applied Against That Portion of the Net Company Pension for Service Prior to August 1, 1983
to Determine Amount of Optional Pension Payments Payable to Pensioner and Beneficiary

AGE OF BENEFICIARY		AGE OF RETIRED EMPLOYEE																				
		M: 50 F: 55	51 56	52 57	53 58	54 59	55 60	56 61	57 62	58 63	59 64	60 65	61 66	62 67	63 68	64 69	65 70	66 71	67 72	68 73	69 74	70 75
45	50	0.8618	0.8521	0.8422	0.8306	0.8190	0.8071	0.7936	0.7810	0.7671	0.7528	0.7383	0.7233	0.7082	0.6929	0.6763	0.6596	0.6439	0.6270	0.6101	0.5932	0.5762
46	51	0.8676	0.8577	0.8477	0.8374	0.8254	0.8135	0.8012	0.7872	0.7742	0.7599	0.7452	0.7301	0.7147	0.6992	0.6835	0.6666	0.6497	0.6337	0.6167	0.5995	0.5821
47	52	0.8735	0.8637	0.8534	0.8431	0.8325	0.8201	0.8077	0.7950	0.7805	0.7672	0.7523	0.7371	0.7216	0.7059	0.6900	0.6741	0.6569	0.6398	0.6235	0.6061	0.5885
48	53	0.8798	0.8697	0.8596	0.8490	0.8382	0.8272	0.8144	0.8017	0.7885	0.7736	0.7598	0.7445	0.7289	0.7130	0.6968	0.6807	0.6645	0.6471	0.6297	0.6130	0.5952
49	54	0.8850	0.8762	0.8658	0.8552	0.8443	0.8332	0.8218	0.8086	0.7953	0.7817	0.7663	0.7521	0.7363	0.7204	0.7041	0.6877	0.6712	0.6548	0.6371	0.6193	0.6023
50	55	0.8904	0.8815	0.8724	0.8616	0.8507	0.8394	0.8279	0.8161	0.8024	0.7887	0.7747	0.7589	0.7442	0.7280	0.7117	0.6951	0.6784	0.6617	0.6449	0.6269	0.6087
51	56	0.8960	0.8870	0.8778	0.8684	0.8572	0.8459	0.8342	0.8223	0.8100	0.7959	0.7818	0.7673	0.7510	0.7360	0.7195	0.7028	0.6860	0.6690	0.6519	0.6348	0.6163
52	57	0.9017	0.8926	0.8835	0.8739	0.8642	0.8525	0.8409	0.8287	0.8164	0.8037	0.7892	0.7747	0.7598	0.7431	0.7277	0.7109	0.6939	0.6767	0.6593	0.6418	0.6244
53	58	0.9062	0.8986	0.8892	0.8795	0.8698	0.8597	0.8477	0.8356	0.8230	0.8104	0.7973	0.7822	0.7674	0.7521	0.7351	0.7193	0.7022	0.6848	0.6672	0.6494	0.6316
54	59	0.9110	0.9032	0.8953	0.8856	0.8756	0.8654	0.8550	0.8428	0.8301	0.8171	0.8040	0.7908	0.7751	0.7599	0.7442	0.7269	0.7107	0.6932	0.6755	0.6575	0.6393
55	60	0.9158	0.9080	0.9000	0.8918	0.8818	0.8715	0.8609	0.8501	0.8372	0.8244	0.8110	0.7976	0.7838	0.7680	0.7524	0.7363	0.7186	0.7020	0.6841	0.6660	0.6477
56	61	0.9209	0.9130	0.9050	0.8966	0.8881	0.8778	0.8671	0.8562	0.8450	0.8319	0.8186	0.8048	0.7911	0.7769	0.7607	0.7447	0.7283	0.7101	0.6931	0.6748	0.6563
57	62	0.9261	0.9182	0.9100	0.9018	0.8931	0.8844	0.8736	0.8627	0.8514	0.8399	0.8263	0.8128	0.7987	0.7845	0.7700	0.7533	0.7368	0.7200	0.7014	0.6841	0.6654
58	63	0.9298	0.9237	0.9155	0.9070	0.8985	0.8895	0.8806	0.8694	0.8582	0.8466	0.8348	0.8209	0.8071	0.7925	0.7780	0.7629	0.7458	0.7289	0.7117	0.6927	0.6750
59	64	0.9340	0.9275	0.9212	0.9128	0.9040	0.8953	0.8860	0.8768	0.8654	0.8538	0.8419	0.8298	0.8156	0.8013	0.7862	0.7712	0.7557	0.7381	0.7209	0.7034	0.6841
60	65	0.9384	0.9320	0.9252	0.9187	0.9101	0.9011	0.8921	0.8825	0.8731	0.8615	0.8496	0.8373	0.8248	0.8101	0.7954	0.7799	0.7644	0.7485	0.7306	0.7130	0.6950
61	66	0.9411	0.9365	0.9300	0.9230	0.9164	0.9074	0.8983	0.8891	0.8793	0.8698	0.8576	0.8455	0.8328	0.8199	0.8046	0.7894	0.7734	0.7576	0.7414	0.7231	0.7051
62	67	0.9458	0.9395	0.9349	0.9281	0.9210	0.9142	0.9051	0.8956	0.8863	0.8762	0.8662	0.8539	0.8412	0.8281	0.8148	0.7991	0.7834	0.7671	0.7510	0.7344	0.7157
63	68	0.9492	0.9445	0.9381	0.9334	0.9265	0.9192	0.9123	0.9029	0.8932	0.8836	0.8732	0.8628	0.8501	0.8370	0.8234	0.8096	0.7935	0.7776	0.7610	0.7445	0.7274
64	69	0.9528	0.9482	0.9435	0.9369	0.9321	0.9251	0.9176	0.9104	0.9009	0.8909	0.8809	0.8701	0.8593	0.8462	0.8326	0.8188	0.8046	0.7882	0.7719	0.7549	0.7379
65	70	0.9565	0.9521	0.9475	0.9425	0.9359	0.9309	0.9237	0.9160	0.9086	0.8987	0.8883	0.8780	0.8669	0.8558	0.8422	0.8284	0.8142	0.7997	0.7829	0.7663	0.7487
66	71	0.9601	0.9559	0.9514	0.9466	0.9416	0.9348	0.9296	0.9221	0.9142	0.9066	0.8964	0.8857	0.8751	0.8636	0.8523	0.8383	0.8242	0.8096	0.7949	0.7776	0.7606
67	72	0.9639	0.9595	0.9551	0.9505	0.9456	0.9404	0.9334	0.9281	0.9204	0.9121	0.9043	0.8938	0.8829	0.8721	0.8603	0.8466	0.8343	0.8200	0.8050	0.7899	0.7722
68	73	0.9677	0.9631	0.9586	0.9542	0.9494	0.9444	0.9390	0.9318	0.9264	0.9185	0.9101	0.9020	0.8914	0.8801	0.8689	0.8569	0.8449	0.8303	0.8156	0.8003	0.7847
69	74	0.9695	0.9670	0.9623	0.9578	0.9532	0.9483	0.9432	0.9377	0.9304	0.9248	0.9168	0.9081	0.8999	0.8890	0.8773	0.8660	0.8536	0.8414	0.8265	0.8114	0.7957
70	75	0.9715	0.9691	0.9665	0.9618	0.9571	0.9525	0.9476	0.9424	0.9367	0.9293	0.9235	0.9153	0.9064	0.8980	0.8868	0.8750	0.8633	0.8506	0.8382	0.8229	0.8075
71	76	0.9754	0.9713	0.9688	0.9663	0.9614	0.9567	0.9521	0.9470	0.9417	0.9360	0.9283	0.9225	0.9141	0.9050	0.8964	0.8849	0.8728	0.8609	0.8479	0.8352	0.8196
72	77	0.9776	0.9754	0.9712	0.9687	0.9660	0.9612	0.9564	0.9516	0.9465	0.9411	0.9352	0.9275	0.9215	0.9129	0.9034	0.8947	0.8830	0.8706	0.8587	0.8455	0.8326
73	78	0.9796	0.9775	0.9753	0.9710	0.9686	0.9658	0.9609	0.9561	0.9512	0.9460	0.9405	0.9345	0.9266	0.9204	0.9117	0.9021	0.8932	0.8814	0.8688	0.8568	0.8433
74	79	0.9816	0.9795	0.9774	0.9752	0.9709	0.9684	0.9657	0.9606	0.9557	0.9509	0.9456	0.9399	0.9338	0.9258	0.9196	0.9108	0.9009	0.8921	0.8802	0.8675	0.8553
75	80	0.9838	0.9815	0.9794	0.9774	0.9751	0.9708	0.9683	0.9655	0.9605	0.9555	0.9506	0.9453	0.9396	0.9334	0.9254	0.9191	0.9102	0.9003	0.8914	0.8795	0.8666

Note: The applicable percentage of any age combination not shown on this table will be calculated, if requested by an employee electing a survivor option, based upon the same actuarial assumptions used herein.

THE TIMKEN COMPANY
PENSION PLAN

25% of Optional Payment to Beneficiary

Table of Percentages to be Applied Against That Portion of the Net Company Pension for Service on or After August 1, 1983
to Determine Amount of Optional Pension Payments Payable to Pensioner and Beneficiary

AGE OF BENEFICIARY	AGE OF RETIRED EMPLOYEE																				
	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
35	.9690	.9670	.9649	.9626	.9602	.9577	.9551	.9522	.9493	.9462	.9428	.9395	.9357	.9320	.9278	.9235	.9192	.9145	.9096	.9045	.8994
36	.9698	.9677	.9657	.9634	.9610	.9586	.9560	.9532	.9502	.9472	.9440	.9404	.9368	.9329	.9290	.9246	.9202	.9157	.9108	.9057	.9004
37	.9707	.9686	.9664	.9643	.9620	.9595	.9569	.9541	.9513	.9481	.9449	.9415	.9378	.9341	.9300	.9258	.9214	.9167	.9120	.9069	.9016
38	.9714	.9695	.9673	.9651	.9629	.9604	.9578	.9551	.9522	.9492	.9459	.9426	.9390	.9351	.9312	.9269	.9226	.9180	.9131	.9082	.9029
39	.9722	.9703	.9683	.9660	.9637	.9614	.9588	.9561	.9532	.9502	.9471	.9436	.9401	.9364	.9322	.9282	.9237	.9193	.9144	.9094	.9042
40	.9730	.9711	.9691	.9670	.9647	.9622	.9598	.9572	.9543	.9513	.9482	.9448	.9412	.9375	.9336	.9293	.9251	.9204	.9158	.9108	.9054
41	.9738	.9720	.9700	.9679	.9658	.9633	.9608	.9582	.9554	.9524	.9493	.9460	.9425	.9386	.9348	.9307	.9263	.9219	.9170	.9122	.9069
42	.9748	.9729	.9709	.9688	.9667	.9644	.9619	.9592	.9566	.9536	.9505	.9472	.9437	.9400	.9360	.9320	.9278	.9231	.9186	.9135	.9084
43	.9757	.9738	.9718	.9698	.9676	.9654	.9630	.9604	.9576	.9548	.9517	.9484	.9450	.9413	.9375	.9332	.9291	.9247	.9199	.9151	.9098
44	.9765	.9748	.9728	.9708	.9687	.9664	.9641	.9616	.9588	.9559	.9530	.9497	.9463	.9426	.9388	.9348	.9304	.9261	.9215	.9165	.9115
45	.9775	.9756	.9739	.9718	.9697	.9675	.9652	.9627	.9601	.9572	.9541	.9510	.9476	.9440	.9402	.9362	.9321	.9275	.9230	.9182	.9130
46	.9784	.9767	.9748	.9730	.9708	.9686	.9663	.9638	.9613	.9586	.9555	.9522	.9490	.9454	.9416	.9377	.9336	.9292	.9245	.9198	.9148
47	.9793	.9776	.9759	.9739	.9720	.9698	.9674	.9650	.9624	.9598	.9569	.9537	.9503	.9469	.9432	.9392	.9351	.9308	.9263	.9214	.9164
48	.9803	.9786	.9769	.9750	.9730	.9710	.9686	.9662	.9637	.9610	.9582	.9552	.9518	.9482	.9447	.9408	.9367	.9324	.9280	.9232	.9180
49	.9811	.9796	.9779	.9761	.9742	.9720	.9699	.9675	.9650	.9623	.9595	.9565	.9534	.9498	.9461	.9424	.9384	.9341	.9297	.9250	.9200
50	.9820	.9805	.9790	.9772	.9752	.9733	.9710	.9688	.9663	.9636	.9608	.9579	.9548	.9515	.9478	.9439	.9401	.9359	.9314	.9268	.9218
51	.9828	.9814	.9798	.9782	.9764	.9744	.9723	.9699	.9676	.9650	.9622	.9592	.9562	.9529	.9495	.9456	.9416	.9376	.9332	.9286	.9237
52	.9838	.9823	.9808	.9792	.9775	.9755	.9734	.9713	.9688	.9664	.9636	.9607	.9576	.9544	.9510	.9474	.9434	.9392	.9351	.9305	.9256
53	.9847	.9832	.9817	.9801	.9784	.9767	.9746	.9725	.9702	.9676	.9651	.9622	.9591	.9559	.9525	.9490	.9453	.9411	.9368	.9324	.9276
54	.9854	.9842	.9827	.9811	.9794	.9776	.9758	.9737	.9714	.9690	.9663	.9637	.9606	.9575	.9541	.9506	.9469	.9430	.9387	.9342	.9296
55	.9862	.9850	.9836	.9821	.9804	.9787	.9768	.9749	.9727	.9703	.9678	.9650	.9622	.9591	.9558	.9523	.9486	.9448	.9407	.9362	.9314
56	.9870	.9858	.9844	.9831	.9814	.9797	.9779	.9760	.9740	.9718	.9692	.9666	.9636	.9607	.9574	.9540	.9504	.9465	.9425	.9383	.9336
57	.9878	.9866	.9852	.9839	.9825	.9808	.9790	.9770	.9751	.9730	.9705	.9680	.9652	.9622	.9592	.9557	.9521	.9484	.9444	.9402	.9357
58	.9884	.9874	.9861	.9848	.9833	.9818	.9800	.9782	.9762	.9741	.9719	.9694	.9667	.9638	.9606	.9575	.9540	.9502	.9462	.9421	.9377
59	.9891	.9880	.9870	.9856	.9842	.9827	.9812	.9793	.9773	.9753	.9731	.9708	.9682	.9654	.9624	.9591	.9558	.9521	.9482	.9441	.9397
60	.9897	.9887	.9876	.9865	.9851	.9836	.9821	.9804	.9785	.9765	.9743	.9720	.9697	.9670	.9640	.9610	.9575	.9541	.9502	.9461	.9418
61	.9904	.9894	.9883	.9872	.9860	.9845	.9830	.9814	.9797	.9777	.9756	.9734	.9710	.9685	.9657	.9626	.9594	.9555	.9523	.9482	.9440
62	.9911	.9901	.9890	.9879	.9867	.9855	.9840	.9824	.9807	.9790	.9769	.9747	.9724	.9699	.9674	.9644	.9612	.9579	.9541	.9504	.9462
63	.9916	.9908	.9897	.9886	.9874	.9862	.9850	.9834	.9818	.9800	.9782	.9761	.9738	.9714	.9688	.9662	.9630	.9597	.9562	.9523	.9484
64	.9922	.9914	.9905	.9894	.9882	.9870	.9858	.9845	.9828	.9812	.9794	.9775	.9752	.9729	.9704	.9677	.9649	.9616	.9582	.9546	.9505
65	.9927	.9919	.9911	.9902	.9890	.9879	.9866	.9853	.9840	.9823	.9806	.9787	.9768	.9744	.9719	.9693	.9665	.9636	.9602	.9567	.9529
66	.9931	.9925	.9917	.9908	.9899	.9887	.9875	.9862	.9849	.9835	.9818	.9800	.9780	.9760	.9736	.9710	.9682	.9654	.9623	.9588	.9552
67	.9937	.9929	.9923	.9914	.9906	.9896	.9884	.9872	.9859	.9845	.9830	.9812	.9794	.9773	.9752	.9727	.9700	.9672	.9642	.9610	.9574
68	.9941	.9935	.9927	.9921	.9912	.9904	.9894	.9882	.9869	.9855	.9841	.9826	.9807	.9787	.9766	.9744	.9718	.9690	.9661	.9630	.9598
69	.9945	.9940	.9934	.9926	.9920	.9911	.9902	.9892	.9879	.9866	.9852	.9836	.9821	.9801	.9781	.9759	.9736	.9710	.9681	.9650	.9618
70	.9950	.9944	.9939	.9933	.9925	.9918	.9909	.9900	.9889	.9876	.9862	.9848	.9832	.9816	.9796	.9775	.9752	.9729	.9701	.9671	.9640
71	.9954	.9949	.9944	.9938	.9932	.9923	.9916	.9907	.9897	.9887	.9873	.9859	.9844	.9828	.9811	.9790	.9768	.9746	.9719	.9692	.9662
72	.9959	.9954	.9948	.9943	.9937	.9930	.9922	.9915	.9905	.9895	.9884	.9870	.9855	.9840	.9823	.9806	.9784	.9762	.9738	.9713	.9683
73	.9963	.9958	.9953	.9947	.9941	.9935	.9929	.9920	.9912	.9903	.9892	.9881	.9867	.9852	.9836	.9819	.9801	.9779	.9756	.9731	.9705
74	.9965	.9962	.9957	.9952	.9946	.9940	.9934	.9928	.9918	.9911	.9901	.9890	.9878	.9864	.9848	.9832	.9814	.9796	.9773	.9750	.9724

Note: The applicable percentage of any age combination not shown on this table will be calculated, if requested by an employee electing a survivor option, based upon the same actuarial assumptions used herein.

