

Form 5500 Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	Annual Return/Report of Employee Benefit Plan This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6047(e), 6057(b), and 6058(a) of the Internal Revenue Code (the Code). <p style="text-align: center;">▶ Complete all entries in accordance with the instructions to the Form 5500.</p>	OMB Nos. 1210-0110 1210-0089 2011 This Form is Open to Public Inspection
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Part I	Annual Report Identification Information
For calendar plan year 2011 or fiscal plan year beginning <u>01/01/2011</u> and ending <u>12/31/2011</u>	
A This return/report is for:	☐ a multiemployer plan; ☐ a multiple-employer plan; or ☒ a single-employer plan; ☐ a DFE (specify) ____
B This return/report is:	☐ the first return/report; ☐ the final return/report; ☒ an amended return/report; ☐ a short plan year return/report (less than 12 months).
C If the plan is a collectively-bargained plan, check here.	☐
D Check box if filing under:	☒ Form 5558; ☐ automatic extension; ☐ the DFVC program; ☐ special extension (enter description)

Part II	Basic Plan Information —enter all requested information		
1a Name of plan <u>INVENSYS PENSION PLAN</u> 2a Plan sponsor's name and address, including room or suite number (Employer, if for single-employer plan) <u>INVENSYS INC.</u> <u>33 COMMERCIAL STREET B51-2C</u> <u>FOXBORO, MA 02035-2525</u>	1b Three-digit plan number (PN) ▶	<u>003</u>	
	1c Effective date of plan	<u>05/30/1970</u>	
	2b Employer Identification Number (EIN)	<u>04-3387605</u>	
	2c Sponsor's telephone number	<u>508-549-6899</u>	
	2d Business code (see instructions)	<u>339900</u>	

Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

SIGN HERE	Filed with authorized/valid electronic signature.	10/12/2012	TINA LALIBERTE
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE	Filed with authorized/valid electronic signature.	10/12/2012	TINA LALIBERTE
	Signature of employer/plan sponsor	Date	Enter name of individual signing as employer or plan sponsor
SIGN HERE			
	Signature of DFE	Date	Enter name of individual signing as DFE

For Paperwork Reduction Act Notice and OMB Control Numbers, see the instructions for Form 5500.

Form 5500 (2011)
v.012611

3a Plan administrator's name and address (if same as plan sponsor, enter "Same") ADMINISTRATIVE COMMITTEE C/O INVENSYS INC. 33 COMMERCIAL STREET B51-2C FOXBORO, MA 02035-2525	3b Administrator's EIN 04-3387605 3c Administrator's telephone number 508-549-6899
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4 If the name and/or EIN of the plan sponsor has changed since the last return/report filed for this plan, enter the name, EIN and the plan number from the last return/report: a Sponsor's name	4b EIN 4c PN
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5 Total number of participants at the beginning of the plan year	5	37412
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6 Number of participants as of the end of the plan year (welfare plans complete only lines 6a , 6b , 6c , and 6d).		
a Active participants.....	6a	1901
b Retired or separated participants receiving benefits.....	6b	17199
c Other retired or separated participants entitled to future benefits.....	6c	14688
d Subtotal. Add lines 6a , 6b , and 6c	6d	33788
e Deceased participants whose beneficiaries are receiving or are entitled to receive benefits.....	6e	2539
f Total. Add lines 6d and 6e	6f	36327
g Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item).....	6g	
h Number of participants that terminated employment during the plan year with accrued benefits that were less than 100% vested.....	6h	1

7 Enter the total number of employers obligated to contribute to the plan (only multiemployer plans complete this item)	7	
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8a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristic Codes in the instructions:

1A 1G

b If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristic Codes in the instructions:

9a Plan funding arrangement (check all that apply)	9b Plan benefit arrangement (check all that apply)
(1) ☐ Insurance	(1) ☐ Insurance
(2) ☐ Code section 412(e)(3) insurance contracts	(2) ☐ Code section 412(e)(3) insurance contracts
(3) ☒ Trust	(3) ☒ Trust
(4) ☐ General assets of the sponsor	(4) ☐ General assets of the sponsor

10 Check all applicable boxes in 10a and 10b to indicate which schedules are attached, and, where indicated, enter the number attached. (See instructions)

a Pension Schedules

- (1)** ☒ **R** (Retirement Plan Information)
(2) ☐ **MB** (Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information) - signed by the plan actuary
(3) ☒ **SB** (Single-Employer Defined Benefit Plan Actuarial Information) - signed by the plan actuary

b General Schedules

- (1)** ☒ **H** (Financial Information)
(2) ☐ **I** (Financial Information – Small Plan)
(3) ☐ **A** (Insurance Information)
(4) ☐ **C** (Service Provider Information)
(5) ☒ **D** (DFE/Participating Plan Information)
(6) ☐ **G** (Financial Transaction Schedules)

SCHEDULE SB (Form 5500) Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	Single-Employer Defined Benefit Plan Actuarial Information This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6059 of the Internal Revenue Code (the Code). ▶ File as an attachment to Form 5500 or 5500-SF.	OMB No. 1210-0110 2011 This Form is Open to Public Inspection
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For calendar plan year 2011 or fiscal plan year beginning 01/01/2011 and ending 12/31/2011

▶ **Round off amounts to nearest dollar.**

▶ **Caution:** A penalty of \$1,000 will be assessed for late filing of this report unless reasonable cause is established.

A Name of plan <u>INVENSYS PENSION PLAN</u>	B Three-digit plan number (PN) ▶ <u>003</u>
C Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF <u>INVENSYS INC.</u>	D Employer Identification Number (EIN) <u>04-3387605</u>
E Type of plan: ☒ Single ☐ Multiple-A ☐ Multiple-B	F Prior year plan size: ☐ 100 or fewer ☐ 101-500 ☒ More than 500

Part I	Basic Information
1	Enter the valuation date: Month <u>01</u> Day <u>01</u> Year <u>2011</u>
2	Assets:
a	Market value 2a <u>1377400756</u>
b	Actuarial value 2b <u>1377400756</u>
3	Funding target/participant count breakdown:
	(1) Number of participants (2) Funding Target
a	For retired participants and beneficiaries receiving payment 3a <u>19182</u> <u>897960604</u>
b	For terminated vested participants 3b <u>16234</u> <u>406658821</u>
c	For active participants:
(1)	Non-vested benefits 3c(1) <u>2164780</u>
(2)	Vested benefits 3c(2) <u>168105587</u>
(3)	Total active 3c(3) <u>1996</u> <u>170270367</u>
d	Total 3d <u>37412</u> <u>1474889792</u>
4	If the plan is in at-risk status, check the box and complete lines (a) and (b) ☐
a	Funding target disregarding prescribed at-risk assumptions 4a
b	Funding target reflecting at-risk assumptions, but disregarding transition rule for plans that have been in at-risk status for fewer than five consecutive years and disregarding loading factor 4b
5	Effective interest rate 5 <u>6.24 %</u>
6	Target normal cost 6 <u>6203604</u>

Statement by Enrolled Actuary

To the best of my knowledge, the information supplied in this schedule and accompanying schedules, statements and attachments, if any, is complete and accurate. Each prescribed assumption was applied in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer my best estimate of anticipated experience under the plan.

SIGN HERE	<u>10/04/2012</u>
Signature of actuary	Date
<u>BERNARD H. FRIEDMAN</u>	<u>11-03237</u>
Type or print name of actuary	Most recent enrollment number
<u>MERCER</u>	<u>617-747-9639</u>
Firm name	Telephone number (including area code)
<u>99 HIGH STREET</u> <u>BOSTON, MA 02110</u>	
Address of the firm	

If the actuary has not fully reflected any regulation or ruling promulgated under the statute in completing this schedule, check the box and see instructions ☐

For Paperwork Reduction Act Notice and OMB Control Numbers, see the instructions for Form 5500 or 5500-SF.

Schedule SB (Form 5500) 2011
v.012611

Part II Beginning of year carryover and prefunding balances		
	(a) Carryover balance	(b) Prefunding balance
7 Balance at beginning of prior year after applicable adjustments (line 13 from prior year)	0	0
8 Portion elected for use to offset prior year's funding requirement (line 35 from prior year)	0	0
9 Amount remaining (line 7 minus line 8)	0	0
10 Interest on line 9 using prior year's actual return of _____ %		
11 Prior year's excess contributions to be added to prefunding balance:		
a Present value of excess contributions (line 38 from prior year)		0
b Interest on (a) using prior year's effective rate of <u>6.55</u> % except as otherwise provided (see instructions)		0
c Total available at beginning of current plan year to add to prefunding balance		0
d Portion of (c) to be added to prefunding balance		0
12 Other reductions in balances due to elections or deemed elections	0	0
13 Balance at beginning of current year (line 9 + line 10 + line 11d – line 12)	0	0

Part III Funding percentages		
14 Funding target attainment percentage	14	93.39 %
15 Adjusted funding target attainment percentage	15	93.39 %
16 Prior year's funding percentage for purposes of determining whether carryover/prefunding balances may be used to reduce current year's funding requirement	16	86.73 %
17 If the current value of the assets of the plan is less than 70 percent of the funding target, enter such percentage	17	%

Part IV Contributions and liquidity shortfalls					
18 Contributions made to the plan for the plan year by employer(s) and employees:					
(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees	(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees
04/15/2011	6638500		09/14/2012	3655124	
07/15/2011	6638500				
10/14/2011	3434815				
01/13/2012	5570605				
04/13/2012	6189561				
07/13/2012	6189561				
			Totals ►	18(b)	38316666
				18(c)	0

19 Discounted employer contributions – see instructions for small plan with a valuation date after the beginning of the year:		
a Contributions allocated toward unpaid minimum required contributions from prior years	19a	0
b Contributions made to avoid restrictions adjusted to valuation date	19b	0
c Contributions allocated toward minimum required contribution for current year adjusted to valuation date	19c	36127918
20 Quarterly contributions and liquidity shortfalls:		
a Did the plan have a "funding shortfall" for the prior year? ☒ Yes ☐ No		
b If 20a is "Yes," were required quarterly installments for the current year made in a timely manner? ☒ Yes ☐ No		
c If 20a is "Yes," see instructions and complete the following table as applicable:		

Liquidity shortfall as of end of quarter of this plan year			
(1) 1st	(2) 2nd	(3) 3rd	(4) 4th
0	0	0	0

Part V Assumptions used to determine funding target and target normal cost

21 Discount rate:				
a Segment rates:	1st segment: 3.78%	2nd segment: 6.31%	3rd segment: 6.57 %	☐ N/A, full yield curve used
b Applicable month (enter code)				21b 4
22 Weighted average retirement age				22 64
23 Mortality table(s) (see instructions) ☐ Prescribed - combined ☒ Prescribed - separate ☐ Substitute				

Part VI Miscellaneous items

24 Has a change been made in the non-prescribed actuarial assumptions for the current plan year? If "Yes," see instructions regarding required attachment.	☒ Yes ☐ No
25 Has a method change been made for the current plan year? If "Yes," see instructions regarding required attachment.	☒ Yes ☐ No
26 Is the plan required to provide a Schedule of Active Participants? If "Yes," see instructions regarding required attachment.....	☒ Yes ☐ No
27 If the plan is eligible for (and is using) alternative funding rules, enter applicable code and see instructions regarding attachment.....	27

Part VII Reconciliation of unpaid minimum required contributions for prior years

28 Unpaid minimum required contributions for all prior years	28	0
29 Discounted employer contributions allocated toward unpaid minimum required contributions from prior years (line 19a).....	29	0
30 Remaining amount of unpaid minimum required contributions (line 28 minus line 29)	30	0

Part VIII Minimum required contribution for current year

31 Target normal cost and excess assets (see instructions):												
a Target normal cost (line 6)	31a	6203604										
b Excess assets, if applicable, but not greater than 31a	31b	0										
32 Amortization installments:	<table border="1"> <tr> <td></td> <td>Outstanding Balance</td> <td>Installment</td> </tr> <tr> <td>a Net shortfall amortization installment</td> <td>97489036</td> <td>18554640</td> </tr> <tr> <td>b Waiver amortization installment</td> <td></td> <td></td> </tr> </table>				Outstanding Balance	Installment	a Net shortfall amortization installment	97489036	18554640	b Waiver amortization installment		
	Outstanding Balance	Installment										
a Net shortfall amortization installment	97489036	18554640										
b Waiver amortization installment												
33 If a waiver has been approved for this plan year, enter the date of the ruling letter granting the approval (Month _____ Day _____ Year _____) and the waived amount	33											
34 Total funding requirement before reflecting carryover/prefunding balances (lines 31a - 31b + 32a + 32b - 33)...	34	24758244										
	Carryover balance	Prefunding balance	Total balance									
35 Balances elected for use to offset funding requirement.....	0	0	0									
36 Additional cash requirement (line 34 minus line 35)	36	24758244										
37 Contributions allocated toward minimum required contribution for current year adjusted to valuation date (line 19c)	37	36127918										
38 Present value of excess contributions for current year (see instructions)												
a Total (excess, if any, of line 37 over line 36)	38a	11369674										
b Portion included in line 38a attributable to use of prefunding and funding standard carryover balances	38b	0										
39 Unpaid minimum required contribution for current year (excess, if any, of line 36 over line 37)	39	0										
40 Unpaid minimum required contributions for all years.....	40	0										

Part IX Pension funding relief under Pension Relief Act of 2010 (see instructions)

41 If a shortfall amortization base is being amortized pursuant to an alternative amortization schedule:			
a Schedule elected	☐ 2 plus 7 years ☐ 15 years		
b Eligible plan year(s) for which the election in line 41a was made	☐ 2008 ☐ 2009 ☐ 2010 ☐ 2011		
42 Amount of acceleration adjustment	42		
43 Excess installment acceleration amount to be carried over to future plan years	43		