**THE TIMKEN COMPANY
PENSION PLAN**

50% of Optional Payment to Beneficiary

**Table of Percentages to be Applied Against That Portion of the Net Company Pension for Service on or After August 1, 1983
to Determine Amount of Optional Pension Payments Payable to Pensioner and Beneficiary**

AGE OF BENEFICIARY	AGE OF RETIRED EMPLOYEE																				
	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
35	.8993	.8934	.8870	.8802	.8732	.8661	.8587	.8504	.8424	.8341	.8249	.8160	.8062	.7965	.7861	.7752	.7647	.7535	.7420	.7302	.7185
36	.9018	.8955	.8894	.8827	.8758	.8685	.8611	.8534	.8449	.8366	.8279	.8184	.8091	.7989	.7890	.7781	.7670	.7563	.7447	.7329	.7208
37	.9044	.8981	.8916	.8853	.8784	.8712	.8637	.8560	.8480	.8391	.8305	.8215	.8116	.8020	.7914	.7811	.7700	.7586	.7477	.7358	.7236
38	.9067	.9008	.8943	.8876	.8811	.8739	.8664	.8587	.8507	.8424	.8331	.8242	.8148	.8045	.7946	.7837	.7731	.7617	.7501	.7388	.7265
39	.9090	.9032	.8972	.8905	.8835	.8767	.8693	.8615	.8535	.8452	.8365	.8270	.8176	.8079	.7972	.7869	.7758	.7649	.7533	.7414	.7296
40	.9115	.9057	.8997	.8935	.8865	.8792	.8723	.8645	.8565	.8481	.8394	.8304	.8205	.8108	.8007	.7897	.7792	.7677	.7566	.7446	.7323
41	.9141	.9083	.9023	.8961	.8896	.8824	.8749	.8676	.8597	.8512	.8425	.8335	.8241	.8138	.8037	.7933	.7821	.7712	.7596	.7481	.7357
42	.9169	.9110	.9050	.8988	.8924	.8857	.8782	.8704	.8629	.8545	.8458	.8367	.8273	.8175	.8069	.7965	.7858	.7743	.7632	.7511	.7393
43	.9198	.9140	.9079	.9017	.8953	.8886	.8816	.8739	.8657	.8579	.8492	.8401	.8307	.8209	.8108	.7998	.7892	.7782	.7663	.7549	.7424
44	.9223	.9171	.9110	.9047	.8983	.8916	.8846	.8774	.8693	.8609	.8527	.8436	.8342	.8244	.8143	.8039	.7926	.7816	.7703	.7582	.7463
45	.9254	.9196	.9142	.9079	.9014	.8948	.8879	.8807	.8731	.8646	.8559	.8473	.8379	.8281	.8179	.8075	.7968	.7852	.7740	.7624	.7498
46	.9283	.9230	.9170	.9113	.9048	.8981	.8911	.8839	.8764	.8685	.8598	.8507	.8417	.8320	.8218	.8113	.8006	.7896	.7777	.7661	.7540
47	.9313	.9259	.9204	.9143	.9084	.9016	.8946	.8874	.8799	.8720	.8638	.8547	.8452	.8360	.8258	.8153	.8046	.7936	.7822	.7700	.7579
48	.9343	.9290	.9235	.9178	.9114	.9053	.8983	.8910	.8835	.8756	.8675	.8590	.8494	.8396	.8300	.8195	.8088	.7977	.7864	.7746	.7619
49	.9369	.9322	.9267	.9210	.9152	.9084	.9021	.8948	.8872	.8794	.8712	.8627	.8538	.8440	.8338	.8239	.8131	.8020	.7906	.7789	.7668
50	.9396	.9349	.9300	.9243	.9184	.9123	.9054	.8987	.8911	.8832	.8751	.8666	.8578	.8485	.8383	.8278	.8176	.8065	.7951	.7833	.7712
51	.9425	.9377	.9328	.9278	.9219	.9157	.9094	.9021	.8952	.8873	.8791	.8706	.8618	.8526	.8430	.8325	.8221	.8111	.7997	.7879	.7757
52	.9453	.9406	.9357	.9306	.9254	.9193	.9129	.9062	.8987	.8915	.8832	.8748	.8659	.8567	.8472	.8379	.8265	.8154	.8045	.7927	.7805
53	.9483	.9437	.9388	.9336	.9284	.9229	.9166	.9098	.9030	.8951	.8876	.8790	.8701	.8610	.8515	.8417	.8315	.8204	.8089	.7976	.7854
54	.9508	.9467	.9418	.9367	.9315	.9259	.9202	.9136	.9067	.8995	.8913	.8835	.8746	.8655	.8559	.8461	.8360	.8255	.8140	.8021	.7905
55	.9533	.9492	.9450	.9399	.9346	.9291	.9234	.9175	.9105	.9033	.8958	.8874	.8792	.8700	.8606	.8508	.8406	.8302	.8193	.8074	.7951
56	.9559	.9518	.9476	.9432	.9379	.9324	.9266	.9207	.9145	.9073	.8998	.8920	.8832	.8748	.8653	.8555	.8454	.8349	.8242	.8129	.8006
57	.9586	.9544	.9502	.9458	.9412	.9357	.9300	.9240	.9178	.9114	.9040	.8961	.8881	.8790	.8702	.8605	.8503	.8399	.8291	.8179	.8062
58	.9607	.9572	.9529	.9486	.9439	.9392	.9335	.9276	.9213	.9149	.9082	.9005	.8923	.8840	.8746	.8656	.8555	.8450	.8342	.8230	.8113
59	.9628	.9593	.9558	.9513	.9468	.9420	.9370	.9311	.9249	.9184	.9118	.9048	.8968	.8885	.8798	.8701	.8608	.8503	.8395	.8283	.8167
60	.9649	.9615	.9579	.9542	.9496	.9449	.9399	.9348	.9287	.9222	.9155	.9086	.9014	.8931	.8845	.8755	.8655	.8559	.8450	.8338	.8222
61	.9672	.9637	.9602	.9565	.9526	.9478	.9430	.9378	.9324	.9261	.9194	.9125	.9054	.8979	.8894	.8804	.8711	.8608	.8508	.8396	.8279
62	.9696	.9661	.9625	.9588	.9550	.9510	.9460	.9410	.9356	.9301	.9235	.9166	.9095	.9021	.8944	.8856	.8762	.8666	.8559	.8455	.8340
63	.9713	.9685	.9649	.9613	.9574	.9535	.9483	.9442	.9390	.9334	.9277	.9210	.9139	.9065	.8988	.8907	.8816	.8720	.8620	.8509	.8400
64	.9730	.9704	.9675	.9638	.9600	.9560	.9519	.9476	.9424	.9370	.9313	.9254	.9184	.9111	.9034	.8954	.8870	.8775	.8676	.8573	.8459
65	.9749	.9722	.9695	.9665	.9627	.9588	.9547	.9504	.9461	.9406	.9351	.9292	.9231	.9159	.9082	.9003	.8919	.8832	.8734	.8632	.8526
66	.9762	.9742	.9714	.9686	.9656	.9616	.9576	.9535	.9490	.9446	.9390	.9332	.9271	.9207	.9132	.9053	.8970	.8884	.8795	.8694	.8588
67	.9782	.9756	.9735	.9707	.9677	.9647	.9607	.9565	.9522	.9477	.9430	.9373	.9313	.9250	.9183	.9105	.9023	.8938	.8849	.8758	.8653
68	.9796	.9777	.9750	.9728	.9700	.9670	.9638	.9597	.9555	.9511	.9464	.9415	.9355	.9293	.9227	.9159	.9078	.8994	.8907	.8815	.8720
69	.9811	.9792	.9772	.9745	.9724	.9694	.9663	.9630	.9588	.9545	.9499	.9451	.9400	.9338	.9273	.9205	.9134	.9051	.8965	.8875	.8781
70	.9826	.9808	.9789	.9769	.9741	.9719	.9689	.9657	.9623	.9579	.9534	.9486	.9437	.9384	.9320	.9254	.9184	.9111	.9026	.8937	.8843
71	.9843	.9824	.9805	.9786	.9765	.9737	.9714	.9682	.9650	.9615	.9570	.9523	.9474	.9423	.9359	.9292	.9234	.9162	.9078	.9000	.8908
72	.9857	.9840	.9822	.9802	.9782	.9761	.9731	.9707	.9675	.9642	.9605	.9559	.9511	.9461	.9408	.9353	.9285	.9215	.9140	.9063	.8972
73	.9872	.9854	.9837	.9817	.9798	.9777	.9756	.9725	.9700	.9667	.9633	.9596	.9549	.9499	.9448	.9393	.9336	.9266	.9194	.9118	.9038
74	.9880	.9869	.9852	.9833	.9814	.9793	.9772	.9751	.9719	.9695	.9661	.9625	.9587	.9539	.9488	.9435	.9378	.9320	.9249	.9175	.9096

Note: The applicable percentage of any age combination not shown on this table will be calculated, if requested by an employee electing a survivor option, based upon the same actuarial assumptions used herein.

THE TIMKEN COMPANY

PENSION PLAN

75% of Optional Payment to Beneficiary

Table of Percentages to be Applied Against That Portion of the Net Company Pension for Service on or After August 1, 1983 to Determine Amount of Optional Pension Payments Payable to Pensioner and Beneficiary

AGE OF BENEFICIARY	AGE OF RETIRED EMPLOYEE																				
	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
35	.8390	.8302	.8206	.8109	.8008	.7905	.7799	.7684	.7573	.7458	.7333	.7213	.7082	.6954	.6818	.6680	.6547	.6406	.6265	.6122	.5982
36	.8426	.8333	.8243	.8145	.8044	.7940	.7834	.7725	.7606	.7491	.7373	.7244	.7120	.6986	.6855	.6717	.6576	.6441	.6298	.6154	.6009
37	.8466	.8371	.8275	.8182	.8082	.7978	.7871	.7762	.7649	.7526	.7408	.7286	.7153	.7026	.6888	.6754	.6614	.6471	.6334	.6189	.6042
38	.8500	.8412	.8315	.8216	.8121	.8017	.7910	.7800	.7686	.7570	.7444	.7322	.7196	.7059	.6929	.6788	.6652	.6510	.6366	.6226	.6078
39	.8535	.8448	.8358	.8258	.8156	.8058	.7951	.7840	.7726	.7610	.7490	.7359	.7234	.7103	.6964	.6830	.6686	.6550	.6404	.6258	.6115
40	.8573	.8486	.8395	.8302	.8200	.8094	.7994	.7883	.7769	.7651	.7530	.7406	.7272	.7142	.7009	.6866	.6730	.6585	.6446	.6298	.6148
41	.8613	.8525	.8434	.8342	.8246	.8140	.8031	.7927	.7813	.7694	.7574	.7449	.7321	.7182	.7049	.6913	.6767	.6629	.6482	.6339	.6189
42	.8655	.8566	.8475	.8382	.8287	.8188	.8079	.7966	.7858	.7741	.7618	.7493	.7364	.7233	.7090	.6954	.6815	.6668	.6527	.6378	.6231
43	.8700	.8610	.8519	.8426	.8330	.8231	.8129	.8016	.7900	.7788	.7666	.7540	.7410	.7278	.7142	.6998	.6858	.6717	.6568	.6424	.6270
44	.8738	.8657	.8566	.8471	.8374	.8275	.8174	.8068	.7951	.7831	.7715	.7589	.7458	.7325	.7189	.7050	.6903	.6762	.6618	.6466	.6318
45	.8787	.8698	.8614	.8519	.8422	.8322	.8220	.8114	.8005	.7884	.7760	.7640	.7510	.7375	.7238	.7098	.6958	.6808	.6664	.6517	.6361
46	.8830	.8749	.8656	.8550	.8452	.8352	.8249	.8142	.8034	.7914	.7794	.7674	.7544	.7412	.7279	.7139	.7007	.6864	.6711	.6564	.6414
47	.8876	.8794	.8710	.8614	.8526	.8424	.8320	.8213	.8103	.7990	.7873	.7743	.7611	.7483	.7345	.7203	.7060	.6915	.6769	.6613	.6462
48	.8923	.8842	.8757	.8650	.8557	.8449	.8334	.8226	.8116	.8004	.7892	.7783	.7670	.7553	.7422	.7280	.7135	.6978	.6822	.6672	.6512
49	.8965	.8890	.8806	.8718	.8628	.8526	.8431	.8322	.8211	.8096	.7978	.7857	.7731	.7594	.7453	.7318	.7174	.7026	.6878	.6726	.6573
50	.9007	.8934	.8857	.8770	.8679	.8586	.8480	.8381	.8269	.8153	.8034	.7912	.7786	.7657	.7515	.7371	.7234	.7086	.6936	.6783	.6628
51	.9052	.8978	.8901	.8822	.8732	.8638	.8541	.8431	.8329	.8212	.8092	.7969	.7842	.7713	.7580	.7435	.7289	.7147	.6997	.6842	.6686
52	.9098	.9023	.8946	.8867	.8786	.8692	.8594	.8494	.8381	.8274	.8153	.8029	.7902	.7771	.7638	.7502	.7354	.7204	.7059	.6905	.6746
53	.9146	.9071	.8994	.8914	.8832	.8746	.8650	.8549	.8444	.8327	.8216	.8091	.7963	.7832	.7698	.7562	.7422	.7270	.7118	.6969	.6810
54	.9185	.9120	.9042	.8962	.8880	.8794	.8706	.8606	.8501	.8392	.8271	.8156	.8027	.7895	.7761	.7623	.7483	.7340	.7186	.7028	.6876
55	.9226	.9160	.9092	.9013	.8930	.8843	.8755	.8663	.8559	.8450	.8338	.8213	.8094	.7962	.7826	.7688	.7547	.7404	.7257	.7098	.6936
56	.9266	.9202	.9134	.9063	.8981	.8894	.8806	.8714	.8618	.8510	.8398	.8282	.8152	.8030	.7894	.7754	.7613	.7469	.7322	.7170	.7007
57	.9310	.9244	.9176	.9106	.9033	.8947	.8858	.8765	.8670	.8571	.8459	.8342	.8223	.8090	.7964	.7825	.7682	.7537	.7389	.7237	.7082
58	.9344	.9288	.9219	.9150	.9076	.9001	.8912	.8818	.8723	.8624	.8522	.8406	.8286	.8163	.8027	.7898	.7754	.7608	.7458	.7306	.7150
59	.9378	.9322	.9265	.9194	.9121	.9045	.8966	.8874	.8778	.8679	.8577	.8472	.8353	.8229	.8102	.7962	.7830	.7682	.7531	.7378	.7222
60	.9414	.9358	.9300	.9240	.9166	.9091	.9013	.8931	.8836	.8737	.8634	.8529	.8420	.8298	.8171	.8041	.7897	.7759	.7608	.7453	.7295
61	.9450	.9394	.9337	.9277	.9214	.9138	.9061	.8979	.8895	.8797	.8694	.8589	.8480	.8369	.8242	.8112	.7978	.7829	.7688	.7532	.7374
62	.9489	.9433	.9374	.9314	.9253	.9188	.9110	.9029	.8945	.8858	.8757	.8651	.8543	.8431	.8316	.8186	.8051	.7912	.7760	.7614	.7455
63	.9518	.9472	.9414	.9354	.9292	.9228	.9162	.9080	.8998	.8910	.8822	.8718	.8609	.8498	.8382	.8262	.8128	.7989	.7846	.7699	.7541
64	.9546	.9502	.9455	.9395	.9334	.9270	.9203	.9135	.9051	.8966	.8878	.8786	.8678	.8566	.8451	.8331	.8208	.8069	.7926	.7780	.7620
65	.9577	.9533	.9487	.9439	.9378	.9314	.9248	.9180	.9110	.9024	.8937	.8845	.8750	.8639	.8523	.8403	.8280	.8153	.8010	.7864	.7714
66	.9598	.9565	.9520	.9473	.9423	.9360	.9294	.9227	.9158	.9086	.8997	.8907	.8812	.8714	.8599	.8478	.8355	.8228	.8098	.7952	.7802
67	.9632	.9588	.9554	.9507	.9459	.9409	.9344	.9277	.9208	.9136	.9062	.8970	.8878	.8778	.8677	.8558	.8434	.8307	.8178	.8044	.7894
68	.9655	.9624	.9579	.9544	.9497	.9447	.9385	.9329	.9261	.9190	.9115	.9038	.8943	.8846	.8745	.8639	.8517	.8391	.8261	.8127	.7990
69	.9680	.9649	.9617	.9571	.9535	.9487	.9437	.9383	.9315	.9244	.9170	.9094	.9014	.8916	.8816	.8711	.8602	.8478	.8348	.8214	.8077
70	.9706	.9675	.9644	.9611	.9565	.9527	.9478	.9426	.9370	.9300	.9227	.9150	.9071	.8989	.8888	.8786	.8678	.8566	.8439	.8306	.8168
71	.9733	.9702	.9671	.9638	.9605	.9557	.9519	.9467	.9414	.9357	.9284	.9209	.9130	.9049	.8964	.8861	.8755	.8646	.8531	.8400	.8263
72	.9758	.9729	.9698	.9666	.9632	.9597	.9548	.9509	.9456	.9401	.9342	.9268	.9190	.9110	.9026	.8938	.8833	.8725	.8612	.8494	.8359
73	.9782	.9753	.9723	.9691	.9658	.9624	.9588	.9538	.9498	.9443	.9387	.9327	.9250	.9171	.9089	.9002	.8913	.8805	.8694	.8578	.8457
74	.9796	.9778	.9748	.9718	.9686	.9651	.9617	.9580	.9529	.9487	.9432	.9374	.9313	.9234	.9154	.9069	.8980	.8889	.8778	.8664	.8545

Note: The applicable percentage of any age combination not shown on this table will be calculated, if requested by an employee electing a survivor option, based upon the same actuarial assumptions used herein.

THE TIMKEN COMPANY
PENSION PLAN

100% of Optional Payment to Beneficiary

Table of Percentages to be Applied Against That Portion of the Net Company Pension for Service on or After August 1, 1983
to Determine Amount of Optional Pension Payments Payable to Pensioner and Beneficiary

AGE OF BENEFICIARY	AGE OF RETIRED EMPLOYEE																				
	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
35	.7861	.7753	.7636	.7516	.7394	.7270	.7144	.7007	.6877	.6743	.6599	.6462	.6314	.6172	.6020	.5868	.5724	.5572	.5421	.5271	.5124
36	.7908	.7792	.7681	.7561	.7437	.7312	.7186	.7056	.6916	.6783	.6645	.6498	.6358	.6206	.6061	.5908	.5755	.5610	.5457	.5305	.5152
37	.7957	.7839	.7720	.7606	.7484	.7357	.7230	.7099	.6966	.6824	.6686	.6546	.6394	.6251	.6097	.5950	.5795	.5642	.5495	.5341	.5187
38	.8000	.7890	.7770	.7648	.7532	.7405	.7276	.7145	.7011	.6875	.6728	.6587	.6443	.6289	.6143	.5986	.5838	.5683	.5528	.5379	.5224
39	.8045	.7935	.7823	.7699	.7574	.7455	.7326	.7193	.7058	.6920	.6781	.6630	.6485	.6338	.6182	.6033	.5876	.5726	.5570	.5413	.5263
40	.8092	.7982	.7869	.7744	.7628	.7499	.7377	.7243	.7107	.6969	.6828	.6684	.6530	.6382	.6232	.6073	.5923	.5764	.5614	.5456	.5297
41	.8142	.8031	.7918	.7803	.7685	.7555	.7423	.7297	.7160	.7020	.6878	.6733	.6586	.6428	.6277	.6125	.5964	.5813	.5653	.5501	.5340
42	.8195	.8083	.7969	.7853	.7735	.7613	.7480	.7345	.7215	.7074	.6931	.6784	.6636	.6485	.6325	.6171	.6017	.5855	.5702	.5541	.5385
43	.8252	.8139	.8024	.7906	.7787	.7666	.7541	.7404	.7265	.7131	.6987	.6839	.6688	.6536	.6382	.6219	.6065	.5909	.5746	.5591	.5427
44	.8302	.8199	.8082	.7963	.7844	.7720	.7595	.7467	.7326	.7182	.7045	.6896	.6745	.6591	.6435	.6279	.6114	.5957	.5800	.5635	.5477
45	.8364	.8250	.8144	.8024	.7902	.7778	.7652	.7523	.7391	.7245	.7097	.6956	.6804	.6648	.6491	.6333	.6175	.6008	.5850	.5691	.5523
46	.8420	.8315	.8197	.8088	.7965	.7840	.7712	.7582	.7449	.7312	.7163	.7011	.6855	.6710	.6551	.6391	.6230	.6070	.5903	.5742	.5580
47	.8479	.8373	.8265	.8144	.8031	.7905	.7776	.7644	.7510	.7373	.7232	.7078	.6922	.6773	.6613	.6451	.6290	.6128	.5966	.5795	.5632
48	.8541	.8435	.8326	.8214	.8090	.7974	.7843	.7709	.7574	.7436	.7294	.7149	.6991	.6831	.6678	.6516	.6352	.6189	.6025	.5860	.5686
49	.8594	.8498	.8389	.8276	.8161	.8033	.7913	.7779	.7641	.7501	.7358	.7213	.7063	.6902	.6738	.6582	.6418	.6252	.6086	.5919	.5751
50	.8649	.8553	.8455	.8343	.8226	.8107	.7975	.7851	.7712	.7570	.7425	.7278	.7129	.6975	.6810	.6644	.6486	.6319	.6150	.5981	.5811
51	.8708	.8611	.8511	.8409	.8293	.8173	.8051	.7914	.7787	.7643	.7496	.7347	.7196	.7042	.6886	.6717	.6549	.6388	.6218	.6048	.5875
52	.8769	.8671	.8570	.8467	.8352	.8242	.8118	.7991	.7850	.7719	.7571	.7419	.7266	.7111	.6954	.6794	.6623	.6452	.6289	.6116	.5941
53	.8831	.8734	.8632	.8528	.8422	.8313	.8189	.8061	.7930	.7784	.7648	.7495	.7340	.7183	.7024	.6864	.6702	.6529	.6354	.6188	.6011
54	.8883	.8797	.8696	.8591	.8484	.8374	.8261	.8133	.8001	.7866	.7715	.7574	.7418	.7259	.7098	.6937	.6773	.6608	.6432	.6254	.6084
55	.8938	.8850	.8761	.8656	.8548	.8437	.8323	.8207	.8074	.7938	.7798	.7644	.7498	.7338	.7175	.7012	.6847	.6681	.6512	.6332	.6151
56	.8992	.8905	.8815	.8723	.8615	.8502	.8388	.8270	.8150	.8013	.7872	.7728	.7569	.7420	.7257	.7091	.6925	.6756	.6586	.6414	.6230
57	.9050	.8961	.8872	.8779	.8683	.8571	.8455	.8337	.8214	.8090	.7949	.7804	.7657	.7493	.7342	.7175	.7005	.6835	.6664	.6490	.6314
58	.9095	.9021	.8929	.8836	.8739	.8641	.8525	.8405	.8282	.8156	.8028	.7884	.7734	.7583	.7417	.7261	.7090	.6918	.6745	.6569	.6392
59	.9142	.9067	.8989	.8894	.8799	.8699	.8597	.8477	.8354	.8227	.8097	.7964	.7816	.7663	.7509	.7340	.7180	.7005	.6829	.6651	.6472
60	.9189	.9113	.9036	.8957	.8858	.8760	.8656	.8551	.8428	.8300	.8169	.8037	.7901	.7748	.7593	.7434	.7260	.7097	.6918	.6738	.6557
61	.9239	.9164	.9085	.9006	.8923	.8821	.8719	.8613	.8503	.8377	.8246	.8111	.7975	.7836	.7680	.7520	.7357	.7179	.7012	.6830	.6646
62	.9291	.9215	.9136	.9056	.8973	.8887	.8784	.8678	.8568	.8456	.8326	.8191	.8054	.7914	.7771	.7611	.7446	.7279	.7097	.6926	.6740
63	.9330	.9268	.9190	.9109	.9026	.8940	.8853	.8745	.8637	.8524	.8409	.8275	.8138	.7997	.7853	.7705	.7540	.7371	.7200	.7015	.6841
64	.9369	.9310	.9246	.9164	.9081	.8996	.8908	.8818	.8707	.8597	.8481	.8362	.8225	.8084	.7939	.7790	.7638	.7468	.7296	.7122	.6932
65	.9411	.9351	.9289	.9223	.9140	.9055	.8966	.8876	.8784	.8671	.8558	.8439	.8317	.8176	.8029	.7879	.7725	.7570	.7397	.7221	.7043
66	.9441	.9395	.9333	.9269	.9202	.9117	.9029	.8939	.8847	.8752	.8637	.8519	.8397	.8270	.8125	.7974	.7819	.7663	.7504	.7327	.7147
67	.9487	.9426	.9380	.9316	.9251	.9182	.9096	.9006	.8914	.8819	.8721	.8602	.8480	.8354	.8223	.8072	.7918	.7760	.7600	.7437	.7257
68	.9519	.9475	.9414	.9366	.9301	.9235	.9164	.9075	.8983	.8889	.8791	.8690	.8566	.8441	.8310	.8175	.8021	.7864	.7702	.7539	.7357
69	.9553	.9510	.9465	.9403	.9354	.9289	.9221	.9148	.9057	.8961	.8864	.8762	.8658	.8530	.8401	.8267	.8129	.7972	.7810	.7646	.7478
70	.9589	.9546	.9503	.9458	.9394	.9343	.9276	.9206	.9131	.9037	.8939	.8838	.8734	.8626	.8495	.8362	.8224	.8084	.7923	.7759	.7589
71	.9626	.9584	.9540	.9496	.9449	.9384	.9332	.9262	.9190	.9113	.9016	.8915	.8811	.8704	.8593	.8459	.8324	.8184	.8039	.7875	.7705
72	.9660	.9620	.9577	.9533	.9487	.9439	.9372	.9318	.9246	.9171	.9093	.8993	.8890	.8784	.8674	.8560	.8423	.8285	.8141	.7993	.7825
73	.9695	.9653	.9612	.9568	.9522	.9476	.9426	.9357	.9303	.9229	.9153	.9073	.8973	.8871	.8765	.8643	.8527	.8388	.8246	.8098	.7946
74	.9713	.9689	.9646	.9605	.9560	.9513	.9465	.9415	.9346	.9289	.9214	.9136	.9054	.8949	.8841	.8730	.8615	.8496	.8352	.8207	.8056

Note: The applicable percentage of any age combination not shown on this table will be calculated, if requested by an employee electing a survivor option, based upon the same actuarial assumptions used herein.

**THE TIMKEN COMPANY
PENSION PLAN**

50% of Optional Payment to Beneficiary

Applicable to Employees Who Have Elected Benefits Pursuant to Article III Section C

Table of Percentages to be Applied Against That Portion of the Net Company Pension for Service Prior to August 1, 1983
to Determine Amount of Optional Pension Payments Payable to Pensioner and Beneficiary

AGE OF BENEFICIARY		AGE OF RETIRED EMPLOYEE																				
		M: 50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
M	E	F: 55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75
45	50	.9115	.9047	.8976	.8893	.8808	.8720	.8618	.8522	.8413	.8299	.8180	.8056	.7928	.7795	.7648	.7496	.7349	.7189	.7024	.6854	.6679
46	51	.9155	.9086	.9016	.8942	.8856	.8768	.8675	.8569	.8469	.8355	.8236	.8113	.7983	.7850	.7713	.7561	.7405	.7254	.7089	.6918	.6741
47	52	.9196	.9128	.9056	.8983	.8906	.8816	.8725	.8628	.8518	.8413	.8294	.8171	.8042	.7908	.7770	.7628	.7472	.7311	.7155	.6984	.6807
48	53	.9239	.9170	.9099	.9025	.8949	.8869	.8775	.8679	.8579	.8464	.8354	.8231	.8102	.7969	.7830	.7687	.7541	.7380	.7214	.7053	.6875
49	54	.9274	.9215	.9143	.9069	.8991	.8912	.8829	.8731	.8631	.8527	.8407	.8292	.8164	.8031	.7893	.7749	.7603	.7452	.7286	.7114	.6946
50	55	.9311	.9251	.9183	.9114	.9037	.8956	.8873	.8787	.8685	.8581	.8472	.8347	.8228	.8095	.7958	.7815	.7667	.7515	.7360	.7187	.7009
51	56	.9348	.9288	.9225	.9161	.9083	.9003	.8919	.8833	.8742	.8636	.8528	.8414	.8285	.8161	.8024	.7882	.7735	.7582	.7425	.7263	.7085
52	57	.9387	.9326	.9264	.9199	.9131	.9050	.8967	.8879	.8789	.8695	.8584	.8472	.8354	.8220	.8093	.7951	.7804	.7652	.7494	.7331	.7164
53	58	.9416	.9366	.9303	.9238	.9170	.9100	.9016	.8929	.8838	.8744	.8646	.8531	.8414	.8292	.8154	.8022	.7876	.7724	.7566	.7402	.7233
54	59	.9447	.9396	.9344	.9278	.9211	.9140	.9067	.8979	.8890	.8794	.8697	.8595	.8476	.8355	.8229	.8088	.7949	.7798	.7641	.7477	.7307
55	60	.9478	.9428	.9375	.9320	.9252	.9182	.9109	.9033	.8941	.8848	.8749	.8648	.8542	.8419	.8295	.8164	.8016	.7874	.7717	.7555	.7386
56	61	.9512	.9460	.9408	.9352	.9296	.9225	.9152	.9076	.8997	.8902	.8806	.8703	.8599	.8489	.8362	.8233	.8097	.7944	.7797	.7635	.7466
57	62	.9546	.9495	.9441	.9387	.9329	.9270	.9197	.9121	.9042	.8960	.8862	.8763	.8657	.8549	.8435	.8303	.8169	.8028	.7869	.7717	.7550
58	63	.9569	.9530	.9477	.9421	.9365	.9305	.9244	.9168	.9090	.9008	.8924	.8822	.8720	.8610	.8498	.8379	.8242	.8103	.7957	.7794	.7636
59	64	.9596	.9555	.9514	.9459	.9401	.9344	.9281	.9218	.9140	.9059	.8975	.8887	.8783	.8676	.8562	.8445	.8322	.8179	.8036	.7886	.7717
60	65	.9624	.9583	.9540	.9498	.9441	.9382	.9322	.9258	.9193	.9112	.9029	.8942	.8851	.8743	.8632	.8512	.8391	.8264	.8117	.7969	.7814
61	66	.9641	.9612	.9570	.9526	.9483	.9424	.9363	.9302	.9236	.9169	.9096	.9000	.8909	.8815	.8701	.8586	.8462	.8337	.8206	.8054	.7902
62	67	.9670	.9631	.9601	.9558	.9513	.9468	.9409	.9346	.9283	.9215	.9146	.9059	.8970	.8875	.8777	.8659	.8540	.8413	.8284	.8148	.7991
63	68	.9692	.9663	.9622	.9592	.9548	.9501	.9456	.9395	.9330	.9265	.9194	.9122	.9032	.8939	.8841	.8739	.8618	.8495	.8364	.8231	.8090
64	69	.9714	.9686	.9656	.9615	.9584	.9539	.9491	.9444	.9381	.9314	.9246	.9173	.9098	.9005	.8908	.8806	.8701	.8577	.8451	.8315	.8178
65	70	.9737	.9710	.9681	.9650	.9608	.9576	.9530	.9480	.9432	.9366	.9297	.9227	.9150	.9073	.8977	.8877	.8773	.8665	.8536	.8406	.8266
66	71	.9760	.9734	.9706	.9676	.9644	.9601	.9568	.9520	.9468	.9418	.9351	.9279	.9207	.9128	.9048	.8949	.8847	.8739	.8628	.8495	.8361
67	72	.9783	.9756	.9729	.9700	.9669	.9637	.9592	.9558	.9509	.9455	.9403	.9334	.9260	.9186	.9104	.9022	.8920	.8815	.8704	.8589	.8452
68	73	.9806	.9778	.9751	.9723	.9693	.9662	.9628	.9582	.9547	.9496	.9441	.9388	.9317	.9241	.9165	.9080	.8996	.8891	.8783	.8669	.8550
69	74	.9817	.9802	.9773	.9745	.9717	.9687	.9654	.9620	.9573	.9537	.9485	.9428	.9374	.9301	.9223	.9144	.9058	.8971	.8863	.8752	.8634
70	75	.9829	.9815	.9799	.9770	.9741	.9712	.9682	.9649	.9613	.9566	.9529	.9476	.9417	.9362	.9287	.9206	.9126	.9036	.8947	.8837	.8723
71	76	.9853	.9828	.9813	.9797	.9768	.9739	.9710	.9678	.9645	.9608	.9560	.9522	.9468	.9408	.9351	.9274	.9191	.9109	.9017	.8926	.8813
72	77	.9866	.9853	.9827	.9812	.9796	.9766	.9737	.9707	.9676	.9641	.9604	.9554	.9516	.9460	.9398	.9340	.9261	.9177	.9093	.9000	.8907
73	78	.9878	.9866	.9852	.9827	.9811	.9795	.9765	.9734	.9705	.9672	.9637	.9599	.9549	.9509	.9452	.9389	.9330	.9250	.9164	.9080	.8985
74	79	.9890	.9878	.9865	.9852	.9826	.9810	.9794	.9763	.9732	.9702	.9669	.9634	.9595	.9544	.9503	.9446	.9381	.9322	.9242	.9154	.9069
75	80	.9904	.9890	.9878	.9865	.9851	.9826	.9810	.9793	.9762	.9731	.9701	.9668	.9631	.9592	.9541	.9500	.9442	.9377	.9317	.9237	.9149

Note: The applicable percentage of any age combination not shown on this table will be calculated, if requested by an employee electing a survivor option, based upon the same actuarial assumptions used herein.

THE TIMKEN COMPANY
PENSION PLAN

50% of Optional Payment to Beneficiary

Applicable to Employees Who Have Elected Benefits Pursuant to Article III Section C

Table of Percentages to be Applied Against That Portion of the Net Company Pension for Service on or After August 1, 1983
to Determine Amount of Optional Pension Payments Payable to Pensioner and Beneficiary

AGE OF BENEFICIARY	AGE OF RETIRED EMPLOYEE																				
	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
35	.8561	.8477	.8385	.8289	.8189	.8087	.7981	.7863	.7749	.7630	.7499	.7372	.7231	.7093	.6944	.6789	.6639	.6478	.6314	.6146	.5979
36	.8597	.8507	.8420	.8325	.8225	.8122	.8016	.7906	.7784	.7666	.7542	.7406	.7273	.7127	.6985	.6830	.6672	.6518	.6353	.6184	.6011
37	.8634	.8544	.8451	.8362	.8263	.8160	.8053	.7943	.7828	.7702	.7578	.7450	.7308	.7171	.7020	.6873	.6714	.6552	.6395	.6225	.6051
38	.8667	.8583	.8490	.8394	.8301	.8199	.8092	.7981	.7867	.7748	.7616	.7488	.7354	.7207	.7065	.6910	.6758	.6596	.6430	.6268	.6093
39	.8700	.8617	.8531	.8435	.8336	.8239	.8133	.8022	.7907	.7788	.7664	.7528	.7394	.7255	.7103	.6956	.6797	.6642	.6476	.6308	.6137
40	.8736	.8653	.8567	.8478	.8378	.8275	.8175	.8065	.7950	.7830	.7706	.7577	.7435	.7297	.7153	.6996	.6845	.6682	.6523	.6352	.6176
41	.8773	.8690	.8604	.8516	.8423	.8320	.8213	.8109	.7995	.7875	.7750	.7621	.7487	.7340	.7196	.7047	.6887	.6732	.6565	.6401	.6224
42	.8813	.8729	.8643	.8555	.8463	.8367	.8260	.8149	.8041	.7921	.7797	.7667	.7533	.7393	.7241	.7093	.6940	.6776	.6617	.6444	.6275
43	.8854	.8771	.8685	.8596	.8504	.8408	.8309	.8198	.8082	.7970	.7845	.7716	.7581	.7441	.7297	.7140	.6988	.6831	.6662	.6498	.6320
44	.8890	.8815	.8728	.8639	.8547	.8451	.8352	.8249	.8133	.8013	.7896	.7766	.7631	.7491	.7347	.7198	.7037	.6880	.6719	.6546	.6376
45	.8935	.8852	.8774	.8685	.8592	.8497	.8398	.8295	.8187	.8066	.7941	.7819	.7684	.7544	.7399	.7250	.7097	.6932	.6771	.6605	.6425
46	.8975	.8900	.8814	.8733	.8640	.8544	.8445	.8342	.8234	.8122	.7997	.7867	.7739	.7600	.7454	.7304	.7151	.6994	.6824	.6658	.6486
47	.9018	.8942	.8863	.8775	.8691	.8594	.8495	.8391	.8284	.8172	.8055	.7924	.7789	.7657	.7512	.7362	.7208	.7051	.6889	.6714	.6542
48	.9061	.8986	.8907	.8826	.8734	.8647	.8547	.8443	.8335	.8223	.8107	.7985	.7849	.7709	.7572	.7422	.7268	.7110	.6948	.6780	.6599
49	.9098	.9031	.8953	.8872	.8788	.8692	.8601	.8497	.8389	.8277	.8160	.8039	.7912	.7771	.7626	.7484	.7330	.7172	.7009	.6841	.6668
50	.9137	.9070	.9000	.8919	.8835	.8747	.8648	.8553	.8445	.8332	.8215	.8094	.7968	.7836	.7690	.7540	.7394	.7236	.7073	.6904	.6731
51	.9178	.9110	.9040	.8968	.8884	.8796	.8705	.8601	.8503	.8390	.8273	.8151	.8025	.7894	.7757	.7607	.7453	.7302	.7139	.6970	.6796
52	.9219	.9152	.9082	.9009	.8934	.8847	.8755	.8660	.8553	.8450	.8332	.8211	.8084	.7953	.7817	.7676	.7521	.7363	.7207	.7039	.6864
53	.9262	.9195	.9125	.9052	.8977	.8898	.8808	.8712	.8614	.8501	.8394	.8272	.8145	.8014	.7878	.7738	.7593	.7434	.7270	.7109	.6934
54	.9297	.9238	.9169	.9096	.9021	.8942	.8860	.8766	.8667	.8564	.8447	.8336	.8209	.8078	.7942	.7802	.7657	.7507	.7343	.7173	.7007
55	.9333	.9275	.9214	.9142	.9066	.8987	.8906	.8821	.8722	.8619	.8512	.8391	.8275	.8143	.8008	.7868	.7723	.7574	.7419	.7249	.7073
56	.9370	.9312	.9251	.9188	.9113	.9034	.8952	.8867	.8778	.8676	.8569	.8457	.8332	.8211	.8076	.7936	.7791	.7642	.7488	.7327	.7151
57	.9408	.9349	.9289	.9226	.9160	.9082	.9000	.8915	.8826	.8734	.8628	.8516	.8401	.8271	.8146	.8007	.7862	.7713	.7558	.7398	.7232
58	.9438	.9389	.9327	.9265	.9199	.9131	.9050	.8965	.8876	.8784	.8688	.8578	.8462	.8343	.8208	.8080	.7935	.7786	.7631	.7471	.7305
59	.9468	.9419	.9368	.9304	.9240	.9171	.9100	.9016	.8927	.8835	.8740	.8640	.8526	.8407	.8283	.8145	.8011	.7862	.7707	.7547	.7381
60	.9499	.9450	.9399	.9346	.9280	.9213	.9142	.9068	.8981	.8889	.8793	.8694	.8591	.8473	.8350	.8222	.8079	.7941	.7786	.7626	.7460
61	.9531	.9482	.9431	.9378	.9323	.9255	.9185	.9111	.9035	.8944	.8849	.8750	.8648	.8541	.8420	.8292	.8159	.8011	.7868	.7708	.7542
62	.9565	.9516	.9465	.9412	.9357	.9300	.9229	.9157	.9080	.9001	.8907	.8809	.8707	.8602	.8491	.8365	.8232	.8095	.7941	.7793	.7628
63	.9590	.9550	.9499	.9447	.9392	.9335	.9276	.9203	.9128	.9049	.8967	.8871	.8770	.8664	.8554	.8439	.8308	.8171	.8029	.7870	.7717
64	.9615	.9577	.9536	.9483	.9429	.9372	.9313	.9252	.9177	.9100	.9019	.8934	.8835	.8730	.8620	.8506	.8386	.8250	.8109	.7962	.7798
65	.9641	.9603	.9564	.9521	.9467	.9411	.9353	.9292	.9230	.9152	.9073	.8989	.8901	.8798	.8689	.8575	.8456	.8332	.8192	.8046	.7894
66	.9660	.9631	.9592	.9551	.9508	.9452	.9394	.9335	.9272	.9208	.9128	.9046	.8959	.8867	.8760	.8647	.8528	.8406	.8279	.8134	.7983
67	.9689	.9661	.9621	.9581	.9539	.9495	.9438	.9379	.9317	.9253	.9186	.9104	.9018	.8928	.8833	.8721	.8604	.8483	.8356	.8225	.8076
68	.9709	.9681	.9643	.9612	.9571	.9529	.9483	.9425	.9364	.9301	.9234	.9165	.9097	.8990	.8896	.8798	.8683	.8563	.8438	.8307	.8171
69	.9730	.9703	.9675	.9636	.9605	.9563	.9519	.9472	.9412	.9350	.9284	.9215	.9143	.9054	.8962	.8865	.8763	.8645	.8522	.8393	.8258
70	.9752	.9726	.9699	.9670	.9630	.9598	.9555	.9510	.9461	.9399	.9334	.9266	.9195	.9120	.9028	.8934	.8834	.8730	.8609	.8481	.8348
71	.9775	.9749	.9722	.9694	.9665	.9624	.9591	.9546	.9500	.9450	.9385	.9318	.9248	.9175	.9098	.9003	.8906	.8803	.8696	.8571	.8440
72	.9796	.9771	.9745	.9717	.9688	.9658	.9616	.9582	.9536	.9488	.9436	.9370	.9302	.9230	.9154	.9075	.8978	.8878	.8772	.8662	.8532
73	.9817	.9792	.9767	.9739	.9711	.9682	.9651	.9607	.9572	.9525	.9476	.9423	.9355	.9285	.9211	.9133	.9051	.8952	.8849	.8740	.8626
74	.9828	.9813	.9788	.9762	.9734	.9705	.9675	.9644	.9599	.9564	.9515	.9465	.9411	.9341	.9269	.9193	.9112	.9029	.8927	.8821	.8709

Note: The applicable percentage of any age combination not shown on this table will be calculated, if requested by an employee electing a survivor option, based upon the same actuarial assumptions used herein.