SCHEDULE D (Form 5500) <small>Department of the Treasury Internal Revenue Service</small> <small>Department of Labor Employee Benefits Security Administration</small>	DFE/Participating Plan Information This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA). ► File as an attachment to Form 5500.	OMB No. 1210-0110 <div style="text-align: center; font-size: 1.2em; font-weight: bold;">2011</div> This Form is Open to Public Inspection.
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For calendar plan year 2011 or fiscal plan year beginning 01/01/2011 and ending 12/31/2011		
A Name of plan INVENSYS PENSION PLAN	B Three-digit plan number (PN) ►	003
C Plan or DFE sponsor's name as shown on line 2a of Form 5500 INVENSYS INC.	D Employer Identification Number (EIN) 04-3387605	

Part I	Information on interests in MTIAs, CCTs, PSAs, and 103-12 IEs (to be completed by plans and DFEs) (Complete as many entries as needed to report all interests in DFEs)		
a Name of MTIA, CCT, PSA, or 103-12 IE: INVENSYS MASTER RETIREMENT TRUST			
b Name of sponsor of entity listed in (a): INVENSYS INC.			
c EIN-PN 04-3387605-001	d Entity code M	e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) 1556080969	
a Name of MTIA, CCT, PSA, or 103-12 IE:			
b Name of sponsor of entity listed in (a):			
c EIN-PN	d Entity code	e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)	
a Name of MTIA, CCT, PSA, or 103-12 IE:			
b Name of sponsor of entity listed in (a):			
c EIN-PN	d Entity code	e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)	
a Name of MTIA, CCT, PSA, or 103-12 IE:			
b Name of sponsor of entity listed in (a):			
c EIN-PN	d Entity code	e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)	
a Name of MTIA, CCT, PSA, or 103-12 IE:			
b Name of sponsor of entity listed in (a):			
c EIN-PN	d Entity code	e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)	
a Name of MTIA, CCT, PSA, or 103-12 IE:			
b Name of sponsor of entity listed in (a):			
c EIN-PN	d Entity code	e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)	
a Name of MTIA, CCT, PSA, or 103-12 IE:			
b Name of sponsor of entity listed in (a):			
c EIN-PN	d Entity code	e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)	

a Name of MTIA, CCT, PSA, or 103-12 IE:**b** Name of sponsor of entity listed in (a):**c** EIN-PN**d** Entity
code**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)**a** Name of MTIA, CCT, PSA, or 103-12 IE:**b** Name of sponsor of entity listed in (a):**c** EIN-PN**d** Entity
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code**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)**a** Name of MTIA, CCT, PSA, or 103-12 IE:**b** Name of sponsor of entity listed in (a):**c** EIN-PN**d** Entity
code**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)**a** Name of MTIA, CCT, PSA, or 103-12 IE:**b** Name of sponsor of entity listed in (a):**c** EIN-PN**d** Entity
code**e** Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

Part II Information on Participating Plans (to be completed by DFEs)

(Complete as many entries as needed to report all participating plans)

a Plan name**b** Name of
plan sponsor**c** EIN-PN**a** Plan name**b** Name of
plan sponsor**c** EIN-PN**a** Plan name**b** Name of
plan sponsor**c** EIN-PN**a** Plan name**b** Name of
plan sponsor**c** EIN-PN**a** Plan name**b** Name of
plan sponsor**c** EIN-PN**a** Plan name**b** Name of
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plan sponsor**c** EIN-PN**a** Plan name**b** Name of
plan sponsor**c** EIN-PN**a** Plan name**b** Name of
plan sponsor**c** EIN-PN

SCHEDULE H (Form 5500) <small>Department of the Treasury Internal Revenue Service</small> <small>Department of Labor Employee Benefits Security Administration</small> <small>Pension Benefit Guaranty Corporation</small>	Financial Information This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA), and section 6058(a) of the Internal Revenue Code (the Code). ► File as an attachment to Form 5500.	OMB No. 1210-0110 <div style="font-size: 24pt; font-weight: bold;">2011</div> This Form is Open to Public Inspection
For calendar plan year 2011 or fiscal plan year beginning <u>01/01/2011</u> and ending <u>12/31/2011</u>		
A Name of plan <u>INVENSYS PENSION PLAN</u>	B Three-digit plan number (PN) ►	<div style="border: 1px solid black; padding: 2px; width: 50px; margin: 0 auto;">003</div>
C Plan sponsor's name as shown on line 2a of Form 5500 <u>INVENSYS INC.</u>	D Employer Identification Number (EIN) <div style="text-align: center;"><u>04-3387605</u></div>	

Part I	Asset and Liability Statement		(a) Beginning of Year	(b) End of Year
1 Current value of plan assets and liabilities at the beginning and end of the plan year. Combine the value of plan assets held in more than one trust. Report the value of the plan's interest in a commingled fund containing the assets of more than one plan on a line-by-line basis unless the value is reportable on lines 1c(9) through 1c(14). Do not enter the value of that portion of an insurance contract which guarantees, during this plan year, to pay a specific dollar benefit at a future date. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 1b(1), 1b(2), 1c(8), 1g, 1h, and 1i. CCTs, PSAs, and 103-12 IEs also do not complete lines 1d and 1e. See instructions.				
	Assets			
a	Total noninterest-bearing cash	1a		
b	Receivables (less allowance for doubtful accounts):			
	(1) Employer contributions	1b(1)	29036805	21604851
	(2) Participant contributions	1b(2)		
	(3) Other.....	1b(3)		
c	General investments:			
	(1) Interest-bearing cash (include money market accounts & certificates of deposit)	1c(1)		
	(2) U.S. Government securities.....	1c(2)		
	(3) Corporate debt instruments (other than employer securities):			
	(A) Preferred	1c(3)(A)		
	(B) All other.....	1c(3)(B)		
	(4) Corporate stocks (other than employer securities):			
	(A) Preferred	1c(4)(A)		
	(B) Common	1c(4)(B)		
	(5) Partnership/joint venture interests	1c(5)		
	(6) Real estate (other than employer real property)	1c(6)		
	(7) Loans (other than to participants)	1c(7)		
	(8) Participant loans	1c(8)		
	(9) Value of interest in common/collective trusts.....	1c(9)		
	(10) Value of interest in pooled separate accounts.....	1c(10)		
	(11) Value of interest in master trust investment accounts	1c(11)	1349633019	1556080969
	(12) Value of interest in 103-12 investment entities	1c(12)		
	(13) Value of interest in registered investment companies (e.g., mutual funds).....	1c(13)		
	(14) Value of funds held in insurance company general account (unallocated contracts).....	1c(14)		
	(15) Other	1c(15)		

1d Employer-related investments:		(a) Beginning of Year	(b) End of Year
(1) Employer securities	1d(1)		
(2) Employer real property	1d(2)		
e Buildings and other property used in plan operation	1e		
f Total assets (add all amounts in lines 1a through 1e)	1f	1378669824	1577685820

Liabilities

g Benefit claims payable	1g		
h Operating payables	1h		
i Acquisition indebtedness	1i		
j Other liabilities	1j		
k Total liabilities (add all amounts in lines 1g through 1j)	1k	0	0

Net Assets

l Net assets (subtract line 1k from line 1f)	1l	1378669824	1577685820
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Part II Income and Expense Statement

2 Plan income, expenses, and changes in net assets for the year. Include all income and expenses of the plan, including any trust(s) or separately maintained fund(s) and any payments/receipts to/from insurance carriers. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 2a, 2b(1)(E), 2e, 2f, and 2g.