THE TIMKEN COMPANY
PENSION PLAN

50% of Optional Payment to Spouse (with pop-up)
Table of Percentages to be Applied Against That Portion of the Net Company Pension for Service Prior to August 1, 1983
to Determine Amount of Optional Pension Payments Payable to Pensioner and Spouse

AGE OF SPOUSE		AGE OF RETIRED EMPLOYEE																										
		M	F	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74
E	F	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	
45	50		0.9318	0.9269	0.9220	0.9159	0.9099	0.9037	0.8963	0.8895	0.8818	0.8737	0.8653	0.8566	0.8478	0.8388	0.8283	0.8177	0.8079	0.7968	0.7853	0.7735	0.7616	0.7494	0.7356	0.7231	0.7104	0.6961
46	51		0.9343	0.9293	0.9243	0.9191	0.9129	0.9066	0.9000	0.8923	0.8853	0.8772	0.8688	0.8601	0.8510	0.8418	0.8326	0.8218	0.8109	0.8009	0.7893	0.7775	0.7652	0.7530	0.7406	0.7265	0.7138	0.7009
47	52		0.9369	0.9319	0.9267	0.9215	0.9161	0.9096	0.9031	0.8962	0.8881	0.8809	0.8723	0.8636	0.8545	0.8452	0.8357	0.8252	0.8151	0.8039	0.7935	0.7815	0.7693	0.7567	0.7442	0.7316	0.7173	0.7043
48	53		0.9397	0.9346	0.9294	0.9240	0.9185	0.9129	0.9061	0.8993	0.8921	0.8837	0.8761	0.8673	0.8582	0.8488	0.8391	0.8294	0.8197	0.8083	0.7966	0.7859	0.7735	0.7609	0.7481	0.7353	0.7225	0.7078
49	54		0.9418	0.9375	0.9321	0.9267	0.9210	0.9154	0.9095	0.9024	0.8953	0.8878	0.8790	0.8711	0.8620	0.8526	0.8429	0.8330	0.8230	0.8129	0.8011	0.7890	0.7779	0.7652	0.7523	0.7393	0.7262	0.7131
50	55		0.9441	0.9396	0.9351	0.9295	0.9238	0.9180	0.9120	0.9059	0.8994	0.8910	0.8832	0.8741	0.8659	0.8564	0.8468	0.8368	0.8267	0.8163	0.8058	0.7936	0.7811	0.7698	0.7568	0.7437	0.7303	0.7170
51	56		0.9464	0.9419	0.9372	0.9325	0.9267	0.9208	0.9147	0.9084	0.9021	0.8942	0.8865	0.8785	0.8690	0.8605	0.8508	0.8409	0.8307	0.8201	0.8094	0.7985	0.7859	0.7731	0.7614	0.7482	0.7348	0.7211
52	57		0.9489	0.9443	0.9396	0.9347	0.9288	0.9227	0.9175	0.9111	0.9047	0.8979	0.8908	0.8818	0.8735	0.8637	0.8530	0.8426	0.8318	0.8208	0.8094	0.7985	0.7859	0.7731	0.7614	0.7482	0.7348	0.7211
53	58		0.9506	0.9469	0.9420	0.9371	0.9310	0.9269	0.9205	0.9140	0.9073	0.9006	0.8937	0.8853	0.8769	0.8684	0.8583	0.8494	0.8391	0.8284	0.8174	0.8060	0.7946	0.7831	0.7699	0.7565	0.7444	0.7306
54	59		0.9525	0.9486	0.9446	0.9395	0.9344	0.9291	0.9238	0.9171	0.9104	0.9034	0.8964	0.8892	0.8805	0.8720	0.8632	0.8528	0.8432	0.8328	0.8217	0.8103	0.7986	0.7869	0.7752	0.7617	0.7480	0.7356
55	60		0.9544	0.9505	0.9463	0.9423	0.9369	0.9315	0.9260	0.9204	0.9135	0.9066	0.8993	0.8921	0.8846	0.8757	0.8669	0.8578	0.8471	0.8374	0.8263	0.8149	0.8031	0.7911	0.7791	0.7672	0.7533	0.7394
56	61		0.9566	0.9524	0.9483	0.9439	0.9397	0.9341	0.9285	0.9228	0.9170	0.9097	0.9026	0.8950	0.8877	0.8800	0.8708	0.8617	0.8522	0.8410	0.8310	0.8195	0.8078	0.7958	0.7835	0.7712	0.7589	0.7449
57	62		0.9589	0.9546	0.9503	0.9460	0.9415	0.9370	0.9312	0.9254	0.9194	0.9133	0.9059	0.8985	0.8907	0.8832	0.8753	0.8657	0.8562	0.8464	0.8347	0.8244	0.8127	0.8006	0.7883	0.7757	0.7631	0.7507
58	63		0.9602	0.9570	0.9526	0.9481	0.9436	0.9388	0.9342	0.9282	0.9222	0.9159	0.9097	0.9020	0.8944	0.8865	0.8786	0.8704	0.8604	0.8506	0.8404	0.8294	0.8178	0.8058	0.7934	0.7808	0.7679	0.7550
59	64		0.9619	0.9584	0.9551	0.9505	0.9458	0.9411	0.9362	0.9313	0.9251	0.9189	0.9125	0.9061	0.8984	0.8903	0.8820	0.8738	0.8653	0.8548	0.8447	0.8343	0.8220	0.8111	0.7988	0.7861	0.7732	0.7600
60	65		0.9637	0.9602	0.9565	0.9531	0.9483	0.9434	0.9385	0.9334	0.9285	0.9221	0.9157	0.9091	0.9025	0.8942	0.8860	0.8774	0.8688	0.8599	0.8492	0.8389	0.8282	0.8155	0.8043	0.7917	0.7787	0.7656
61	66		0.9644	0.9621	0.9584	0.9546	0.9511	0.9462	0.9410	0.9361	0.9308	0.9257	0.9192	0.9125	0.9056	0.8988	0.8901	0.8816	0.8726	0.8638	0.8547	0.8436	0.8330	0.8220	0.8090	0.7975	0.7845	0.7715
62	67		0.9665	0.9629	0.9605	0.9567	0.9528	0.9492	0.9441	0.9388	0.9337	0.9273	0.9230	0.9161	0.9092	0.9021	0.8949	0.8859	0.8771	0.8678	0.8587	0.8494	0.8380	0.8271	0.8150	0.8025	0.7906	0.7776
63	68		0.9678	0.9652	0.9615	0.9590	0.9551	0.9511	0.9473	0.9420	0.9366	0.9313	0.9257	0.9201	0.9130	0.9058	0.8983	0.8909	0.8816	0.8726	0.8630	0.8537	0.8440	0.8323	0.8212	0.8095	0.7960	0.7840
64	69		0.9693	0.9667	0.9640	0.9601	0.9576	0.9536	0.9494	0.9455	0.9400	0.9343	0.9288	0.9229	0.9172	0.9097	0.9022	0.8945	0.8869	0.8774	0.8681	0.8582	0.8486	0.8387	0.8266	0.8152	0.8034	0.7897
65	70		0.9709	0.9683	0.9656	0.9620	0.9588	0.9562	0.9520	0.9476	0.9436	0.9378	0.9319	0.9262	0.9200	0.9141	0.9063	0.8986	0.8897	0.8829	0.8730	0.8635	0.8533	0.8435	0.8333	0.8209	0.8094	0.7975
66	71		0.9726	0.9700	0.9672	0.9644	0.9616	0.9574	0.9546	0.9503	0.9457	0.9415	0.9355	0.9293	0.9234	0.9171	0.9110	0.9030	0.8951	0.8869	0.8788	0.8686	0.8588	0.8483	0.8382	0.8279	0.8153	0.8037
67	72		0.9744	0.9716	0.9689	0.9661	0.9631	0.9601	0.9557	0.9528	0.9483	0.9435	0.9392	0.9330	0.9266	0.9206	0.9139	0.9077	0.8995	0.8913	0.8829	0.8746	0.8641	0.8541	0.8433	0.8331	0.8226	0.8099
68	73		0.9764	0.9733	0.9704	0.9675	0.9646	0.9616	0.9584	0.9559	0.9509	0.9462	0.9412	0.9368	0.9304	0.9238	0.9176	0.9108	0.9043	0.8958	0.8874	0.8788	0.8702	0.8594	0.8493	0.8383	0.8281	0.8176
69	74		0.9769	0.9754	0.9721	0.9691	0.9662	0.9631	0.9600	0.9567	0.9521	0.9490	0.9441	0.9390	0.9344	0.9279	0.9210	0.9147	0.9076	0.9010	0.8922	0.8836	0.8747	0.8660	0.8550	0.8447	0.8337	0.8235
70	75		0.9775	0.9760	0.9744	0.9711	0.9679	0.9649	0.9618	0.9585	0.9551	0.9504	0.9472	0.9422	0.9369	0.9322	0.9255	0.9184	0.9118	0.9045	0.8977	0.8887	0.8800	0.8709	0.8620	0.8510	0.8408	0.8297
71	76		0.9800	0.9768	0.9752	0.9735	0.9705	0.9669	0.9638	0.9606	0.9572	0.9537	0.9488	0.9445	0.9394	0.9348	0.9301	0.9231	0.9158	0.9090	0.9015	0.8946	0.8855	0.8766	0.8675	0.8586	0.8475	0.8374
72	77		0.9809	0.9794	0.9761	0.9745	0.9728	0.9692	0.9658	0.9627	0.9594	0.9559	0.9513	0.9472	0.9439	0.9385	0.9328	0.9279	0.9207	0.9132	0.9063	0.8987	0.8917	0.8825	0.8736	0.8645	0.8556	0.8446
73	78		0.9819	0.9803	0.9787	0.9754	0.9737	0.9719	0.9682	0.9648	0.9615	0.9581	0.9545	0.9507	0.9459	0.9421	0.9367	0.9307	0.9257	0.9185	0.9108	0.9040	0.8962	0.8892	0.8800	0.8711	0.8620	0.8531
74	79		0.9829	0.9813	0.9797	0.9781	0.9747	0.9728	0.9710	0.9672	0.9636	0.9603	0.9568	0.9531	0.9482	0.9439	0.9404	0.9348	0.9288	0.9238	0.9165	0.9087	0.9019	0.8941	0.8872	0.8780	0.8691	0.8600
75	80		0.9843	0.9823	0.9807	0.9791	0.9774	0.9739	0.9720	0.9702	0.9663	0.9626	0.9592	0.9556	0.9518	0.9479	0.9425	0.9390	0.9334	0.9272	0.9223	0.9150	0.9072	0.9004	0.8926	0.8857	0.8765	0.8677
76	81		0.9859	0.9839	0.9818	0.9802	0.9786	0.9768	0.9733	0.9714	0.9675	0.9635	0.9601	0.9565	0.9528	0.9489	0.9435	0.9390	0.9341	0.9281	0.9224	0.9151	0.9074	0.9006	0.8928	0.8859	0.8767	0.8679
77	82		0.9857	0.9857	0.9836	0.9815	0.9799	0.9782	0.9765	0.9729	0.9710	0.9691	0.9650	0.9612	0.9579	0.9543	0.9504	0.9464	0.9410	0.9376	0.9319	0.9257	0.9208	0.9136	0.9058	0.8991	0.8913	0.8845
78	83		0.9875	0.9855	0.9855	0.9835	0.9813	0.9797	0.9780	0.9763	0.9727	0.9708	0.9689	0.9648	0.9610	0.9577	0.9541	0.9503	0.9462	0.9409	0.9374	0.9318	0.9255	0.9208	0.9136	0.9058	0.8992	0.8914

Note: The applicable percentage of any age combination not shown on this table will be calculated, if requested by an employee electing a survivor option, based upon the same actuarial assumptions used herein.

THE TIMKEN COMPANY
PENSION PLAN

50% of Optional Payment to Spouse (with pop-up)
Table of Percentages to be Applied Against That Portion of the Net Company Pension for Service on or After August 1, 1983
to Determine Amount of Optional Pension Payments Payable to Retiree and Spouse

AGE OF
SPOUSE

AGE OF RETIRED EMPLOYEE

	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75
45	0.9201	0.9141	0.9087	0.9024	0.8958	0.8891	0.8821	0.8750	0.8676	0.8590	0.8501	0.8419	0.8324	0.8226	0.8126	0.8023	0.7918	0.7801	0.7691	0.7578	0.7450	0.7333	0.7201	0.7080	0.6945	0.6808
46	0.9226	0.9173	0.9110	0.9054	0.8988	0.8920	0.8850	0.8779	0.8704	0.8627	0.8537	0.8445	0.8359	0.8261	0.8160	0.8056	0.7951	0.7843	0.7722	0.7610	0.7493	0.7362	0.7242	0.7108	0.6984	0.6846
47	0.9252	0.9199	0.9143	0.9079	0.9021	0.8952	0.8881	0.8808	0.8733	0.8656	0.8575	0.8482	0.8387	0.8297	0.8196	0.8092	0.7985	0.7878	0.7767	0.7642	0.7525	0.7405	0.7271	0.7150	0.7012	0.6886
48	0.9280	0.9227	0.9171	0.9113	0.9046	0.8986	0.8914	0.8840	0.8765	0.8686	0.8606	0.8521	0.8425	0.8326	0.8223	0.8129	0.8023	0.7913	0.7802	0.7687	0.7558	0.7439	0.7316	0.7180	0.7056	0.6916
49	0.9303	0.9255	0.9199	0.9141	0.9081	0.9012	0.8949	0.8874	0.8797	0.8718	0.8636	0.8552	0.8465	0.8368	0.8263	0.8167	0.8061	0.7951	0.7839	0.7724	0.7605	0.7473	0.7351	0.7226	0.7087	0.6961
50	0.9327	0.9278	0.9229	0.9171	0.9110	0.9048	0.8976	0.8910	0.8832	0.8752	0.8669	0.8585	0.8497	0.8407	0.8303	0.8198	0.8101	0.7991	0.7878	0.7761	0.7642	0.7521	0.7386	0.7262	0.7134	0.6992
51	0.9352	0.9303	0.9252	0.9201	0.9141	0.9078	0.9013	0.8937	0.8869	0.8788	0.8704	0.8618	0.8530	0.8440	0.8347	0.8240	0.8132	0.8032	0.7919	0.7801	0.7681	0.7559	0.7435	0.7297	0.7170	0.7040
52	0.9378	0.9329	0.9278	0.9226	0.9173	0.9110	0.9044	0.8976	0.8898	0.8825	0.8741	0.8655	0.8565	0.8474	0.8381	0.8284	0.8176	0.8065	0.7960	0.7843	0.7722	0.7599	0.7474	0.7348	0.7207	0.7078
53	0.9406	0.9357	0.9304	0.9252	0.9197	0.9142	0.9076	0.9007	0.8934	0.8854	0.8780	0.8692	0.8602	0.8510	0.8415	0.8320	0.8221	0.8109	0.7994	0.7886	0.7766	0.7641	0.7515	0.7388	0.7259	0.7115
54	0.9427	0.9385	0.9333	0.9278	0.9224	0.9167	0.9109	0.9040	0.8968	0.8895	0.8809	0.8732	0.8641	0.8548	0.8452	0.8356	0.8258	0.8156	0.8039	0.7920	0.7809	0.7685	0.7558	0.7430	0.7299	0.7168
55	0.9450	0.9406	0.9362	0.9308	0.9251	0.9194	0.9134	0.9074	0.9002	0.8927	0.8851	0.8762	0.8681	0.8587	0.8492	0.8394	0.8295	0.8193	0.8088	0.7967	0.7844	0.7730	0.7603	0.7474	0.7342	0.7209
56	0.9473	0.9429	0.9383	0.9337	0.9280	0.9222	0.9161	0.9099	0.9036	0.8962	0.8884	0.8804	0.8712	0.8629	0.8533	0.8434	0.8333	0.8231	0.8125	0.8016	0.7892	0.7766	0.7649	0.7520	0.7388	0.7253
57	0.9498	0.9452	0.9406	0.9359	0.9311	0.9251	0.9189	0.9127	0.9063	0.8987	0.8919	0.8839	0.8756	0.8661	0.8577	0.8477	0.8375	0.8271	0.8164	0.8055	0.7943	0.7815	0.7687	0.7568	0.7435	0.7299
58	0.9515	0.9478	0.9430	0.9383	0.9333	0.9282	0.9220	0.9156	0.9091	0.9024	0.8955	0.8874	0.8791	0.8706	0.8609	0.8522	0.8419	0.8313	0.8205	0.8095	0.7983	0.7867	0.7737	0.7605	0.7484	0.7348
59	0.9533	0.9495	0.9456	0.9406	0.9357	0.9304	0.9252	0.9187	0.9121	0.9052	0.8983	0.8912	0.8829	0.8744	0.8656	0.8556	0.8465	0.8359	0.8249	0.8137	0.8023	0.7908	0.7790	0.7657	0.7522	0.7398
60	0.9553	0.9514	0.9474	0.9433	0.9381	0.9329	0.9275	0.9220	0.9153	0.9083	0.9012	0.8941	0.8868	0.8783	0.8695	0.8604	0.8500	0.8406	0.8295	0.8182	0.8067	0.7951	0.7833	0.7712	0.7576	0.7438
61	0.9574	0.9534	0.9493	0.9451	0.9409	0.9354	0.9300	0.9243	0.9186	0.9117	0.9045	0.8972	0.8898	0.8823	0.8735	0.8644	0.8550	0.8443	0.8345	0.8230	0.8114	0.7997	0.7877	0.7757	0.7633	0.7494
62	0.9597	0.9556	0.9513	0.9470	0.9427	0.9383	0.9326	0.9270	0.9211	0.9152	0.9080	0.9006	0.8931	0.8855	0.8778	0.8686	0.8592	0.8494	0.8382	0.8282	0.8164	0.8045	0.7925	0.7802	0.7679	0.7553
63	0.9612	0.9579	0.9535	0.9492	0.9447	0.9402	0.9356	0.9297	0.9238	0.9178	0.9117	0.9043	0.8968	0.8890	0.8811	0.8730	0.8636	0.8537	0.8436	0.8331	0.8217	0.8097	0.7976	0.7852	0.7726	0.7600
64	0.9626	0.9594	0.9560	0.9515	0.9469	0.9423	0.9376	0.9329	0.9268	0.9208	0.9145	0.9068	0.8992	0.8928	0.8847	0.8750	0.8651	0.8548	0.8441	0.8327	0.8209	0.8083	0.7957	0.7828	0.7701	0.7575
65	0.9644	0.9610	0.9577	0.9541	0.9495	0.9447	0.9399	0.9350	0.9301	0.9239	0.9177	0.9112	0.9047	0.8969	0.8886	0.8803	0.8718	0.8631	0.8529	0.8424	0.8319	0.8197	0.8088	0.7961	0.7834	0.7705
66	0.9653	0.9628	0.9593	0.9558	0.9522	0.9474	0.9425	0.9376	0.9325	0.9275	0.9210	0.9146	0.9080	0.9012	0.8929	0.8844	0.8757	0.8669	0.8580	0.8475	0.8368	0.8259	0.8134	0.8022	0.7893	0.7763
67	0.9674	0.9635	0.9613	0.9577	0.9541	0.9504	0.9453	0.9403	0.9352	0.9301	0.9248	0.9181	0.9115	0.9045	0.8974	0.8888	0.8800	0.8711	0.8620	0.8529	0.8421	0.8311	0.8199	0.8071	0.7956	0.7825
68	0.9686	0.9661	0.9625	0.9599	0.9562	0.9524	0.9486	0.9434	0.9382	0.9329	0.9276	0.9221	0.9151	0.9081	0.9009	0.8925	0.8847	0.8757	0.8664	0.8571	0.8477	0.8367	0.8254	0.8139	0.8008	0.7892
69	0.9700	0.9675	0.9649	0.9612	0.9585	0.9546	0.9508	0.9414	0.9360	0.9305	0.9249	0.9192	0.9119	0.9047	0.8972	0.8897	0.8807	0.8713	0.8618	0.8522	0.8426	0.8312	0.8196	0.8079	0.7947	0.7822
70	0.9716	0.9690	0.9664	0.9638	0.9599	0.9571	0.9531	0.9491	0.9449	0.9393	0.9336	0.9279	0.9221	0.9162	0.9087	0.9013	0.8936	0.8858	0.8765	0.8669	0.8571	0.8473	0.8373	0.8257	0.8139	0.8022
71	0.9733	0.9707	0.9680	0.9653	0.9626	0.9585	0.9556	0.9515	0.9473	0.9429	0.9371	0.9312	0.9252	0.9192	0.9132	0.9054	0.8978	0.8899	0.8819	0.8723	0.8624	0.8524	0.8423	0.8321	0.8203	0.8085
72	0.9750	0.9724	0.9696	0.9668	0.9640	0.9612	0.9569	0.9539	0.9495	0.9452	0.9406	0.9347	0.9286	0.9225	0.9163	0.9101	0.9021	0.8942	0.8860	0.8779	0.8679	0.8578	0.8475	0.8373	0.8270	0.8151
73	0.9768	0.9740	0.9712	0.9684	0.9654	0.9625	0.9595	0.9551	0.9520	0.9475	0.9430	0.9384	0.9322	0.9259	0.9196	0.9133	0.9068	0.8986	0.8905	0.8821	0.8737	0.8635	0.8532	0.8428	0.8325	0.8222
74	0.9774	0.9759	0.9728	0.9700	0.9670	0.9640	0.9609	0.9579	0.9534	0.9502	0.9455	0.9409	0.9361	0.9297	0.9233	0.9168	0.9102	0.9036	0.8951	0.8868	0.8782	0.8696	0.8593	0.8489	0.8384	0.8282
75	0.9780	0.9765	0.9749	0.9718	0.9689	0.9658	0.9627	0.9595	0.9564	0.9518	0.9484	0.9437	0.9389	0.9339	0.9274	0.9208	0.9140	0.9073	0.9005	0.8918	0.8833	0.8746	0.8659	0.8555	0.8451	0.8346
76	0.9803	0.9773	0.9758	0.9741	0.9710	0.9679	0.9647	0.9615	0.9583	0.9551	0.9502	0.9468	0.9419	0.9370	0.9319	0.9258	0.9191	0.9122	0.9045	0.8957	0.8873	0.8802	0.8713	0.8626	0.8522	0.8419
77	0.9813	0.9798	0.9766	0.9750	0.9733	0.9700	0.9669	0.9637	0.9604	0.9570	0.9537	0.9487	0.9452	0.9402	0.9350	0.9298	0.9229	0.9159	0.9089	0.9019	0.8949	0.8860	0.8774	0.8685	0.8599	0.8495
78	0.9824	0.9807	0.9791	0.9759	0.9742	0.9725	0.9691	0.9659	0.9626	0.9591	0.9557	0.9522	0.9472	0.9435	0.9383	0.9331	0.9278	0.9208	0.9136	0.9066	0.8995	0.8925	0.8836	0.8750	0.8662	0.8576

Note: The applicable percentage of any age combination not shown on this table will be calculated, if requested by an employee electing a survivor option, based upon the same actuarial assumptions used herein.

2009 PENSION AGREEMENT

Between

THE TIMKEN COMPANY

And

**UNITED STEEL, PAPER
AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION**

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2009 PENSION AGREEMENT

Between

THE TIMKEN COMPANY

And

**UNITED STEEL, PAPER
AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION**

THIS PENSION AGREEMENT, dated as of November 2, 2009, between THE TIMKEN COMPANY, hereinafter referred to as the "Company", and UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION on behalf of itself and Local Union 1123, said International Union and Local Union collectively being referred to as the "Union", and shall be known as the 2009 Pension Agreement.

PREAMBLE

WHEREAS, the parties have entered into a series of Pension Agreements, including amendments or extensions thereof, the most recent of which is dated November 2, 2009, and is known as the 2009 Pension Agreement; and

WHEREAS, the parties have agreed to continue the Pension Plan established under said Pension Agreements, and the payment of Pension Benefits from the pension trust heretofore established, but with certain changes to become effective on January 1, 2010.

IT IS HEREBY AGREED, between the parties as follows:

Until January 1, 2010, all of the provisions of the 2005 Pension Agreement shall remain in effect.

Except as otherwise provided, the provisions of this 2009 Pension Agreement shall become effective January 1, 2010.

ARTICLE I - DEFINITIONS

Wherever used herein, the terms hereinafter referred to in this Section of this Pension Agreement shall be understood to have the following meaning:

1. The term "beneficiary", within the meaning of this Agreement, means the survivor of a participant or a recipient, who has qualified for a Survivor's Pension hereunder or a beneficiary under optional Pension Benefits elected by a participant, but, unless otherwise specifically provided, does not include a beneficiary who has otherwise qualified for Pension Benefits under any prior Pension Agreements. A beneficiary must be a natural person and cannot be an association, corporation, trust, or other legally created entity.

2. The term "employee", within the meaning of this Agreement, means an employee of the Company as defined in Section A of Article I of the Agreement between the parties dated November 2, 2009, herein referred to as the 2009 Basic Labor Agreement.

3. The term "new hire", within the meaning of this Agreement, means (a) an employee first employed by the Company on or after November 1, 2009, or (b) an employee rehired by the Company on or after November 1, 2009, who is not eligible for restoration

of continuous service accrued as a participant in the Pension Plan prior to such employee's termination of employment. Notwithstanding the foregoing, in no event will an employee who returns to work upon his recall in accordance with Section H.2. of Article VIII of the 2009 Basic Labor Agreement be considered a "new hire".

4. The term "participant", within the meaning of this Agreement, means an employee who has attained twenty-one (21) years of age and has completed one (1) year of service. Once an employee has satisfied these requirements, he will participate in the Pension Plan on the day following the day that he has met such requirements. The computation period for determining eligibility to participate shall be the vesting computation period defined in Article II, Section C, with the initial eligibility computation period being the twelve (12) consecutive-month period beginning with the employee's date of hire. In determining eligibility to participate, an employee will be credited with hours of service as defined in Article II, Section C.

5. The terms "Pension Administrator" and "Administrator", within the meaning of this Agreement, mean The Timken Company or a trust company or insurance company selected by the Company.

6. The term "Pension Fund" means the fund established under the Trust for the purpose of holding and investing Plan assets.

7. The terms "Plan" and "Pension Plan" mean this Agreement and The Timken Company Pension Plan established under this Agreement.

8. The term "Plan Year" means each period beginning on January 1 and ending on December 31.

9. The term "recipient", within the meaning of this Agreement, means any participant who has qualified for immediate or deferred Pension Benefits under any of the provisions of this Agreement, but unless otherwise specifically provided, does not include a recipient who has retired or otherwise qualifies for Pension Benefits under any prior Pension Agreements.

10. The term "Trust" means the trust established by the Company for the purpose of holding and investing Plan assets.

11. The term "Trustee" means the individual or institution appointed by the Company to serve as trustee under the Trust established in connection with the Plan to hold and invest Plan assets.

12. Whenever in this Agreement the male gender is used, it shall be construed to include the female gender.

ARTICLE II - PENSION BENEFITS

All Pension Benefits provided for herein shall be subject to the approval of the shareholders of the Company, if such approval is necessary in the judgment of the Company, and of the United States Treasury Department in accordance with the requirements of the Internal Revenue Code. In the event that it is determined by the Company that this Pension Agreement shall be submitted to the shareholders of the Company for approval, the Company agrees to submit this Agreement for approval to its shareholders at the next annual meeting of the shareholders to take place on May 11, 2010, and to present this Agreement to the United States Treasury Department for its approval as soon after the Agreement is executed as is practicable. If shareholders of the Company shall fail to approve this Agreement at the next sharehold-

ers' meeting, or if the Treasury Department shall give notice of its final disapproval of this Agreement after submission to it, then this Agreement shall terminate forthwith but the parties shall meet promptly at the office of the Company in Canton, Ohio, at mutually convenient times after notice of either of such disapprovals has been given by the Company to the Union for the purpose of negotiating regarding such changes in this Agreement as may be necessary to secure approval of the shareholders or the Treasury Department, as the case may be. It is understood, however, that neither party hereto shall be required to agree to making such changes.

If no agreement is reached within thirty (30) days after such notice in either case, for a period of fifteen (15) days after such thirty (30)-day periods, the Union shall not be bound by its no-strike pledge contained in Article IV - Strikes and Lockouts of the 2005 Basic Labor Agreement between the parties, but the then current Basic Labor Agreement, the then current Supplemental Unemployment Benefit Agreement, the then current Insurance Agreement, and the then current 401(k) Agreement shall not be regarded as terminated. If no strike action is taken during such fifteen (15)-day periods, Article IV - Strikes and Lockouts shall remain in effect for the balance of the above mentioned Agreements. In the event of a strike during such fifteen (15)-day periods, upon the settlement of the issue relating to such Pension Plan, the 2009 Pension Agreement, as amended as a result of negotiations, shall be reinstated for all purposes.

A. ELIGIBILITY

The following participants shall be entitled to Pension Benefits herein:

1. Normal Pension

Any participant who retires voluntarily from the service of the Company on or after January 1, 2010, and who has at the time of his retirement attained the age of sixty-five (65) years shall be entitled to receive a pension upon his retirement in the amount herein specified. Any participant who has met those eligibility requirements shall have a non-forfeitable right to a normal pension.

2. Early Reduced Pension For Participants Who Are Not New Hires

Any participant who is not a new hire may retire voluntarily from the service of the Company on or after January 1, 2010, and shall be entitled to receive a pension upon his retirement in the amount herein specified, provided:

a. He shall have attained the age of sixty (60) but shall not have attained the age of sixty-two (62); and

b. Who has at the time of his retirement not less than fifteen (15) years of continuous service.

3. Pension Due To Shutdown or Layoff

Any participant may retire from the service of the Company on or after January 1, 2010, and shall be entitled to receive a pension upon his retirement commencing with the first calendar month following the determination by the Administrator of the happening of one of the events listed in Subparagraph b below in the amount herein specified, provided:

a. (1) He shall have not less than fifteen (15) years of continuous service and shall on the date

of his retirement (a) have attained the age of fifty-five (55) years or more and whose combined age plus years of continuous service (computed to the nearest 1/12) shall equal seventy (70) or more or (b) whose age plus years of continuous service (computed to the nearest 1/12) shall equal at least eighty (80); or

(2) He shall have not less than twenty (20) years of continuous service on his last day worked and shall on the date of his retirement (a) have attained an age which together with his years of continuous service (computed to the nearest 1/12) shall equal sixty-five (65) or more and (b) have not refused an opportunity for employment with the Company, which would disqualify the employee from receiving Supplemental Unemployment Benefits pursuant to the provisions of Article IV, Section 2.b.(7), of the 2009 Supplemental Unemployment Benefit Agreement.

b. The layoff resulting in a break in his service with the Company shall be by reason of a permanent shutdown of the plant, department, or subdivision thereof in which he was working or a layoff by reason of a reduction in force.

c. The Pension Administrator shall notify any such laid off participant in writing at his last known address at the end of such two (2)-year period and again at the end of such extended recall period (as provided in Article VIII, Section H, of the then current Basic Labor Agreement) of his possible eligibility for a pension under this Paragraph 3, if, in the meantime, he has not voluntarily applied for a pension. Any such participant wishing to receive such pension under Paragraph 3 must file a proper written application with the Pension Administrator on a form prescribed by the Pension Administrator either within ninety (90) days from the date of any such notice from the Administrator or voluntarily at any time between the end of such

two (2)-year period and the end of such extended recall period.

Provided, however, the Administrator will grant a pension to an eligible participant laid off by reason of reduction in force as specified in this Paragraph 3.b. above, prior to the date that the absence due to layoff results in a break in service when recall or reemployment of such participant is unlikely; and provided that in case of a layoff resulting from a *permanent shutdown* of the plant, department, or subdivision thereof in which the participant was working, he may apply for a pension at any time following his layoff.

4. Early Pension

a. Any participant may retire from the service of the Company on or after January 1, 2010, and shall be entitled to receive a pension upon his retirement in the amount herein specified, provided he shall have attained on the date of his retirement at least the age of sixty (60) years and shall have at the date of retirement not less than twenty-five (25) years of continuous service.

b. Any participant may retire voluntarily from the service of the Company on or after January 1, 2010, and shall be entitled to receive a pension upon his retirement in the amount herein specified, provided he shall at the time of his retirement have not less than thirty (30) years of continuous service.

c. Any participant may voluntarily retire from the service of the Company on or after January 1, 2010, and shall be entitled to receive a pension upon his retirement in the amount herein specified, provided he shall have attained on the date of his retirement at least the age of sixty-two (62) years

and shall have at the date of retirement not less than fifteen (15) years of continuous service.

5. Disability Pension

a. Any participant who shall have become permanently and totally disabled on or after January 1, 2010, and who shall have at least fifteen (15) years of continuous service with the Company, prior to the date his continuous service is broken, and subject to his becoming totally and permanently disabled as hereinafter provided, shall be entitled to receive a pension on the conditions and in the amount herein specified. To be permanently and totally disabled for the purposes of this Paragraph 5.a., a participant must be eligible for a Disability Benefit under the Federal Social Security System on the date his continuous service is broken, or must be totally disabled by bodily injuries or disease and thereby prevented from engaging in employment in any occupation performed by production and maintenance employees under the Basic Labor Agreement (1) prior to the date his continuous service is broken or (2) prior to the date his extended recall period expires (as provided in Article VIII, Section K.3., of the then current Basic Labor Agreement), provided the participant can establish that the condition leading to his permanent and total disability was a disabling condition as of the date his continuous service broke. Such disability must continue for a period of five (5) consecutive months before it shall be considered permanent. Any participant with a disability pension application pending as of January 1, 2010, who shall have been declared eligible for a Disability Benefit under the Federal Social Security System on the date his continuous service is broken shall be entitled to a disability pension.

b. Any participant who shall have become disabled on or after January 1, 2010, and who shall

have attained at least the age of fifty (50) years and shall have not less than fifteen (15) years of continuous service with the Company prior to the date his continuous service is broken, and subject to his becoming disabled as hereinafter provided, shall be entitled to receive a pension on the conditions and in the amount herein specified. To be disabled for the purposes of this Paragraph 5.b., a participant must be disabled by bodily injuries or disease prior to the date his continuous service is broken and be thereby permanently prevented from performing the duties of his current occupation, but must have the apparent ability to perform the duties of another existing but unavailable occupation performed by production and maintenance employees covered under the Basic Labor Agreement at the plant where he is employed. Such disability must continue for a period of five (5) consecutive months prior to the date his continuous service is broken before it shall be considered qualifying. A participant determined to be disabled under this Paragraph 5.b. shall be subject to the provisions of Article VIII, Section E, Paragraph 2, and Section H, Paragraph 5, of the then current Basic Labor Agreement. The pension provided under this Paragraph 5.b. shall cease if the participant returns to work or refuses to return to any permanent vacancy in the plant where he was employed.

c. No participant shall be entitled to Pension Benefits whose disability results directly or indirectly from (1) military or naval service in any future wars and who does not return to work for the Company upon completion of such service, (2) his having engaged in a criminal enterprise, or (3) intentionally self-inflicted injury.

Pension payments to a recipient because of disability shall continue only so long as such recipient is disabled as herein defined. Any recipient receiving

such payments on such basis may be required to submit proof of the continuance of such state of disability once every twelve (12) months and shall submit to an examination by a physician appointed by the Administrator at the Administrator's expense, if requested by the Administrator, once every twelve (12) months for verification of the continuance of such state of disability. Should such recipient refuse to submit to such medical examination within thirty (30) days after being requested to do so by the Administrator, his disability payments shall cease until he submits to such examination. In the event that his refusal continues for one (1) year, his right to disability payments shall cease and terminate absolutely.

Any recipient whose pension disability continues until he has reached the age of sixty-five (65) shall thereafter be regarded as a recipient who has retired on pension at age sixty-five (65) in accordance with Paragraph 1 of this Section.

6. Deferred Vested Pension

a. Any participant whose service with the Company is broken under Article II, Section C, after completing five (5) years or more of continuous service, who is not eligible for any of the other Pension Benefits provided herein, as of the date the participant's continuous service is broken, shall be entitled to a pension payable at age sixty-five (65) in an amount computed in accordance with the provisions of Paragraph 1 of Section E of this Article, but based only on continuous service up to the time of such break in service and on average monthly compensation during the bi-weekly pay periods (as set forth in Section E.1.b. of this Article II) of such participant's continuous service prior to such break in service.

b. Any participant who (1) is not a new

hire and has satisfied the service requirements for a pension under Paragraph 2 of this Section A or (2) has satisfied the service requirements for a pension under Paragraph 4 of this Section A, but in each case is separated from the service of the Company before satisfying the age requirements for such a pension, shall be entitled, upon satisfaction of such age requirement, to receive a pension in the amount specified by the applicable paragraph and by Section E of this Article, reduced actuarially for the difference between a pension payable at age sixty-five (65) and the age at which pension payments under this Paragraph actually commence; and stated in terms of a percentage taken as shown on the following table:

<u>Age at Retirement</u>	<u>Percentage</u>
60	63.89
61	69.50
62	75.79
63	82.88
64	90.90
65	100.00

It is understood that the percentages shown above may be revised from time to time by actuaries employed by the Administrator. In applying the table, the proper percentage factor is to be determined by linear interpolation for a recipient's age, counting complete months at the time of early retirement. Such pension shall be in lieu of the pension provided under the preceding Subparagraph a of this Paragraph 6.

B. APPLICATIONS

Each participant, recipient, or beneficiary desirous of obtaining a pension shall make application therefor in writing to the Pension Administrator on a form provided by the Administrator. Each applicant shall be required to supply to the Pension Administra-

tor such proof as to his eligibility for pension payments as the Administrator may reasonably require. In cases involving applications for Permanent and Total Disability Pensions, the Pension Administrator may request the applicant to submit to medical examinations by a physician or physicians designated by the Pension Administrator. No action will be taken in respect of his application until the applicant submits to such examination or examinations. Except as hereinafter provided, no pension shall be effective for any participant prior to the date of his application for a pension. Where the applicant submits to examination(s) requested by the Administrator and such examination(s) is made within thirty (30) days from date of request for examination(s), the pension, if granted, shall be effective the first of the month following the month of application.

If the examination cannot be made within the thirty (30) days from date of request for such examination because of the unavailability of the physician, the pension shall become effective the first of the month following the month of application, providing the applicant establishes his eligibility for Permanent and Total Disability Pension as provided herein.

If the applicant fails to submit to an examination requested by the Administrator within thirty (30) days from date of such request for examination(s), the pension shall not become effective until the first of the month following the month the applicant submits to such examination(s).

Eligibility for any benefit under this Agreement shall be established as of the date that a participant ceases to accrue continuous service.

No participant who meets the eligibility requirements for an immediate or Deferred Vested Pension

at the time his continuous service is broken shall forfeit any pension because of failure to apply for such pension at the earliest time which would cause such pension to commence, provided that no participant shall receive retroactive pension payments for any period prior to age sixty-five (65). No surviving spouse who is eligible for a Survivor's Pension under Article III, Sections C, D, and E and Article IV, Section B, shall forfeit any pension.

C. COMPUTATION OF CONTINUOUS SERVICE

The continuous service of a participant or recipient attributable to any period prior to January 1, 1976, shall be determined under the original 1974 Pension Agreement or any prior Pension Agreement in effect at the time such recipient retired, without regard to amendments made by the 1976 Supplement to the 1974 Pension Agreement. For all service on or after January 1, 1976, the following provisions shall apply.

Except as otherwise provided, the continuous service of any participant for determining his eligibility for and the amount of any Pension Benefit hereunder shall be the time from the first employment of said participant by the Company until the time of his voluntary retirement, except that such continuous service shall be broken and credit for previous service lost by:

1. Voluntarily quitting the service of the Company. (An unauthorized absence of seven (7) consecutive-scheduled working days shall be considered a voluntary quit. Absence for military or naval service, other than temporary training programs of the State Guard or Reserve Forces, shall be considered a voluntary quit, unless otherwise provided by law, by Section E.18. of this Article II, or by the applicable collective bargaining agreement.)