Income

		(a) Amount	(b) Total
a Contributions:			
(1) Received or receivable in cash from: (A) Employers	2a(1)(A)	38316666	
(B) Participants	2a(1)(B)		
(C) Others (including rollovers)	2a(1)(C)		
(2) Noncash contributions	2a(2)		
(3) Total contributions. Add lines 2a(1)(A) , (B) , (C) , and line 2a(2)	2a(3)		38316666
b Earnings on investments:			
(1) Interest:			
(A) Interest-bearing cash (including money market accounts and certificates of deposit)	2b(1)(A)		
(B) U.S. Government securities	2b(1)(B)		
(C) Corporate debt instruments	2b(1)(C)		
(D) Loans (other than to participants)	2b(1)(D)		
(E) Participant loans	2b(1)(E)		
(F) Other	2b(1)(F)		
(G) Total interest. Add lines 2b(1)(A) through (F)	2b(1)(G)		0
(2) Dividends: (A) Preferred stock	2b(2)(A)		
(B) Common stock	2b(2)(B)		
(C) Registered investment company shares (e.g. mutual funds)	2b(2)(C)		
(D) Total dividends. Add lines 2b(2)(A) , (B) , and (C)	2b(2)(D)		0
(3) Rents	2b(3)		
(4) Net gain (loss) on sale of assets: (A) Aggregate proceeds	2b(4)(A)		
(B) Aggregate carrying amount (see instructions)	2b(4)(B)		
(C) Subtract line 2b(4)(B) from line 2b(4)(A) and enter result	2b(4)(C)		0

		(a) Amount	(b) Total
2b (5) Unrealized appreciation (depreciation) of assets: (A) Real estate.....	2b(5)(A)		
(B) Other	2b(5)(B)		
(C) Total unrealized appreciation of assets. Add lines 2b(5)(A) and (B).....	2b(5)(C)		0
(6) Net investment gain (loss) from common/collective trusts	2b(6)		
(7) Net investment gain (loss) from pooled separate accounts	2b(7)		
(8) Net investment gain (loss) from master trust investment accounts	2b(8)		257926478
(9) Net investment gain (loss) from 103-12 investment entities	2b(9)		
(10) Net investment gain (loss) from registered investment companies (e.g., mutual funds).....	2b(10)		
c Other income.....	2c		
d Total income. Add all income amounts in column (b) and enter total.....	2d		296243144

Expenses

e Benefit payment and payments to provide benefits:			
(1) Directly to participants or beneficiaries, including direct rollovers	2e(1)	95059803	
(2) To insurance carriers for the provision of benefits	2e(2)		
(3) Other	2e(3)		
(4) Total benefit payments. Add lines 2e(1) through (3).....	2e(4)		95059803
f Corrective distributions (see instructions)	2f		
g Certain deemed distributions of participant loans (see instructions).....	2g		
h Interest expense.....	2h		
i Administrative expenses: (1) Professional fees	2i(1)		
(2) Contract administrator fees	2i(2)		
(3) Investment advisory and management fees	2i(3)		
(4) Other	2i(4)	2167345	
(5) Total administrative expenses. Add lines 2i(1) through (4).....	2i(5)		2167345
j Total expenses. Add all expense amounts in column (b) and enter total.....	2j		97227148

Net Income and Reconciliation

k Net income (loss). Subtract line 2j from line 2d.....	2k		199015996
l Transfers of assets:			
(1) To this plan.....	2l(1)		
(2) From this plan	2l(2)		

Part III Accountant's Opinion

3 Complete lines 3a through 3c if the opinion of an independent qualified public accountant is attached to this Form 5500. Complete line 3d if an opinion is not attached.

a The attached opinion of an independent qualified public accountant for this plan is (see instructions):
 (1) ☐ Unqualified (2) ☐ Qualified (3) ☒ Disclaimer (4) ☐ Adverse

b Did the accountant perform a limited scope audit pursuant to 29 CFR 2520.103-8 and/or 103-12(d)? ☒ Yes ☐ No

c Enter the name and EIN of the accountant (or accounting firm) below:
 (1) Name: **BOVIN & ASSOCIATES, CPAS, PLLC** (2) EIN: **27-1516157**

d The opinion of an independent qualified public accountant is **not attached** because:
 (1) ☐ This form is filed for a CCT, PSA, or MTIA. (2) ☐ It will be attached to the next Form 5500 pursuant to 29 CFR 2520.104-50.

Part IV Compliance Questions

- 4** CCTs and PSAs do not complete Part IV. MTIAs, 103-12 IEs, and GIAs do not complete 4a, 4e, 4f, 4g, 4h, 4k, 4m, 4n, or 5. 103-12 IEs also do not complete 4j and 4l. MTIAs also do not complete 4l.

During the plan year:

	Yes	No	Amount
a Was there a failure to transmit to the plan any participant contributions within the time period described in 29 CFR 2510.3-102? Continue to answer "Yes" for any prior year failures until fully corrected. (See instructions and DOL's Voluntary Fiduciary Correction Program.).....		X	
b Were any loans by the plan or fixed income obligations due the plan in default as of the close of the plan year or classified during the year as uncollectible? Disregard participant loans secured by participant's account balance. (Attach Schedule G (Form 5500) Part I if "Yes" is checked.).....		X	
c Were any leases to which the plan was a party in default or classified during the year as uncollectible? (Attach Schedule G (Form 5500) Part II if "Yes" is checked.)		X	
d Were there any nonexempt transactions with any party-in-interest? (Do not include transactions reported on line 4a. Attach Schedule G (Form 5500) Part III if "Yes" is checked.).....		X	
e Was this plan covered by a fidelity bond?.....	X		10000000
f Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty?		X	
g Did the plan hold any assets whose current value was neither readily determinable on an established market nor set by an independent third party appraiser?		X	
h Did the plan receive any noncash contributions whose value was neither readily determinable on an established market nor set by an independent third party appraiser?		X	
i Did the plan have assets held for investment? (Attach schedule(s) of assets if "Yes" is checked, and see instructions for format requirements.).....		X	
j Were any plan transactions or series of transactions in excess of 5% of the current value of plan assets? (Attach schedule of transactions if "Yes" is checked, and see instructions for format requirements.).....		X	
k Were all the plan assets either distributed to participants or beneficiaries, transferred to another plan, or brought under the control of the PBGC?.....		X	
l Has the plan failed to provide any benefit when due under the plan?		X	
m If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.).....		X	
n If 4m was answered "Yes," check the "Yes" box if you either provided the required notice or one of the exceptions to providing the notice applied under 29 CFR 2520.101-3.			
4n			

- 5a** Has a resolution to terminate the plan been adopted during the plan year or any prior plan year?