2. Discharge for proper cause from the service of the Company.

3. a. Layoff for a continuous period of time as produces a break in his accumulated continuous service record under the Basic Labor Agreement in effect at the time of a layoff but not to exceed a continuous period of two (2) years.

b. Any active employee as of January 1, 2010, whose continuous service was broken while laid off for physical disability or due to reduction in force after July 21, 1980, pursuant to Paragraph 3 of Section K of Article VIII of the 1980, 1983, 1986, 1989, or 1993 Basic Labor Agreement shall have his continuous service adjusted so that his continuous service, as of January 1, 2010, shall be increased by the excess, if any, of his layoff over two (2) years, up to a maximum increase of three (3) years including service bridged under prior Pension Agreements. Any employee on layoff for reduction in force or physical disability who returns to work after January 1, 2010, whose continuous service was broken while laid off due to physical disability or due to reduction in force after July 21, 1980, pursuant to Paragraph 3 of Section K of Article VIII of the 1980, 1983, 1986, 1989, or 1993 Basic Labor Agreement shall, after the date of the employee's return to work, have his continuous service adjusted so that his continuous service, after the date of his return to work, shall be increased by the excess, if any, of his layoff over two (2) years, up to a maximum increase of three (3) years including service bridged under prior Pension Agreements.

c. A break in continuous service shall not occur during a layoff because of physical disability resulting from an injury or disease for which Workers' Compensation Benefits are payable, provided the participant returns to work within thirty (30) calendar days

after the end of the period for which Total Disability Benefits are payable and provided the total continuous period of his absence from work does not exceed five (5) years. A participant who receives Workers' Compensation Total Disability Benefits for the entire five (5)-year period or who retires from disability while receiving Workers' Compensation Total Disability Benefits within the five (5)-year period shall receive credit for continuous service until the earlier of the termination of the five (5)-year period or retirement. Any laid off participant who has extended recall rights as provided in Article VIII, Section H, of the then current Basic Labor Agreement may make an application for a pension during the period in which he has such extended recall rights; provided, however, that if the President, Vice President, Financial Secretary, Treasurer, or Recording Secretary of any Local Union who has been or is an employee of the Company and has been or may hereafter be given a leave of absence on the condition stated in Article VIII of the then current Basic Labor Agreement, such leave of absence shall not constitute a break in such a participant's record of continuous service for the purpose of this Pension Agreement.

d. The adjustment of a participant's continuous service under Subparagraphs a., b., or c. above shall not result in duplicating credit for continuous service for the same period of layoff.

The continuous service of any participant for determining his eligibility for a Deferred Vested Pension under Section A, Paragraph 6, of this Article II shall be the time from the first employment of said participant by the Company until the time his continuous service is broken, except as provided above in regard to the accumulation of continuous service by Union officers who have been granted leaves of absence.

If any recipient receiving Pension Benefits for

disability shall, upon termination of such disability, be reemployed by the Company, his absence from actual employment because of such disability shall not constitute a break in his continuous service nor cause a loss of credit for his previous service, but his time of absence because of such disability, if in excess of such continuous period of time as produces a break in his service record under the Basic Labor Agreement in effect at the time of a layoff, shall be excluded in computing his continuous service for the purpose of any subsequent Pension Benefits to which he may become entitled.

If a participant who has an hour of service on or after January 1, 1989, whose continuous service has been broken on or after January 1, 1989, before completing five (5) years of service and who, as of January 1, 2010, has not lost credit for such service under the terms of a prior Pension Agreement returns to active service, credit for prior continuous service shall be restored when such participant completes one (1) year of service following his return to active service, unless the number of consecutive one (1)-year breaks in service equals or exceeds five (5); provided that, if a participant returns to active service from layoff within the extended recall period provided in Article VIII, Section H, of the Basic Labor Agreement, credit for prior continuous service will be restored immediately upon his return to active service, and he will not be required to complete one (1) year of service following his return to active service to have such credit restored, but the participant will receive credit for service for not more than two (2) years of the layoff period.

If a participant eligible to receive a Deferred Vested Pension under Paragraph 6, Section A, of this Article II returns to active service, credit for prior continuous service shall be restored when such participant completes one (1) year of service following his return

to active service.

The continuous service of a participant shall, in all cases, be his number of full years of such service and any additional fractions of years computed to the nearest 1/12 in applying this factor as a multiplier in computing the amount of a monthly pension under Paragraph 1 of Section E hereof. Provided that, in the year in which a participant's continuous service is broken by a voluntary quit or discharge, the participant shall be credited with a full year of service if the participant has completed one thousand (1000) hours of service between the last anniversary date of his first employment by the Company and the date of such quit or discharge (including both the anniversary date and the date of quit or discharge in such calculation).

For the purposes of (1) credit for service for the year in which a participant's continuous service is broken by a voluntary quit or discharge or (2) the restoration of credit for prior continuous service when a participant returns to active service after his extended recall period has expired:

a. The term "one (1) year break in service" means a twelve (12)-month period, which shall be the vesting computation period, during which the participant has not completed more than five hundred (500) hours of service.

b. The term "year of service" means either (1) the twelve (12)-month period beginning on the date employment commenced upon return to active service or (2) any calendar year beginning after the date such employment commenced, during which a participant has completed one thousand (1000) hours of service.

c. The term "hour of service" means each hour (1) for which a participant is paid, or entitled to

payment for the performance of duties, for the Company or for which he is paid, or entitled to payment, by the Company on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence, (2) for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Company, or (3) for which a participant is credited pursuant to Sections 410(a)(5)(E) and 411(a)(6)(E) of the Internal Revenue Code, solely for the purpose of determining whether a one (1) year break in service has occurred. Hours of service shall be determined by dividing the payments received or due for reasons other than the performance of duties by the lesser of (i) the participant's most recent hourly rate of compensation for the performance of duties or (ii) the participant's average hourly rate of compensation for the performance of duties for the most recent computation period in which the participant completed more than five hundred (500) hours of service. Hours of service shall be computed and credited in accordance with Department of Labor Regulation 2530.200(b). In the case of a participant who is absent from work for any period by reason of:

- (1) the pregnancy of the participant;
- (2) the birth of a child of the participant;
- (3) the placement of a child with the participant in connection with the adoption of such child by such participant; or
- (4) caring for such child for a period beginning immediately following such birth or placement,

this Agreement shall treat as hours of service, solely for purposes of determining whether a one (1) year

break in service has occurred, the hours of service which otherwise would normally have been credited to such participant but for such absence or, in any case in which the Pension Administrator is unable to determine said hours, eight (8) hours of service per day of such absence, except that the total number of hours treated as hours of service by reason of any such pregnancy or placement shall not exceed five hundred one (501) hours. These hours shall be treated as hours of service only in the Plan Year in which the absence from work begins, if a participant would be prevented from incurring a one (1) year break in service in such Plan Year solely because periods of absence are treated as hours of service or, in any other case, in the immediately following Plan Year. Solely for the purposes of determining whether a break in continuous service for participation and vesting purposes has occurred in a Plan Year, a participant who is absent from work because of a leave of absence under the Family and Medical Leave Act shall receive credit for the Hours of Service which would otherwise have been credited to such participant but for such absence, or in any case in which such hours cannot be determined, eight (8) Hours of Service per day of such absence. No more than five hundred one (501) hours are required to be credited to a participant on a leave under the Family and Medical Leave Act. A participant whose leave under the Family and Medical Leave Act is for the maternity or paternity reasons set forth above, cannot receive credit for Hours of Service under both this provision and Sections 410(a)(5)(E) and 411(a)(6)(E) of the Internal Revenue Code for the same period of time.

d. The "vesting computation period", for purposes of determining the continuous service of any participant, means a twelve (12) consecutive-month period, starting from the date of hire by the Company and anniversaries of that date, or any twelve (12) con-

secutive-month period following a one (1) year break in service and beginning on the date the participant first rendered service following the one (1) year break in service and anniversaries of that date, during which he is credited with one thousand (1000) or more hours of service.

Part-time service rendered by part-time employees shall not be included in the computation of continuous service; provided that, any employee who completes one thousand (1000) hours of service in any year of service shall not be considered to be a part-time employee.

For purposes of this Agreement only, a participant's continuous service shall include service with employers who are related to the Company, including members of a controlled group of corporations or commonly controlled trades or businesses (as defined in Sections 414(b) and (c) of the Internal Revenue Code, as modified by Section 415(h) of the Internal Revenue Code) or affiliated service groups (as defined in Section 414(m) of the Internal Revenue Code) of which the Company is a part, and service which the participant may have as a leased employee (as defined in Section 414(n) of the Internal Revenue Code) with the Company or any related employer. The crediting of continuous service shall not result in a duplication of benefits under this Plan and any other retirement plan sponsored by the Company or any related employer.

It is expressly understood, however, that this Agreement shall not, in any way, affect, increase, or decrease the right of any employee to employment or the right of the Company to make layoffs or to enforce proper discharges.

D. SPECIAL RETIREMENT PAYMENT

1. There shall be paid to each eligible recipient

upon retirement under the Pension Plan, except to those who are new hires or those becoming entitled to a Disability Pension or a Deferred Vested Pension under the preceding Paragraphs 5 and 6, respectively, of Section A, a special retirement payment from the Pension Fund in an amount determined by multiplying the recipient's average straight-time hourly rate during his last two (2) completed pay periods prior to his retirement by the appropriate hours shown below as applicable to each recipient:

<u>Years of Continuous Service on Date of Retirement</u>	<u>Multiplying Hours</u>
5 years to 18 years	400
18 years and over	360

Regular monthly pension payments as determined under Section A, Paragraphs 1, 2, 3, or 4, whichever is applicable, will commence with the month following the three (3) months for which such special retirement payment is paid.

2. There shall be paid to each eligible recipient who (a) retires under Article II, Section A, Paragraphs 1, 2, 3, 4, or 5 with a retirement date after November 1, 2009, and on or before December 31, 2013, (b) is an employee immediately prior to such retirement date, and (c) is not a new hire, a special single lump sum retirement payment equal to \$5,000, subject to the requirements of Sections 401(a)(11) and 417 of the Internal Revenue Code except that the recipient may elect to receive the payment under this Paragraph 2 in a single lump sum.

E. AMOUNT OF PENSION PAYMENTS

1. The amount of the monthly pension payments to each recipient qualifying for Pension Benefits under Section A, Paragraphs 1, 3, 4, 5, or 6, of

this Article shall be as follows:

a. (1) For a recipient who is not a new hire, the greater of (a) or (b) below:

(a) (i) For a recipient with less than thirty (30) years of continuous service, an amount equal to 1.165% of his final average earnings multiplied by his total years of continuous service.

(ii) For a recipient with thirty (30) years but less than thirty-five (35) years of continuous service, an amount equal to 1.2% of his final average earnings multiplied by his total years of continuous service.

(iii) For a recipient with thirty-five (35) or more years of continuous service, an amount equal to 1.265% of his final average earnings multiplied by his total years of continuous service.

(b) (i) For a recipient with less than thirty (30) years of continuous service, an amount equal to the product of \$56.25 multiplied by his years of continuous service up to thirty (30) years.

(ii) For a recipient with thirty (30) or more years of continuous service, \$1687.50 plus an amount equal to the product of \$75 multiplied by his years of continuous service in excess of thirty (30) years.

(2) For a recipient who is a new hire:

(a) For a recipient with less than thirty (30) years of continuous service, an amount equal to the product of \$45 multiplied by his years of continuous service up to thirty (30) years.

(b) For a recipient with thirty (30) or more years of continuous service, \$1350 plus an amount equal to the product of \$60 multiplied by his years of continuous service in excess of thirty (30) years.

b. Final average earnings shall be computed as follows:

(1) For a recipient with at least ten (10) calendar years of pay periods, the last ten (10) calendar years plus the final year of the recipient's continuous service prior to his termination shall be selected. The five (5) consecutive calendar years which will produce the highest final average earnings will be selected, and the total amount paid in such five (5) consecutive calendar years will be divided by sixty (60).

(2) For a recipient with more than five (5) but less than ten (10) calendar years of pay periods, the five (5) consecutive calendar years which will produce the highest final average earnings will be selected, and the total amount paid in such five (5) consecutive calendar years will be divided by sixty (60).

(3) For a recipient with less than five (5) calendar years of pay periods, the total amount paid in such complete calendar years and the final calendar year will be divided by the number of calendar months of service during such complete calendar years and the final calendar year.

(4) Any earnings during the final calendar year of employment will be excluded, unless it is one of the five (5) highest consecutive calendar years, or unless the recipient has less than five (5) calendar years of pay periods.

In making such calculations, vacation pay, holiday pay, Weekly Benefits paid under the Supple-

mental Unemployment Benefit Agreement, and the cost-of-living adjustments, payable under the prior Basic Labor Agreements, which have been incorporated into the base hourly rates and additives, and effective January 1, 2009, differential wage payments (as defined in Section 414(u)(12)(D) of the Internal Revenue Code) shall be included. Such calculations shall not exclude the cost-of-living adjustments paid under the 2009 Basic Labor Agreement and prior Basic Labor Agreements.

c. In computing the amount of regular pension of a recipient who, during all or any part of the calendar years, described in Section E.1.b. above, was on leave of absence from the Company pursuant to the terms of any Basic Labor Agreement comparable to Section Q of Article VIII of the 2009 Basic Labor Agreement, his final average earnings for each month during any such leave of absence shall, for the purpose of computing his pension, only be adjusted so as to be fairly representative of his normal earnings had he not been so absent. For a recipient who was not on such a leave of absence but who was absent from time to time from the Company for the purpose of working for the Local Union or the International Union in handling Local Union affairs, or International Union affairs, as the case may be, his final average earnings during such time or times of absence shall, for the purpose of computing the amount of his regular pension, be adjusted to include any amounts paid by the Local Union or the International Union as compensation, as evidenced by a W-2 tax form or forms covering the year or years including such time or times.

d. A recipient, who is not a new hire, qualifying for Pension Benefits under Section A.3. or Section A.5.a. hereof shall, in addition to the amount of Pension Benefits referred to above, be entitled to a Supplementary Pension Benefit of \$400 per month for each month he receives a regular monthly pen-

sion payment until he reaches age sixty-two (62) or until he shall be or become, or would upon proper application and diligent prosecution become, entitled to unreduced Old-Age or Disability Benefits provided by the Federal Social Security System, if earlier than age sixty-two (62); provided, however, that a recipient who is receiving a pension under Paragraph 3.a.(2) of Section A shall not be entitled to a Supplementary Pension Benefit during such time that he is engaged in employment, the earnings from which equal or exceed \$2590 per month. The Company may require such proof of earnings as it may deem reasonably necessary to establish a recipient's right to a Supplementary Pension Benefit.

e. A recipient, who is not a new hire, qualifying for Pension Benefits under Section A.4.b. of this Article shall receive a monthly pension payment based upon the recipient's irrevocable one-time election at retirement to receive either the amount that he would be entitled to under Section E.1.a. or the amount set forth in the following table:

<u>Age</u>	<u>Limitation Dollar Amount</u>
Less than 55	0
55-58	\$1200
59-61	\$1400
62-64	\$1750
65 and older	\$2000

f. A recipient, who is not a new hire, qualifying for Pension Benefits under Section A.4.a. or b. of this Article II hereof, who makes the irrevocable one-time election at retirement to receive benefits under Section E.1.a., and who meets the additional requirements set forth in this Paragraph, shall, in addition to the amount of Pension Benefits referred to above, be entitled to a Special Pension Benefit for each month he receives a regular monthly pension payment until the later of (1) the month for which the twelfth pay-

ment is made or (2) the month in which such recipient becomes eligible for a Social Security Benefit which is equal to eighty percent (80%) of the benefit he would be entitled to receive under the Federal Social Security System at his Social Security Retirement Age, pursuant to the law in effect as of the effective date of the Agreement; provided, however, that no payment will be made for any month following the month in which the recipient dies.

(1) To qualify for the Special Pension Benefit, a recipient must: (a) be accruing continuous service as of January 1, 2010; (b) be eligible for an immediate pension under Section A.4.a. or b.; (c) have made the irrevocable one-time election at retirement to receive benefits under Section E.1.a.; and (d) not be a new hire.

(2) The amount of the Special Pension Benefit per month will be the greater of (a) the difference between \$1500 and the recipient's monthly pension if the recipient's monthly pension is less than \$1500 or (b) \$400.

g. A recipient, who is not a new hire, qualifying for immediate Pension Benefits under Section A.4. of this Article II hereof, who is accruing continuous service as of January 1, 2010, who retires during the term of this Agreement, and who does not elect to receive benefits under the table set forth in Section E.1.e., shall, in addition to the amount of Pension Benefits referred to above, be entitled to a Special Pension Supplement for each month he receives a regular monthly pension payment. Such Special Pension Supplement shall commence with the month following the month in which such recipient attains eligibility for a Social Security Benefit which is equal to eighty percent (80%) of the benefit he would be entitled to receive under the Federal Social Security

System at his Social Security Retirement Age, pursuant to the law in effect as of the effective date of the Agreement; provided, however, that no payment will be made for any month following the month in which the recipient dies. The amount of the Special Pension Supplement per month will be the difference between \$1000 and the recipient's monthly pension if the recipient's monthly pension is less than \$1000.

2. a. The amount of the monthly pension payments to a recipient, who is not a new hire, qualifying for Pension Benefits under Section A.2. shall be computed under Section E, Paragraph 1 above, but reduced to its equivalent actuarial value determined by reference to mortality tables and interest rates and stated in terms of a percentage taken as shown on the following table:

<u>Age</u>	<u>Limitation Dollar Amount</u>
60	84.28
61	91.69
62	100.00

It is understood that such mortality tables and/or interest rates and the percentages shown above may be revised from time to time by actuaries employed by the Administrator. In applying the table, the proper percentage factor is to be determined by linear interpolation for a recipient's age, counting completed months at the time of early retirement.

b. The amount of the monthly pension payments to a recipient, who is a new hire, qualifying for Pension Benefits under Section A.3., A.4., or A.5. shall be computed under Section E, Paragraph 1.a.(2) above, but reduced by 0.25% per month for each month the recipient's retirement date precedes the date on which the recipient would reach age sixty-five (65) (i.e., 3.0% per year), unless, as of the date on

which the recipient retires, (1) the recipient is age fifty-five (55) or older and (2) the sum of the recipient's age plus years of continuous service equals or exceeds eighty-five (85).

3. The amount of the monthly pension to be paid to a recipient shall be reduced by the amount payable for the corresponding period to which said recipient may be or become, or upon proper application and diligent prosecution would become, entitled under the Workers' Compensation Law of any state. Provided, however, that fixed statutory payments made under the Workers' Compensation Law of any state for the loss of a bodily member or payments for impairment of earning capacity or for permanent physical impairment, as such phrases are used in Paragraphs A and B of Section 4123.57 of the Revised Code of Ohio as now in effect or as hereafter amended, shall not be used to reduce the pension payments to any recipient hereunder. If any recipient shall receive a lump sum payment in settlement of a claim under the Workers' Compensation Law of any state, for which a reduction in payments hereunder is provided by this Paragraph 3 (other than a payment in compromise and settlement of a disputed claim), pension payments under this Agreement shall be withheld until the amount so withheld shall equal the amount of said lump sum settlement. Notwithstanding the foregoing, any Permanent and Total Disability Pension Benefits payable under Section A, Paragraph 5.a., of this Article II prior to age sixty-five (65) shall not be reduced by any payments made under the Workers' Compensation Law.

The amount of any deductions under this Paragraph shall be the net payable to the recipient after allowing for reasonable attorney's fees and medical expenses incurred by him in prosecuting his claim for such benefits, and fixed statutory payments for one hundred percent (100%) loss of use of a bodily

member shall no longer be used to reduce pension payments.

If any recipient shall receive any such payments attributable to a period or periods for which he has already been paid a monthly pension unreduced by such amounts, he shall refund the amount of such benefits so received to the Trustee and in default thereof the part of the monthly pension of such recipient payable by the Trustee may be withheld until the amount so withheld shall equal the amount which said recipient is obligated by this Paragraph to refund to the Pension Fund.

Nothing contained in this Paragraph 3 nor in the following Paragraph 4 shall be construed to require the reduction of any benefits payable under this Agreement because of any pension granted to a recipient for or on account of his military service.

4. The amount of the monthly pension to be paid to each recipient out of the Pension Fund heretofore or hereafter established by the Company shall also be reduced by the amount of any other pension or Old-Age or Disability Benefit, other than benefits payable under Title II of the Federal Social Security Act, payable for the corresponding period out of a fund or source to which the Company has directly or indirectly contributed, including Old-Age Benefits provided by any other present or future law of the United States or any state or subdivision thereof, to which said recipient may be or become, or upon proper application and diligent prosecution would become, entitled, and also by any payment in the nature of a dismissal allowance or severance pay to be paid upon separation from the Company payroll under any Company plan or by reason of any present or future law, as the same may be amended from time to time; provided, however, that if said recipient shall have contributed to the source or fund out of which such other pension or Old-Age

or Disability Benefits are payable, the monthly pension payable out of the Company-established Pension Fund shall not be reduced by the amount of such other pension or Old-Age or Disability Benefits attributable to said recipient's contributions.

5. The amount of the monthly pension to be paid to a recipient shall be reduced by the amount of any benefits to which a participant may be entitled by reason of participation in any other defined benefit pension plan sponsored by the Company.

6. a. The pensions to be paid as herein provided shall be paid to each recipient monthly, at such times and in such manner as shall be determined by the Administrator of the Pension Fund. Subject to filing of an application as required and to approval thereof by the Administrator, or in the event of an arbitration proceeding, subject to decision by the arbitrator in favor of the recipient, the first monthly payment shall be payable during and for the month next following the month in which said recipient retired or became totally and permanently disabled; and the last monthly payment shall be made to said recipient's spouse or personal representative for the month in which the death of said recipient shall occur. In any event, unless the recipient otherwise elects, the payment of benefits to a recipient shall begin not later than the 60th day after the latest of the close of the year in which (a) the recipient attains age sixty-five (65), (b) the recipient completes ten (10) years of continuous service, or (c) the recipient terminates his service with the Company. The election to postpone the payment of benefits beyond the time specified above shall be made by submitting to the Administrator a written statement, signed by the recipient, which describes the benefit and the date on which the payment of such benefit shall commence. Such an election may not be made if the exercise of such election will cause benefits pay-

able under this Agreement in the event of the death of the recipient to be more than incidental.

b. Notwithstanding the foregoing provisions, in no event shall payment of benefits be deferred beyond April 1, of the calendar year following the calendar year in which the recipient attains age seventy and one-half (70-1/2). If distributions are required to be made under this Paragraph 6.b., monthly pension payments shall be made to the recipient in the form of a Joint and Survivor Pension under Article IV, Section B, unless the recipient and the recipient's spouse, if any, elect another form of benefit. All distributions required under this Paragraph 6.b. shall be determined and made in accordance with the regulations under Section 401(a)(9) of the Internal Revenue Code, including the minimum distribution incidental benefit requirements of Section 1.401(a)(9)-2 of the regulations. The requirements of this Paragraph 6.b. shall apply to any distribution of a recipient's or beneficiary's interest and will take precedence over any inconsistent provision of this Agreement, provided that the requirements of this Paragraph 6.b. shall not enlarge the distribution options currently available to recipients and beneficiaries under the provisions of Articles III and IV of this Agreement.

7. All pension payments will be made to recipients only at addresses within the United States or any territory thereof; and in the event any recipient shall qualify for a pension while residing or sojourning outside the United States, or while entitled to receive a pension shall leave the United States, the Administrator shall withhold his pension payments until they can be made to him or to his properly designated agent within the United States.

8. It is expressly understood and agreed that no participant or recipient shall have any claim to

or upon, or any vested right or interest or equity in, any part of the Pension Fund to be established by the Company, except as in this Agreement expressly provided, and that if any participant shall voluntarily quit the employ of the Company or be discharged by the Company without becoming eligible for a pension herein provided to be paid out of the Company-established Pension Fund, or shall die either before or after becoming eligible for said pension, neither he nor any other person on his behalf shall have any claim, right, interest, or equity in or to any payment whatever out of said Pension Fund, except as otherwise provided in regard to the last monthly payment in Paragraphs 6 and 9 of this Section and except as rights are provided for beneficiaries in Article III or IV of this Agreement. It is understood, however, that the pensions payable under Paragraphs 1, 2, 3, and 4 of Section A of this Article II shall continue for the duration of the natural life of the recipient or for the natural life of any beneficiary for whom benefits are provided in Article III or IV of this Agreement, and that no pension payable under this Agreement shall be reduced or discontinued, except as provided in Paragraph 5 of Section A of this Article II, in Paragraphs 3, 4, and 5 of Section E of this Article II, in Section B of Article III, Section A, Paragraph 2.D. of Article IV, and in Section E of Article V.

9. a. Except as provided in Paragraph 10 of this Section, the Pension Benefits herein provided to be paid shall be paid only to the recipient or to a beneficiary for whom payments are provided as provided in Article III or IV of this Agreement, except that the last monthly payment for the month in which the death of a recipient occurs may be made to the spouse or personal representative of the recipient; and no Pension Benefits herein provided nor any part thereof shall be anticipated, assigned, or otherwise encumbered, nor be subject to attachment or garnishment prior to the actual payment and delivery of each monthly

amount to said recipient and any attempted assignment or other encumbrance or attachment or garnishment shall be absolutely null and void, provided that, to the extent permitted by law, a recipient may authorize, in writing, the deduction of an amount from any monthly pension to which he is entitled, for the payment of premiums for insurance coverage being provided for such recipient and his dependents under any Insurance Agreement between the Company and the Union, or for the recovery of any overpayments of Insurance and Supplemental Unemployment Benefits which he may have received.

b. Notwithstanding any other provisions of this Agreement, the Administrator during the term of any Basic Labor Agreement applicable to participants covered by this Agreement, will deduct, from any monthly payment due a recipient, monthly dues as designated by the International Treasurer of the Union, as membership dues of the Steelworkers Organization of Active Retirees (hereinafter SOAR) and United Steelworkers of America Political Action Committee (hereinafter USWA PAC) voluntary contributions, on the basis of individually signed voluntary checkoff authorization cards in a form agreed to, in writing, by the Administrator and the Union. SOAR dues shall be promptly remitted to the International Treasurer of the Union at the address which he authorizes for this purpose and USWA PAC contributions shall be promptly remitted to the Treasurer of the USWA PAC at the address which he authorizes for this purpose. This Paragraph is further subject to all of the conditions prescribed in Article II, Sections J, K, L, and M, of the Basic Labor Agreement.

10. If a Qualified Domestic Relations Order requires the payment of benefits to a party other than the participant prior to the time the participant begins receiving benefits, the actuarial equivalent amount of

such payments made prior to retirement shall be offset against the participant's benefits at the time benefits become payable to him until such time as the total actuarial equivalent amount of payments made prior to retirement is offset.

For purposes of this provision, the actuarial equivalent amount will be determined based on the Pension Benefits Guaranty Corporation's interest rate to value immediate annuities in effect as of the first day of the plan year in which the payments to the other party begin.

A Qualified Domestic Relations Order cannot require the Administrator to provide any type or form of benefit, nor any option, not otherwise provided under this Agreement; it cannot require the Administrator to provide increased benefits (determined on the basis of actuarial value); and it cannot require the payment of benefits to an alternate payee which are required to be paid to another alternate payee under another order previously determined to be a Qualified Domestic Relations Order. Where, because of a Qualified Domestic Relations Order, more than one (1) individual is to be treated as a surviving spouse under Article III or Article IV, the total amount to be paid to such individuals cannot exceed the amount that would be paid if there were only one (1) surviving spouse under Article III or Article IV.

11. The Pension Administrator will make a lump-sum payment to a participant or beneficiary, as the case may be, which shall be the equivalent actuarial present value of the regular pension, after deductions, otherwise payable if the equivalent actuarial present value is not more than \$1000 effective March 28, 2005. Such lump sum payment to a participant will be made one (1) year after the later of the participant's break in continuous service or the expiration

of all the participant's recall rights. Such lump sum payment to a beneficiary will be made as soon as administratively feasible. Effective January 1, 2008, the present actuarial value shall be calculated by using the applicable mortality table described in Section 417(e)(3) of the Internal Revenue Code and the applicable interest rate described in Section 417(e)(3) of the Internal Revenue Code as specified for October of the prior plan year. The present value of a lump-sum distribution shall not be greater than the maximum benefit amount permitted under Article II, Section E, Paragraph 16, of this Agreement.

The appropriate tax withholdings will be made, unless the participant instructs the Pension Administrator, pursuant to procedures to be implemented by the Pension Administrator, to roll over directly his eligible rollover distribution to an eligible retirement plan. A direct rollover is a payment by the Plan to an eligible retirement plan. An eligible rollover distribution is any distribution of all or any portion of the benefit to the credit of the participant, except that an eligible rollover distribution does not include (a) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the participant or the joint lives of (or joint life expectancies) of the participant and the participant's designated beneficiary, or for a specified period of ten (10) years or more; and (b) any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code. An eligible retirement plan is an individual retirement account described in Section 408(a) of the Internal Revenue Code, an individual retirement annuity described in Section 408(b) of the Internal Revenue Code, an annuity plan described in Section 403(a) of the Internal Revenue Code, an annuity contract described in Section 403(b) of the Internal Revenue Code, an eligible deferred compensation

plan described in Section 457(b) of the Internal Revenue Code, or a qualified trust described in Section 401(a) of the Internal Revenue Code, that accepts the participant's eligible rollover distribution. However, in the case of an eligible rollover distribution to a non-spouse beneficiary, an eligible retirement plan is an individual retirement account or individual retirement annuity. For purposes of this provision, a participant includes an employee or former employee, a participant's surviving spouse, a participant's spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Internal Revenue Code, and a participant's non-spouse beneficiary designated in accordance with the Plan's procedures.

12. In the event the Pension Plan merges or consolidates with another plan, or transfers assets or liabilities to any other plan, each participant in the Plan shall (if the Plan is then terminated) receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer (if the Plan had then terminated).

13. Participants entitled to retirement units under the 1968 Retirement and Vacation Benefit Agreement and extensions thereof as of December 31, 1983, who thereafter may become eligible for Supplemental Retirement Pay in accordance with the provisions of Article III of the 1968 Retirement and Vacation Benefit Agreement shall receive such pay at the time and in the amount as set forth in said Article III.

14. Any recipient who has applied for and receives a pension under any one of Paragraphs 1, 2, 3, or 4 of Article II, Section A, shall not be eligible for any other type of pension, unless such recipient is

subsequently reemployed by the Company, in which case he may qualify for a pension subject to all the conditions prescribed in Paragraphs 1, 2, 3, or 4 of Article II, Section A; provided, however, for the purpose of determining his eligibility for a further pension, his continuous service prior to his first retirement shall be added to his continuous service subsequent to his reemployment. Any recipient so reemployed after retirement whose employment is thereafter terminated for any reason shall be entitled immediately on such termination of employment to the pension for which he qualifies calculated on the basis of his continuous service, average gross earnings, and average monthly compensation as of the date his employment is finally terminated.

15. Upon the termination or partial termination of the Pension Plan, the rights of each affected participant to benefits accrued to the date of such termination or partial termination, to the extent funded, are non-forfeitable.

16. Notwithstanding any other provisions of this Agreement, the maximum yearly Pension Benefit of a recipient may not, at any time within the limitation year (which shall be the calendar year), exceed the maximum permissible amount described in Section 415 of the Internal Revenue Code.

If the benefit a Participant would otherwise accrue for a limitation year produces an annual benefit in excess of the maximum permissible amount, the Participant's annual benefit will be reduced in accordance with Section 415 and the regulations thereunder so that the Participant's annual benefit equals the maximum amount payable under Section 415.

17. The compensation of any participant that may be taken into account in determining benefits on

benefit of any participant shall not exceed \$245,000 for a Plan Year or, if greater, the dollar limitation in effect under Section 401(a)(17) of the Internal Revenue Code.

18. a. A participant who is reemployed by the Company pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, codified at Chapter 43 of Title 38 of the United States Code, shall be treated as not having incurred a break in service with the Company by reason of such participant's period or periods of service in the armed forces of the United States. Each period served by a participant in the armed forces shall, upon reemployment, be deemed to constitute service with the Company for purposes of determining the non-forfeitability of benefits and the accrual of benefits under the Plan.

b. The Company upon reemploying a participant with respect to a period of service with the armed forces shall fund any obligation of the Plan to provide benefits for the participant in the same manner and to the same extent the allocation occurs for other participants during the period of service. For purposes of determining any obligation of the Plan, earnings and forfeitures shall not be included.

c. For purposes of computing the Company's liability to fund, the participant's earnings during the period of service in the armed forces shall be computed at the rate the participant would have received, but for the period of service in the armed forces, or, in the case that the determination of such rate is not reasonably certain, on the basis of the participant's average earnings during the twelve (12)-month period immediately preceding such period of service in the armed forces, or, if shorter, the period of employment immediately preceding such period.

d. Notwithstanding any provision of the

Plan to the contrary, if a participant dies while performing qualified military service (as defined in Section 414(u) of the Internal Revenue Code), effective January 1, 2007, the survivors of the participant will be entitled to any benefits provided under the Plan that such survivors would have been entitled to receive if the participant had resumed employment in accordance with Section E.18.a. of this Article II immediately prior to his death and, effective January 1, 2009, the survivors of such participant will be entitled to any benefits provided under the Plan that such survivors would have been entitled to receive if the participant had resumed employment in accordance with Section E.18.a. of this Article II immediately prior to his death, all additional benefit accruals and vesting service relating to periods of qualified military leave had been counted in determining such benefits, and the participant terminated employment on his actual date of death.

ARTICLE III - PRE-RETIREMENT SPOUSE'S BENEFIT

A. For the purpose of this Article, an active participant is one who has unbroken continuous service at the time of his death. Except as otherwise provided in a Qualified Domestic Relations Order, a surviving spouse of an active participant must have been married to the participant on the date of death, and such marriage must have been performed before proper civil or religious authority, or the participant must have submitted proof of a common-law marriage occurring prior to October 10, 1991, to the Administrator prior to the participant's death and such proof must be consistent with other declarations made by the participant to the Company concerning the participant's marital status. A surviving spouse must apply for the benefits payable under this Article III. The surviving spouse or beneficiary of a participant performing qualified mili-

tary service (as defined in Section 414(u) of the Internal Revenue Code) may be eligible for a benefit under this Article III in accordance with Section E.18.d. of Article II.

B. 1. Any participant who has completed at least fifteen (15) years of continuous service, shall have the Pension Benefits to which the participant may become entitled under Paragraphs 2, 3, 4, 5, or 6 of Section A of Article II, with the spouse of the participant as joint pensioner, under Section A, Paragraph 2.A., of Article IV. If such a participant dies before retirement, the surviving spouse of the participant will be entitled to a Pre-Retirement Survivor's Pension equal to the greater of:

a. one half (1/2) of the amount of the normal pension which would have been payable if the deceased active participant was eligible for and had retired on normal pension under Article II, Section A, Paragraph 1, on the date of his death or

b. \$200.

2. A participant who has attained age sixty-five (65) and whose continuous service has not been broken shall be deemed to have such Pre-Retirement Survivor's Pension, unless the participant and the participant's spouse revoke such coverage in writing.

C. 1. A Pre-Retirement Survivor's Pension shall be paid to the surviving spouse of an active participant who dies after completing five (5) years of continuous service and who is not eligible for the benefit described in Section B of this Article III.

2. The amount of the monthly Pre-Retirement Survivor's Pension payable to an eligible surviving spouse shall be the Survivor's Pension under Article

IV, Section A, computed as if the participant had retired on the day prior to death with the most favorable pension for which he was then eligible, or in the case of a participant who died prior to attainment of his earliest retirement age, as though he had attained his earliest retirement age on the day before the date of his death.

3. Provided that the spouse survives to the date of commencement of benefits, the first installment of the amount payable to the participant's spouse pursuant to this Section C of Article III shall be payable for the month next following the month (a) in which the participant's death occurs or (b) if later, the month in which the participant would have attained his earliest retirement eligibility, and the last installment shall be payable for the month in which the spouse's death occurs.

D. 1. A Pre-Retirement Survivor's Pension shall be paid to the surviving spouse of a participant who dies with eligibility for a Deferred Vested Pension. The surviving spouse must have been married to the participant on the date of death.

2. The amount of the monthly Pre-Retirement Survivor's Pension payable to an eligible surviving spouse shall be the Survivor's Pension under Article IV, Section B, computed as if the participant had retired on the day prior to death with the most favorable pension for which he was then eligible, or in the case of a participant who died prior to attainment of his earliest retirement age, as though he had attained his earliest retirement age on the day before the date of his death.

3. If a participant eligible for a Deferred Vested Pension and the participant's spouse had not waived the Pre-Retirement Survivor's Pension under this

Section D in prior Pension Agreements, the actuarial adjustments and adverse selection changes associated with the Pre-Retirement Survivor's Pension shall be eliminated and the full Pension Benefit restored for participants retiring on or after January 1, 2010.

4. Provided that the spouse survives to the date of commencement of benefits, the first installment of the amount payable to the participant's spouse pursuant to this Section D shall be payable for the month next following the month (a) in which the participant's death occurs or (b) if later, the month in which the participant would have attained his earliest retirement eligibility, and the last installment shall be payable for the month in which the spouse's death occurs.

E. Attached hereto are tables of percentages under Article III which the Administrator will put into effect as of the present time.

ARTICLE IV - POST-RETIREMENT JOINT AND SURVIVOR PENSIONS

A. TYPES OF JOINT AND SURVIVOR PENSIONS

1. Subject to the provisions of this Article IV, a recipient may elect to have a reduced pension paid to the recipient during his or her life in order to provide for payments being continued after the recipient's death to the recipient's spouse or to a named beneficiary during the latter's lifetime. Except as otherwise provided by a Qualified Domestic Relations Order, a surviving spouse must have been married to the recipient at the date of retirement and the date of death and such marriage must have been performed before proper civil or religious authority, or the recipient must have submitted proof of a common-law marriage occurring prior to October 10, 1991, to the Administrator

prior to the recipient's retirement and such proof must be consistent with other declarations made by the recipient to the Company concerning the recipient's marital status. Only one of the Joint and Survivor's Pensions provided by this Article IV may be elected by any recipient to be effective at any time.

2. The types of Joint and Survivor Pensions which a recipient may elect are as follows:

A. An actuarially reduced pension, computed on the basis of the ages of the recipient and spouse as of the date of retirement, for the life of the recipient, with a Survivor Pension, payable monthly, for the life of the recipient's spouse equal to one half (1/2) of the monthly pension;

B. A reduced pension for the recipient upon retirement so that the spouse of the recipient after his death may receive a monthly pension equivalent to twenty-five percent (25%), seventy-five percent (75%) (the "Optional Joint and Survivor Pension"), or one hundred percent (100%) of the monthly pension paid him during his lifetime;

C. A reduced pension for the recipient upon retirement so that the named beneficiary of the recipient after his death may receive a monthly pension equivalent to twenty-five percent (25%), fifty percent (50%), seventy-five percent (75%), or one hundred percent (100%) of the monthly pension paid to him during his lifetime; provided, however, that a recipient's spouse may not be named beneficiary under this Option C; or

D. A pension for the recipient with eligibility for a pension other than a Deferred Vested Pension, upon retirement, unreduced, except for any applicable actuarial adjustments and the cost of any

benefits provided under Article III, so that the surviving spouse may receive a monthly pension equivalent to the greater of one half (1/2) of the amount of the monthly pension which was paid to him during his lifetime excluding therefrom any Supplementary Pension Benefit payable under Article II, Section E, Paragraphs 1.d., e., and f., if applicable, or \$200. A surviving spouse must have been married to the recipient at the date of retirement and the date of death and such marriage must have been performed before proper civil or religious authority, or the recipient must have submitted proof of a common-law marriage to the Administrator prior to the recipient's retirement and such proof must be consistent with other declarations made by the recipient to the Company concerning the recipient's marital status. For purposes of this Option D, a surviving spouse must qualify as a widow or widower according to the requirements of the Federal Social Security Law (except that where said law requires reference to the law of the District of Columbia, the law applicable shall be the law of the State of Ohio). When the surviving spouse first becomes, or upon proper application and diligent prosecution would become, entitled to a Widow's or Widower's Benefit under the Federal Social Security Law, the pension shall thereafter be reduced by fifty percent (50%) of such Widow's or Widower's Social Security Benefits; but the pension shall not be reduced to an amount below \$150 per month. A widow or widower who is not eligible for such Social Security Benefit shall, for purposes of this provision, be deemed to be so eligible.

3. An election or revocation under this Article IV shall be in writing, signed by the recipient on forms provided by the Administrator, and shall specify, among other things, which of such options he thereby elects and shall name the beneficiary of such recipient. Except as otherwise provided herein, such election shall be deemed to be made at the time when it

shall be delivered to the Administrator.

4. In the case of any form of Joint and Survivor Pension under this Article IV, the last monthly payment for the recipient shall be payable to said recipient, named beneficiary, or personal representative for the month in which the death of said recipient shall occur; and the first monthly payment that shall be payable to the beneficiary shall be payable during the month next following the month for which the last payment is made to the recipient who has died, and the last monthly payment shall be payable to the legal representative of such deceased beneficiary for the month in which such beneficiary shall die. A beneficiary must apply for the benefits payable under this Article IV.