If "Yes," enter the amount of any plan assets that reverted to the employer this year..... ☐ Yes ☒ No Amount:

- 5b** If, during this plan year, any assets or liabilities were transferred from this plan to another plan(s), identify the plan(s) to which assets or liabilities were transferred. (See instructions.)

5b(1) Name of plan(s)

5b(2) EIN(s)	5b(3) PN(s)

SCHEDULE R (Form 5500) Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	Retirement Plan Information This schedule is required to be filed under section 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6058(a) of the Internal Revenue Code (the Code). ▶ File as an attachment to Form 5500.	OMB No. 1210-0110 2011 This Form is Open to Public Inspection.
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For calendar plan year 2011 or fiscal plan year beginning 01/01/2011 and ending 12/31/2011

A Name of plan <u>INVENSYS PENSION PLAN</u>	B Three-digit plan number (PN) ▶ <u>003</u>
C Plan sponsor's name as shown on line 2a of Form 5500 <u>INVENSYS INC.</u>	D Employer Identification Number (EIN) <u>04-3387605</u>

Part I	Distributions
---------------	----------------------

All references to distributions relate only to payments of benefits during the plan year.

1 Total value of distributions paid in property other than in cash or the forms of property specified in the instructions.....	1
2 Enter the EIN(s) of payor(s) who paid benefits on behalf of the plan to participants or beneficiaries during the year (if more than two, enter EINs of the two payors who paid the greatest dollar amounts of benefits): EIN(s): _____ Profit-sharing plans, ESOPs, and stock bonus plans, skip line 3.	
3 Number of participants (living or deceased) whose benefits were distributed in a single sum, during the plan year.....	3 <u>15</u>

Part II	Funding Information (If the plan is not subject to the minimum funding requirements of section 412 of the Internal Revenue Code or ERISA section 302, skip this Part)
----------------	--

4 Is the plan administrator making an election under Code section 412(d)(2) or ERISA section 302(d)(2)?.....	☐ Yes	☒ No	☐ N/A
If the plan is a defined benefit plan, go to line 8.			
5 If a waiver of the minimum funding standard for a prior year is being amortized in this plan year, see instructions and enter the date of the ruling letter granting the waiver. Date: Month _____ Day _____ Year _____ If you completed line 5, complete lines 3, 9, and 10 of Schedule MB and do not complete the remainder of this schedule.			
6 a Enter the minimum required contribution for this plan year (include any prior year accumulated funding deficiency not waived)	6a		
b Enter the amount contributed by the employer to the plan for this plan year	6b		
c Subtract the amount in line 6b from the amount in line 6a. Enter the result (enter a minus sign to the left of a negative amount).....	6c		
If you completed line 6c, skip lines 8 and 9.			
7 Will the minimum funding amount reported on line 6c be met by the funding deadline?	☐ Yes	☐ No	☐ N/A
8 If a change in actuarial cost method was made for this plan year pursuant to a revenue procedure or other authority providing automatic approval for the change or a class ruling letter, does the plan sponsor or plan administrator agree with the change?.....	☐ Yes	☐ No	☒ N/A

Part III	Amendments
-----------------	-------------------

9 If this is a defined benefit pension plan, were any amendments adopted during this plan year that increased or decreased the value of benefits? If yes, check the appropriate box. If no, check the "No" box.....	☐ Increase	☐ Decrease	☐ Both	☒ No
--	-----------------------------------	-----------------------------------	-------------------------------	--

Part IV	ESOPs (see instructions). If this is not a plan described under Section 409(a) or 4975(e)(7) of the Internal Revenue Code, skip this Part.
----------------	---

10 Were unallocated employer securities or proceeds from the sale of unallocated securities used to repay any exempt loan?.....	☐ Yes	☐ No
11 a Does the ESOP hold any preferred stock?	☐ Yes	☐ No
b If the ESOP has an outstanding exempt loan with the employer as lender, is such loan part of a "back-to-back" loan? (See instructions for definition of "back-to-back" loan.).....	☐ Yes	☐ No
12 Does the ESOP hold any stock that is not readily tradable on an established securities market?	☐ Yes	☐ No

Part V Additional Information for Multiemployer Defined Benefit Pension Plans

13 Enter the following information for each employer that contributed more than 5% of total contributions to the plan during the plan year (measured in dollars). See instructions. Complete as many entries as needed to report all applicable employers.

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete items 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

- 14** Enter the number of participants on whose behalf no contributions were made by an employer as an employer of the participant for:

a The current year	14a	
b The plan year immediately preceding the current plan year	14b	
c The second preceding plan year	14c	

- 15** Enter the ratio of the number of participants under the plan on whose behalf no employer had an obligation to make an employer contribution during the current plan year to:

a The corresponding number for the plan year immediately preceding the current plan year	15a	
b The corresponding number for the second preceding plan year	15b	

- 16** Information with respect to any employers who withdrew from the plan during the preceding plan year:

a Enter the number of employers who withdrew during the preceding plan year	16a	
b If item 16a is greater than 0, enter the aggregate amount of withdrawal liability assessed or estimated to be assessed against such withdrawn employers	16b	

- 17** If assets and liabilities from another plan have been transferred to or merged with this plan during the plan year, check box and see instructions regarding supplemental information to be included as an attachment. ☐

Part VI Additional Information for Single-Employer and Multiemployer Defined Benefit Pension Plans

- 18** If any liabilities to participants or their beneficiaries under the plan as of the end of the plan year consist (in whole or in part) of liabilities to such participants and beneficiaries under two or more pension plans as of immediately before such plan year, check box and see instructions regarding supplemental information to be included as an attachment. ☐

- 19** If the total number of participants is 1,000 or more, complete items (a) through (c)

- a** Enter the percentage of plan assets held as:

Stock: 6% Investment-Grade Debt: 17% High-Yield Debt: _____% Real Estate: _____% Other: 77%

- b** Provide the average duration of the combined investment-grade and high-yield debt:

☐ 0-3 years ☐ 3-6 years ☐ 6-9 years ☐ 9-12 years ☒ 12-15 years ☐ 15-18 years ☐ 18-21 years ☐ 21 years or more

- c** What duration measure was used to calculate item 19(b)?

☐ Effective duration ☐ Macaulay duration ☒ Modified duration ☐ Other (specify): _____

FINANCIAL STATEMENTS

Invensys Pension Plan

Years Ended December 31, 2011 and 2010

Invensys Pension Plan

Financial Statements

Years Ended December 31, 2011 and 2010

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Report of Independent Auditors

The Administrative Committee and Participants Invensys Pension Plan

We were engaged to audit the financial statements of the Invensys Pension Plan as of December 31, 2011 and 2010, and for the years then ended, as listed in the table of contents. These financial statements are the responsibility of the Plan's management.

As permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974, the plan administrator instructed us not to perform, and we did not perform, any auditing procedures with respect to the investment information summarized in Note 3, which was certified by State Street Bank & Trust Company, the trustee of the Plan, except for comparing the information with the related information included in the financial statements. We have been informed by the plan administrator that the trustee holds the Plan's investment assets and executes investment transactions. The plan administrator has obtained a certification from the trustee as of and for the years ended December 31, 2011 and 2010, that the information provided to the plan administrator by the trustee is complete and accurate.

Because of the significance of the information that we did not audit, we are unable to, and do not, express an opinion on the accompanying financial statements taken as a whole. The form and content of the information included in the financial statements, other than that derived from the investment information certified by the trustee and custodians, have been audited by us in accordance with auditing standards generally accepted in the United States of America and, in our opinion, are presented in compliance with the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974.

Boivin & Associates, CPAs, PLLC

Boivin & Associates, CPAs, PLLC

Merrimack, New Hampshire

October 11, 2012

Invensys Pension Plan

Statements of Net Assets Available for Benefits

	December 31	
	2011	2010
Assets		
Investments in Invensys Inc. Master Retirement Trust	\$ 1,556,080,969	\$ 1,349,633,019
Employer contribution receivable	21,604,851	29,036,805
Net assets available for benefits	<u>\$ 1,577,685,820</u>	<u>\$ 1,378,669,824</u>

See accompanying notes.

Invensys Pension Plan

Statements of Changes in Net Assets Available for Benefits

	Years Ended December 31	
	2011	2010
Additions		
Employer contributions	\$ 38,316,666	\$ 29,036,805
Equity in net investment income of the Invensys Inc. Master Retirement Trust	257,926,478	194,024,293
Transfer from Retirement Plan for Bargaining Employees of Safetran Systems	—	13,765,928
Total additions	<u>296,243,144</u>	<u>236,827,026</u>
Deductions		
Benefits paid to participants	95,059,803	91,940,160
Administrative expenses	2,167,345	2,975,339
Total deductions	<u>97,227,148</u>	<u>94,915,499</u>
Net increase	<u>199,015,996</u>	<u>141,911,527</u>
Net assets available for benefits at beginning of year	<u>1,378,669,824</u>	<u>1,236,758,297</u>
Net assets available for benefits at end of year	<u><u>\$ 1,577,685,820</u></u>	<u><u>\$ 1,378,669,824</u></u>

See accompanying notes.

Invensys Pension Plan

Notes to Financial Statements

December 31, 2011

1. Plan Description

The Invensys Pension Plan (the Plan) is a noncontributory defined benefit plan which covers most nonunion employees of Invensys, Inc. (the Company), as defined in the Plan. The Company is the Plan Sponsor. All eligible employees become participants following completion of a one-year-of-service eligibility requirement.

The Plan provides that retirement benefits be paid to Plan members who have reached the age of 65. Such benefits are defined in the Plan and are based on compensation levels and years of credited service. The Plan also provides for early retirement, disability, and death benefits. Information concerning the Plan Agreement is available from the Human Resources Department.

Plan Amendments

Effective January 1, 2005, certain employers covered by the Plan do not allow new participants. In addition, certain other employers in the plan permit employees hired after January 1, 2005 to forego participation in the Plan in exchange for enhanced defined contribution plan benefits.

Effective October 31, 2009, the Plan was frozen to new participants on or after November 1, 2009, and participants no longer receive credit for benefit service or additional pay after October 31, 2009, except with respect to any employee included in a unit of employees covered by a collective bargaining agreement on October 31, 2009 if, within the meaning of Section 416(i)(4) of the Code, retirement benefits were the subject of good faith bargaining. Participants continue to earn vesting service after October 31, 2009 for as long as a participant continues to work for Invensys or an affiliated company. A participant is fully vested after five years of service or if they reach age 65 while employed.

Effective September 15, 2010, the Plan Sponsor agreed to merge the Retirement Plan for Bargaining Employees of Safetran Systems Corporation with and become a plan component of the Invensys Pension Plan, such merger to be effected in compliance with Section 414(l) of the Internal Revenue Code of 1986, as amended.

Funding Policy

The Plan is funded annually by the Company in an amount based on actuarial determinations. The contributions are at least equal to the minimum funding standards required by the Employee Retirement Income Security Act of 1974 (ERISA). The Plan has met the ERISA minimum funding requirements.

Invensys Pension Plan

Notes to Financial Statements (continued)

1. Plan Description (continued)

Funding Policy (continued)

Contributions made to the Plan by the employer are invested in the Invensys Inc. Master Retirement Trust (Master Trust). The Master Trust pools the Plan's assets with those of other related Company plans, and makes investments in various types of equity and fixed income securities. The trustee holds the funds to manage, invest, and reinvest in accordance with the provisions of the Master Trust agreement.

Plan Termination

Should the Plan terminate at some future time, its net assets will generally not be available on a pro rata basis to provide participants' benefits. Whether a particular participant's accumulated plan benefits will be paid depends on both the priority of those benefits and the level of benefits guaranteed by the Pension Benefit Guaranty Corporation (PBGC) at that time. Some benefits may be fully or partially provided for by the then-existing assets and the PBGC guarantee, while other benefits may not be provided for at all.

2. Significant Accounting Policies

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Valuation of Investments and Income Recognition

The Plan's participation in the Master Trust is stated at fair value (based primarily on the quoted market prices on the last business day of the plan year) of the securities owned by the Master Trust, as determined by the trustee, State Street Bank & Trust Company (State Street). Marketable securities are stated at fair value. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (an exit price). Securities traded on a national securities exchange are valued at the last reported sales price on the last business day of the plan year; investments traded in the over-the-counter market and listed securities for which no sale was reported on that date are valued at the average of the last reported bid and ask prices. The shares of registered investment companies are valued at quoted market prices which represent the net asset values of shares held in the Master Trust. The fair value of the participation units owned by the Plan in common collective trust funds are based on quoted redemption values on the last business day of the plan year. Certain U.S. government and sovereign obligations, most government agency securities, investment-grade corporate bonds, certain mortgage products, and municipal obligations are valued based on quoted market prices, dealer quotations or alternative pricing sources.

Invensys Pension Plan

Notes to Financial Statements (continued)

2. Significant Accounting Policies (continued)

Valuation of Investments and Income Recognition (continued)

Derivative investments (interest rate swaps) are marked-to-market using the derivative trading desk and are priced at the level which, in the desk's judgment, the counterparty would agree to terminate the transaction or at which another party would agree to assume the rights and obligations of the plan under the transaction. The derivatives trading desk verifies prices periodically with the counterparty and/or dealers active in the relevant market.

The fair value of the various limited partnership investments is estimated using various methods. Marketable securities in the partnerships are stated at the quoted market price on the last business day of the Plan year, while nonpublicly traded securities are valued at amounts determined by the general partner.

The table below summarizes the liquidity aspects of the investment in certain entities that calculate net asset value per shares at December 31, 2011.