5. Anything in this Article IV to the contrary notwithstanding, if after the retirement of a recipient who shall have elected any of the above Joint and Survivor Pensions an event shall occur that would have changed the monthly amount of the net pension that would have been payable to him under this Agreement, if he had not elected such Joint and Survivor Pension, then the reduced amount of the net pension that shall be payable to him pursuant to the Joint and Survivor Pension which he shall have elected and the amount of the payments that shall be made to his surviving spouse or named beneficiary after the death of such recipient shall be adjusted by the Administrator in order to reflect the change.

6. The Administrator shall determine the mortality tables and interest rates to be used in the computations of actuarial equivalents to be made for the purposes of this Article IV in accordance with the advice of an actuary of its election which shall remain in effect during the term of this Agreement.

The tables of percentages which shall be

used to calculate the pensions in this Article IV are attached. Using these tables, the pensions payable under this Article shall be calculated in the following manner:

(1) A recipient's monthly pension amount shall be calculated pursuant to the applicable paragraphs of Section E of Article II.

(2) The monthly pension amount shall then be multiplied by a fraction, the numerator of which is the number of years (in fractions thereof calculated to the nearest month) of the recipient's continuous service prior to August 1, 1983, and the denominator of which is the number of years (in fractions thereof calculated to the nearest month) of the recipient's total continuous service. The resulting product shall then be multiplied by the appropriate percentage under the table applicable to service prior to August 1, 1983.

(3) The monthly pension amount shall then be multiplied by a fraction, the numerator of which is the number of years (in fractions thereof calculated to the nearest month) of the recipient's continuous service on or after August 1, 1983, and the denominator of which is the number of years (in fractions thereof calculated to the nearest month) of the recipient's total continuous service. The resulting product shall then be multiplied by the appropriate percentage under the table applicable to service on or after August 1, 1983.

(4) The sum of the calculations in (2) and (3) shall be the monthly pension payable under this Article.

7. Anything in this Article IV to the contrary notwithstanding, if a recipient returns to the employment of the Company after retirement and accrues additional Pension Benefits, the recipient, regardless

of the recipient's age at either retirement, shall have the opportunity at the time of the subsequent retirement to make an election under this Article IV relative to the additional Pension Benefits. If the recipient dies during the period of reemployment, the additional Pension Benefits will be paid pursuant to the benefit election made by the recipient at the time of his original retirement.

B. JOINT AND SURVIVOR PENSION WITH RECIPIENT'S SPOUSE

1. If a recipient qualifying for the payment of Pension Benefits hereunder is married, as of the date pension payments begin, the recipient will be deemed to elect to have such benefits paid in the form of a Joint and Survivor Pension, with the spouse of the recipient as joint pensioner, under Section A, Paragraph 2.A., of this Article IV (which benefit shall be the statutory qualified joint and survivor annuity); provided that the recipient may revoke such election during a period of one hundred eighty (180) days prior to the date Pension Benefits begin (or such other time as may be prescribed by regulations issued pursuant to the Employee Retirement Income Security Act of 1974 or the Retirement Equity Act of 1984) and elect either to take an Optional Joint and Survivor Pension, with the spouse of the recipient as joint pensioner, under Section A, Paragraph 2.B., of this Article IV (which benefit shall be the statutory optional joint and survivor annuity), or to take an unreduced pension during his lifetime, with no Survivor's Pension under this Article IV, or to take one of the optional types of Joint and Survivor Pensions described in Section A, Paragraphs 2.B., C., and D., of this Article IV. The Administrator shall provide to each recipient within a reasonable period of time before the date pension payments begin a written explanation of:

- (a) The terms and conditions of the Joint

and Survivor Pension and the Optional Joint and Survivor Pension;

- (b) The recipient's right to make, and the effect of, an election to waive the Joint and Survivor Pension;
- (c) The rights of the recipient's spouse, and
- (d) The right to make, and the effect of, a revocation of an election.

A revocation under this Section B, Paragraph 1, shall not take effect unless the spouse of the recipient consents in writing to such revocation, and the spouse's consent acknowledges the effect of such revocation and is witnessed by the Administrator or a notary public and the consent designates an alternate form of benefits, and if applicable, a specific beneficiary who will receive the benefit, which designations may not be changed without spousal consent. The revocation may also take effect if it is established to the satisfaction of the Administrator that the consent required of the spouse may not be obtained because there is no spouse, because the spouse cannot be located, or because of such other circumstances as the Secretary of the Treasury may by regulations prescribe. Any consent by a spouse (or establishment that the consent of a spouse may not be obtained) shall be effective only with respect to such spouse. A recipient and a recipient's spouse may elect to revoke their decision not to take a qualified Joint and Survivor Benefit or choose again to take a qualified Joint and Survivor Benefit at any time and any number of times within the applicable election period. Any revocation of election of the Joint and Survivor Pension shall be executed on the form prescribed for this purpose by the Administrator and shall be deemed to be duly filed when received by the Administrator.

2. If a recipient qualifying for the payment of

Pension Benefits hereunder is not married, the recipient will be deemed to elect to have such benefits paid in the form of a single life annuity, provided that the recipient may revoke such election during a period of one hundred eighty (180) days prior to the date pension payments begin (or such other time as may be prescribed by regulations issued pursuant to the Employee Retirement Income Security Act of 1974 or the Retirement Equity Act of 1984) and elect to take one of the optional types of Joint and Survivor Pensions described in Section A, Paragraph 2.C., of this Article IV. A recipient may elect to revoke his decision not to take a single life annuity at any time and any number of times within the applicable election period. Any revocation or election of a single life annuity shall be executed on the form prescribed for this purpose by the Administrator and shall be deemed to be duly filed when received by the Administrator.

C. OTHER OPTIONAL PENSIONS

1. The amount of the reduced pension, under either Option B or C, of Section A, Paragraph 2, of this Article IV, shall be actuarially determined by the Administrator with advice from actuaries employed by the Administrator. Attached hereto are tables of percentages under Option B and C, respectively, which the Administrator will put into effect as of the present time.

2. In the event that a recipient elects to have payments made under either Option B, C, or D, the first monthly installment, which shall be payable to such recipient, shall be paid commencing with the first month following the month in which the recipient retires and is entitled to a regular monthly pension.

3. Any election of Option C by a recipient may be revoked at any time and any number of times prior

to retirement; provided, that any such election made more than one hundred eighty (180) days before the commencement of pension payments shall not be effective if the recipient is married at the time he or she qualifies for the immediate payment of a pension, unless the recipient has also made an election, within one hundred eighty (180) days prior to the date pension payments commence, not to take the Joint and Survivor Pension under Section A, Paragraph 2.A., of this Article IV. The revocation of an election shall not, in any case, require the consent of the named beneficiary.

4. If a recipient shall have elected either Option B, C, or D and shall die prior to his retirement from the service of the Company, such election shall cease to be of any effect and the beneficiary named in such election shall not be entitled to any payments under this Agreement, except as provided in Article III.

5. If a recipient shall have elected either Option B, C, or D and the beneficiary named in such election shall die prior to the date the recipient retires, that election of such recipient shall cease to be of any effect.

6. If a recipient shall have elected either Option B, C, or D and the beneficiary named in his election shall die after such recipient shall have retired and become a recipient but prior to the death of such recipient, such recipient shall continue to receive monthly installments in an amount in accordance with such option.

7. If a recipient shall have elected either Option B, C, or D and if, in accordance with the provisions of this Article IV, his election thereof shall have ceased to be of any effect by reason of revocation or otherwise, then he shall be deemed to be in the same position

as a recipient who shall not have elected any of such options.

8. If a recipient shall have elected Option A, and the spouse named in his election shall die after such recipient shall have retired and become a recipient, but prior to the death of such recipient, the election shall cease to have any effect on the monthly installments in the month following the death of the spouse.

D. FIVE YEAR CERTAIN BENEFIT

1. Notwithstanding anything contained in this Article IV to the contrary, any recipient who retires on other than a Deferred Vested Pension under Article II, Section A.6., on or after January 1, 2010, will be entitled to receive the benefits described in Paragraph 2 below for a five (5)-year period commencing with the first monthly pension payment under this Agreement. Notwithstanding anything contained in this Article IV to the contrary, the surviving spouse or other co-pensioner of an active participant who dies on or after January 1, 2010, while accruing continuous service with thirty (30) or more years of continuous service as of the date of death, will be entitled to receive the benefits described in Paragraph 3 below for a five (5)-year period commencing with the month after the month of the participant's death.

2. For any month which is prior to both (a) the end of the five (5)-year period described in Paragraph 1 above and (b) the month following the month in which the recipient's death occurs, the monthly pension payment otherwise payable to the recipient for such month shall be increased to the extent necessary so that the total amount payable to the recipient shall not be less than the recipient's monthly pension, as determined in accordance with Article II, Section E, unreduced by any actuarial adjustment for the benefit option elected by the recipient.

3. For any month which is both (a) prior to the end of the five (5)-year period described in Paragraph 1 above and (b) after the month in which the recipient's death occurs, the monthly pension payment otherwise payable to the recipient's surviving spouse or other co-pensioner under this Article IV shall be increased to the extent necessary so that the total amount payable to the recipient's surviving spouse or other co-pensioner shall not be less than the recipient's monthly pension, as determined in accordance with Article II, Section E, unreduced by any actuarial adjustment for the benefit option elected by the recipient under Article IV but reduced in accordance with Article III, if applicable. In the event that the recipient has not elected a co-pensioner option, the monthly pension payable under this Paragraph shall be paid to the recipient's beneficiary and shall not be less than the recipient's monthly pension determined under Paragraph 2 above.

4. Any recipient may, in accordance with the provisions of the preceding paragraphs and on a form prescribed for such purpose by the Administrator, designate a beneficiary in the event of the death of the recipient's surviving spouse or other co-pensioner, or change such beneficiary designation at any time prior to the recipient's death, provided that any change of beneficiary cannot terminate the rights of the recipient's surviving spouse to a benefit under Section B of this Article IV. Any beneficiary designation shall be deemed to be effective when it shall have been received by the Administrator. In the event there is no surviving beneficiary, the benefit will be paid to the recipient's estate.

5. In the event a recipient who is eligible to retire on other than a Deferred Vested Pension under Article II, Section A.6., applies to retire during any calendar month and then dies in the month in which his retire-

ment would otherwise have occurred and while such application is pending, the benefit provided under this Section D will be paid as if the recipient had survived until such requested retirement date.

ARTICLE V - ADMINISTRATION OF PENSION FUND

A. PLAN ADMINISTRATION

1. The Pension Fund heretofore and hereafter established by the Company shall be administered by the Company or by a trust company or insurance company to be selected by the Company and referred to in this Agreement as "Administrator" or "Pension Administrator". The Administrator shall have the authority to establish and promulgate all reasonable rules and regulations for the proper administration of the Pension Fund.

2. The aggregate of the amount of moneys that shall have been paid into the Pension Fund established in accordance with the provisions of the Plan for any year during the term of the Agreement and of the moneys that were paid into such Pension Fund for previous years shall not be less than an amount, which on a sound actuarial basis shall be estimated to be sufficient to pay the pensions, which shall have been granted hereunder during such year and during such previous years.

3. The Administrator shall receive the applications for pensions filed hereunder and shall make the primary determination of eligibility for Pension Benefits and the amount thereof and shall make all pension payments provided hereunder and receive all inquiries, complaints, and objections relative thereto.

4. The Pension Plan established by this Agree-

ment is maintained for the exclusive benefit of participants, recipients, and beneficiaries and the Plan's terms, including those relating to coverage and benefits, are legally enforceable. The Plan shall be administered in accordance with all applicable state and federal laws and regulations.

5. As required by the Pension Protection Act of 2006, participants and surviving spouses receiving eligible rollover distributions from the Plan shall have the option to roll over such distributions directly to either a Roth IRA or a traditional IRA.

B. NAMED FIDUCIARY

The Company shall be named fiduciary of the Pension Plan established by this Agreement.

C. AUDIT OF PENSION FUND

The Pension Fund shall be audited annually by a qualified firm of public accountants selected by the Company, and a Summary Annual Report based on such annual audit shall be furnished by the Company to each employee covered by this Plan, to each beneficiary receiving benefits under this Plan, and, concurrently with distribution to employees and beneficiaries, to the Union.

D. ADDITIONAL INFORMATION AS TO PENSION FUND

The Company agrees to arrange to have the Administrator furnish the following additional items of information to the Union:

Information designated as annual shall be furnished (1) to the District Director at Columbus, Ohio, in five (5) copies, (2) effective as of December 31 of

the years in which this Agreement is in effect, and (3) within one hundred twenty (120) days from the 31st day of December of the years in which this Agreement is in effect. Information designated as current shall be supplied to the Local Union President of the Local Union covering the bargaining unit in which the employee who has filed the application for a pension was working. Such information shall be submitted within five (5) days following the date of the denial of such an application.

1. Annual Information

a. Name of trustee.

b. Actuarial assumptions being used as to (1) interest rate, (2) mortality tables used for Retirement and Disability Pensions, (3) setback for female employees, and (4) factor used by actuary for employees who are separated without pension.

c. Average number of employees in each unit covered by the Plan.

d. List of pensions which became effective during preceding year showing:

- (1) Serial number, badge number, name, and address of recipient.
- (2) Sex.
- (3) Date of birth.
- (4) Date hired.
- (5) Date pension began.
- (6) Accredited service.

(7) Total earnings in last two hundred sixty (260) bi-weekly pay periods.

(8) Total amount of pension.

e. Financial information.

(1) Assets of fund at beginning of year.

(2) Receipts. Company contributions, during year, broken down for past service and current service.

(3) Net amount of income for year.

(4) Net amount of disbursements by each type of pension.

(5) Assets of fund at end of year.

2. Current Information

Denial cases showing applications filed by participants, recipients, and beneficiaries and denials of applications by Administrator.

E. CLAIMS PROCEDURES AND SETTLEMENT OF DISPUTES

1. a. The Administrator will make all determinations as to the right of any persons to benefits under the Agreement in accordance with the governing Agreement documents and will ensure that Agreement's provisions are applied consistently with respect to similarly situated claimants. Any denial by the Administrator of a claim for benefits under the Agreement by a claimant, which may be a participant, beneficiary, or recipient, will be stated in writing by the Administrator and delivered or mailed to the claimant

within a reasonable period of time, but not later than ninety (90) days after receipt of the claim, unless the Administrator determines that special circumstances require an extension of time for processing the claim. Written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90)-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Administrator expects to render the benefit determination, which cannot exceed a period of ninety (90) days from the end of the initial period.

b. In the case of a claim for disability benefits, the Administrator shall notify the claimant in accordance with the above Paragraph a. of the Administrator's adverse benefit determination within a reasonable period of time, but not later than forty-five (45) days after receipt of the claim. This period may be extended by the Administrator for up to thirty (30) days, provided that the Administrator both determines that such an extension is necessary due to matters beyond the control of the Administrator and notifies the claimant, prior to the expiration of the initial forty-five (45)-day period, of the circumstances requiring the extension of time and the date by which the Pension Plan expects to render a decision. If, prior to the end of the first thirty (30)-day extension period, the Administrator determines that, due to matters beyond the control of the Administrator, a decision cannot be rendered within that extension period, the period of making the determination may be extended for up to an additional thirty (30) days, provided that the Administrator notifies the claimant, prior to the expiration of the first thirty (30)-day extension period, of the circumstances requiring the extension and the date as of which the Administrator expects to render a decision. In the case of any extension under this Paragraph, the notice of extension shall specifically explain the

standard on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant shall be afforded at least forty-five (45) days within which to provide the specified information.

c. Manner and Content of Notification of Benefit Determination. The Administrator shall provide a claimant with written or electronic notification of any adverse benefit determination. The notification shall set forth in a manner calculated to be understood by the claimant:

(1) The specific reason or reasons for the adverse determination;

(2) Reference to the specific Agreement provisions on which the determination is based;

(3) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;

(4) A description of the Agreement's grievance and arbitration procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review;

(5) In the case of an adverse benefit determination involving disability benefits, if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a

copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request.

2. If any dispute shall arise between any recipient, participant, or beneficiary applying for a pension and the Administrator, or between any recipient, participant, or beneficiary applying for a pension and the Company, as to such recipient's, participant's or beneficiary's entitlement to a pension or Supplemental Retirement Pay or the amount of his pension or Supplemental Retirement Pay, such dispute may be disposed of in the manner provided for in the Adjustment of Grievances commencing with the last step in the grievance procedure preceding arbitration of the collective bargaining agreement in effect at the time such action is taken, provided that the Company may delegate to the Administrator authority and responsibility to take the place of the Company in such proceedings. Any participant, beneficiary, or recipient who wishes to submit such a dispute to such step of the grievance procedure must have a notice of his intention to do so filed by the Representative of the International Union with the Administrator postmarked within sixty (60) days from the date of the notice to him of the action to which he objects. The participant, beneficiary, or recipient shall state clearly and concisely, in such notice of his intention to submit such dispute to such step of the grievance procedure, all facts which are the basis of his grievance; and if he claims that any Article or Articles of this Agreement are involved, he shall specify such Article or Articles. The notice from the Administrator shall advise such participant, beneficiary, or recipient of his right to submit such dispute to such step of the grievance procedure within said time.

3. The arbitrator, in deciding any such dispute and only insofar as necessary to decide such dispute, shall have authority only to interpret and apply the provisions of this Agreement to the facts as pre-

sented in evidence to him, but he shall not have the authority to add to or subtract from or, in any way, to alter or amend any of such provisions. The decision of the arbitrator on such dispute, which shall properly have been referred to him, shall be final and binding upon the Company, the Union, recipient, participant, or beneficiary, and the Administrator, unless said decision was procured or induced by corruption, fraud, or undue means or was beyond the scope of the arbitrator's authority herein provided.

If no appeal to arbitration is taken in accordance with Section E hereof from any decision of the Administrator either awarding or denying a pension under this Agreement, or modifying or reversing any earlier decision awarding or denying such pension, such decision of the Administrator shall be final and binding upon said participant, beneficiary, or recipient, or any person on his behalf, and upon the Union.

ARTICLE VI - EFFECTIVE AND TERMINATION DATES

A. This 2009 Pension Agreement shall be effective on January 1, 2010, at 12:01 a.m., except as herein-after provided, and shall supersede the 2005 Pension Agreement between the parties.

B. No provision in this Agreement shall be considered as having any retroactive effect, unless it is clearly so stated.

C. This Agreement shall continue in full force and effect until 12:01 a.m., January 1, 2014, and for yearly periods thereafter, unless either party shall notify the other party in writing not less than sixty (60) days before any termination date of the 2009 Basic Labor Agreement between the parties of such party's desire to commence negotiations for a new Agreement.

D. Negotiations for a new Pension Agreement shall be carried on concurrently with negotiations for a Basic Labor Agreement to replace the 2009 Basic Labor Agreement.

E. In the event of a strike at the termination of the 2009 Basic Labor Agreement, the operation of this Pension Agreement shall not be suspended during the period of such strike until the termination date of this Pension Agreement.

F. In the event that no agreement is reached on a new Pension Agreement by 12:01 a.m., September 30, 2013, the Union shall not be bound by its no-strike pledge contained in the Basic Labor Agreement then in effect between the parties.

G. The no-strike clause contained in the Basic Labor Agreement between the parties then in effect shall be applicable to this Pension Agreement, except as hereinabove provided.

H. Except as provided above, there shall be no strikes by reason of disputes under this Pension Agreement during the term of this Agreement.

THE TIMKEN COMPANY

Alan C. Oberster
VP – Environmental, Health &
Safety and Chief Negotiator

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION**

Leo W. Gerard
International President

Stan Johnson
International Secretary-Treasurer

Thomas M. Conway
International Vice President, Administration

Fred Redmond
International Vice President, Human Affairs

Carol Landry
International Vice President At Large

David R. McCall
District 1 Director

Dennis Brommer
Sub District Director

Joseph Holcomb
Staff Representative

Joseph M. Hoagland
President - Local 1123

Paul E. Muller
Vice President - Local 1123

Robert B. Seward
Negotiator – Canton Bearing Plant
Local 1123

William H. Crawford
Negotiator – Gambrinus Bearing Plant
Local 1123

Ronald J. Roberts
Negotiator – Faircrest Steel Plant
Local 1123

Michael L. Poole
Negotiator – Gambrinus Steel Plant
Local 1123

William F. Webler
Negotiator – Harrison Steel Plant
Local 1123