Investment	Redemption Terms
Bridgewater-All Weather Portfolio Limited	Monthly upon written notice five days prior to the trade date
Mellon-EB U.S. Long Duration Alpha Plus Fund and EB DV Stock Index Fund	Semi-monthly on the 15 th and 30 th upon written notice two days prior to the trade date
Wellington Trust Company, N.A. CTF DAS Plus Beta – 20 Year Portfolio and 10 Year Portfolio	First day of each month upon written notification by the 22 nd day of the prior month

The Plan also invests in certain securities collateralized by residential and commercial mortgages and other assets that may be affected by, among other things, changes in: interest rates, the quality of the underlying assets or the market's assessment thereof, factors concerning interests in and structure of the issuer or the originator of the receivables, or the creditworthiness of the entities that provide credit enhancements.

Invensys Pension Plan

Notes to Financial Statements (continued)

2. Significant Accounting Policies (continued)

Valuation of Investments and Income Recognition (continued)

Plan investments are held in the Master Trust, which was established for the investment of assets of the Plan and other Company-sponsored retirement plans. Each participating retirement plan has an undivided interest in the Master Trust. Investment income and expenses are allocated to the Plan based upon its pro rata share in the net assets of the Master Trust.

The cost of investments sold is determined on the basis of average cost. The gain or loss on securities sold is the difference between average cost and market value at the date of disposal.

The valuation methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while plan management believes the valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Actuarial Present Value of Accumulated Plan Benefits

Accumulated plan benefits (Note 7) are those estimated future periodic payments, including lump-sum distributions that are attributable under the Plan's provisions to services rendered by the employees to the valuation date. Accumulated plan benefits include benefits expected to be paid to (a) retired or terminated employees or their beneficiaries and (b) present employees or their beneficiaries. Benefits for retired or terminated employees or their beneficiaries are described in the Plan Document. The accumulated plan benefits for active employees are based on their average compensation during the five years preceding the valuation date. Benefits payable under all circumstances—retirement, death, disability, and termination of employment—are included, to the extent they are deemed attributable to employee service rendered to the valuation date.

Administrative Expenses

Administrative expenses are paid by the Plan.

Invensys Pension Plan

Notes to Financial Statements (continued)

2. Significant Accounting Policies (continued)

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

New Accounting Pronouncements

In May 2011, the FASB issued Accounting Standards Update 2011-04, *Amendments to Achieve Common Fair Value Measurements and Disclosure Requirements in U.S. GAAP and IFRS*, (ASU 2011-04). ASU 2011-04 amended ASC 820 to converge the fair value measurement guidance in U.S. GAAP and International Financial Reporting Standards (IFRS). Some of the amendments clarify the application of existing fair value measurement requirements, while other amendments change a particular principle in ASC 820. In addition, ASU 2011-04 requires additional fair value disclosures. The amendments are to be applied prospectively and are effective for annual periods beginning after December 15, 2011. Plan management is currently evaluating the effect that the provisions of ASU 2011-04 will have on the Plan's financial statements.

Reclassifications

Certain 2010 financial statement amounts have been reclassified to conform to 2011 financial statement presentation.

3. Investments

Certain investment information disclosed in the accompanying financial statements, including investments held at December 31, 2011 and 2010, and equity in net investment income of the Master Trust, net appreciation (depreciation) in fair value of insurance contracts, dividends, interest, and investment management fees for the years then ended, was obtained or derived from information supplied to the plan administrator and certified as complete and accurate by the trustee.

Invensys Pension Plan

Notes to Financial Statements (continued)

4. Invensys Inc. Master Retirement Trust

The participation of the Plan is approximately 97% of the Master Trust as of December 31, 2011 and 2010, respectively. The Master Trust is comprised of the following:

	December 31	
	2011	2010
Investments, at fair value:		
Money market and interest-bearing cash	\$ 40,146,928	\$ 133,947,656
Common stocks	91,850,047	90,620,411
Common collective trust funds	490,514,913	391,335,346
Registered investment companies and iShares	357,814,068	362,546,267
Corporate obligations	105,146,553	82,159,299
Other fixed income investments	22,870,649	18,705,878
Government obligations	228,982,198	130,385,031
Open interest rate swap contracts and other	29,526,340	(20,376,472)
Limited liability company	232,032,193	197,119,894
New England Life group annuity contract	3,787,704	3,602,637
	<u>1,602,671,593</u>	<u>1,390,045,947</u>
Accrued investment income and pending security transactions	12,347,483	17,920,316
Net payables for pending security transactions and other, including broker owned collateral	(8,690,856)	(13,948,600)
Non-interest-bearing cash	61,515	2,761
	<u>3,718,142</u>	<u>3,974,477</u>
Net assets of the Master Trust	<u><u>\$ 1,606,389,735</u></u>	<u><u>\$ 1,394,020,424</u></u>

Invensys Pension Plan

Notes to Financial Statements (continued)

4. Invensys Inc. Master Retirement Trust (continued)

During the years ended December 31, 2011 and 2010, the investments of the Master Trust, including investments bought, sold, as well as held during the year, appreciated (depreciated) as follows:

	2011	2010
Government obligations	\$ 51,632,196	\$ 12,258,435
Corporate obligations	10,020,561	12,602,832
Other fixed income investments	3,564,310	242,593
Common stocks	(310,959)	18,097,462
Common collective trust funds	94,821,968	49,157,242
Registered investment companies and iShares	(20,581,950)	25,149,337
Open interest rate swap contracts and other	65,894,758	26,087,717
Limited liability company	35,635,076	29,739,920
	<u>240,675,960</u>	<u>173,335,538</u>
Interest, dividends and other income	34,085,249	36,681,727
Net appreciation in fair value of investments	<u>\$ 274,761,209</u>	<u>\$ 210,017,265</u>

Total administrative expenses for the Master Trust during the years ended December 31, 2011 and 2010 were \$8,418,823 and \$7,616,102, respectively.

The Master Trust participated in State Street's securities lending program in 2011 and 2010 by lending certain securities to borrowers to earn additional income, which is included in equity in net earnings of the Invensys Inc. Master Retirement Trust in the statements of changes in net assets. Loans of securities through State Street are collateralized by cash, letters of credit, or securities issued or guaranteed by the United States government or its agencies, equal to at least 102% of the current market value of the loaned securities. At December 31, 2011, the fair value of the loaned securities and collateral amounted to \$21,890,855 and \$22,572,683, respectively. At December 31, 2010, the fair value of the loaned securities and collateral amounted to \$16,742,714 and \$16,984,897, respectively.

Invensys Pension Plan

Notes to Financial Statements (continued)

5. Interest Rate Swaps

Derivative investments consist of fixed for floating interest rate long maturity swaps (average approximately 12 years). The Plan had twelve separate swap arrangements outstanding at December 31, 2011 with a total net gross notional amount of \$246,950,000. The Plan had twenty-two separate swap arrangements outstanding at December 31, 2010 with a total net gross notional amount of \$474,850,000.

The purpose of this strategy is to economically hedge the change in net funded status for a portion of the pension liability that can occur due to changes in interest rates. The marked to market value of the swaps, including accrued interest, in the over the counter market at December 31, 2011 is \$31,579,927 and \$(27,191,839) at December 31, 2010. In addition, \$214,022,285 and \$153,167,120 is maintained in a short-term investment fund, U.S. Treasury bills and other long-term investments at December 31, 2011 and 2010, respectively, for collateral needs related to the swap arrangements. At December 31, 2011 and 2010, approximately \$47,200,000 and \$30,000,000, respectively, of this amount was posted as collateral to dealers.

The following interest rate swap contracts were outstanding at December 31, 2011 and 2010.

Counterparty	December 31, 2011				
	Fixed Rate	Spot Rate	Maturity Date	Notional Amount	Unrealized Gain/(Loss)
Royal Bank Scotland	3.935%	2.604%	8/1/2041	\$ 9,500,000	\$ 2,898,259
Deutsche Bank	4.200	2.601	2/1/2041	41,400,000	15,211,869
Royal Bank Scotland	3.780	2.504	8/1/2031	35,000,000	8,017,021
JPMorgan	2.513	2.512	1/4/2032	2,600,000	(615)
Royal Bank Scotland	2.660	2.511	12/2/2031	(7,000,000)	(184,688)
Barclays	2.860	2.509	11/2/2031	3,250,000	201,153
Deutsche Bank	2.535	2.507	10/5/2031	(12,000,000)	(115,153)
Deutsche Bank	2.976	1.995	8/2/2021	45,000,000	4,752,704
JPMorgan	2.034	2.039	1/4/2022	4,700,000	(3,414)
Deutsche Bank	2.060	2.013	10/5/2021	5,500,000	45,274
Deutsche Bank	1.245	1.179	10/5/2016	108,000,000	550,626
JPMorgan	1.433	0.979	11/2/2015	11,000,000	206,891
				<u>\$ 246,950,000</u>	<u>\$ 31,579,927</u>

Invensys Pension Plan

Notes to Financial Statements (continued)

5. Interest Rate Swaps (continued)

December 31, 2010					
Counterparty	Fixed Rate	Spot Rate	Maturity Date	Notional Amount	Unrealized Gain/(Loss)
Barclays	3.275%	4.105%	4/2/2039	\$ 120,000,000	\$ (16,199,987)
Barclays	4.730	4.009	3/31/2038	38,000,000	4,682,586
JP Morgan	4.868	4.098	3/4/2038	(39,900,000)	(5,766,387)
Royal Bank Scotland	4.469	4.103	11/4/2038	(29,500,000)	(2,033,120)
Deutsche Bank	4.460	4.111	2/3/2040	7,900,000	660,911
JPMorgan	3.653	4.116	11/2/2040	12,000,000	(912,987)
Barclays	3.300	3.973	4/2/2029	39,700,000	(3,111,344)
Royal Bank Scotland	4.473	3.962	11/4/2028	(24,000,000)	(1,779,180)
Barclays	3.331	3.973	4/2/2029	41,500,000	(3,272,472)
Barclays	4.286	3.995	3/2/2030	(6,000,000)	(325,481)
Deutsche Bank	3.205	4.007	10/4/2030	1,500,000	(159,109)
Barclays	3.250	3.103	4/2/2019	96,000,000	2,196,026
Royal Bank Scotland	4.465	3.021	11/4/2018	(31,000,000)	(3,406,576)
Barclays	3.321	3.103	4/2/2019	30,000,000	710,526
Deutsche Bank	2.485	3.339	9/2/2020	3,900,000	(252,702)
Deutsche Bank	2.575	3.352	10/4/2020	(25,250,000)	1,543,731
JPMorgan	2.696	3.364	11/2/2020	21,000,000	(1,126,757)
Deutsche Bank	3.387	3.388	1/5/2021	10,000,000	(4,602)
Barclays	2.400	1.951	6/14/2015	87,000,000	1,760,200
Royal Bank Scotland	3.867	1.198	11/4/2013	(24,000,000)	(1,929,793)
Deutsche Bank	2.070	1.973	7/2/2015	135,000,000	1,863,855
JPMorgan	1.433	2.115	11/2/2015	11,000,000	(329,177)
				\$ 474,850,000	\$ (27,191,839)

6. Fair Value Measurements

ASC Topic 820, "Fair Value Measurements" (ASC Topic 820) defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs when measuring fair value.

Invensys Pension Plan

Notes to Financial Statements (continued)

6. Fair Value Measurements (continued)

The standard describes three levels of inputs that may be used to measure fair value:

- Level 1 Inputs are quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly;
- Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. There have been no changes in the valuation methodologies (Note 2) used at December 31, 2011 and 2010.

The following table sets forth by level within the fair value hierarchy the Plan's investment assets and liabilities, if any, as of December 31, 2011.

	Level 1	Level 2	Level 3
Money market and interest-bearing cash	\$ 12,999,438	\$ 27,147,490	\$
Common stocks	91,850,047		
Common collective trust funds:			
Fixed income investments		\$ 398,247,230	
Domestic equity investments		92,267,683	
		<u>\$ 490,514,913</u>	
Registered investment companies and iShares:			
Fixed income investments	\$ 207,034,381		
International investments	100,414,591		
Domestic equity investments	38,039,092		
Commodities	12,326,004		
	<u>\$ 357,814,068</u>		
New England Life group annuity contract			3,787,704
Corporate obligations		105,146,553	
Other fixed income investments		22,870,649	
Government obligations	228,982,198		
Open interest rate swap contracts and other		29,526,340	
Limited liability company			232,032,193

Invensys Pension Plan

Notes to Financial Statements (continued)

6. Fair Value Measurements (continued)

The table below sets forth a summary of changes in fair value of the Plan's level 3 investment assets for the year ended December 31, 2011.

	New England Life group annuity contract	Limited Liability Company
Balance, at beginning of year	\$ 3,602,637	\$ 197,119,894
Unrealized gain (loss)	—	34,912,299
Realized gain (loss)	—	—
Purchases	185,067	—
Sales	—	—
Balance, at end of year	<u>\$ 3,787,704</u>	<u>\$ 232,032,193</u>

The following table sets forth by level within the fair value hierarchy the Plan's investment assets and liabilities, if any, as of December 31, 2010.

	Level 1	Level 2	Level 3
Money market and interest-bearing cash	\$ 34,239,633	\$ 99,708,023	\$
Common stocks	90,620,411		
Common collective trust funds:			
Fixed income investments		\$ 301,005,821	
Domestic equity investments		90,329,525	
		<u>\$ 391,335,346</u>	
Registered investment companies and iShares:			
Fixed income investments	\$ 193,426,785		
International investments	107,256,227		
Domestic equity investments	51,433,926		
Commodities	10,429,329		
	<u>\$ 362,546,267</u>		
New England Life group annuity contract			3,602,637
Corporate obligations		82,159,299	
Other fixed income investments		18,705,878	
Government obligations	130,385,031		
Open interest rate swap contracts and other		(20,376,472)	
Limited liability company			197,119,894

Invensys Pension Plan

Notes to Financial Statements (continued)

6. Fair Value Measurements (continued)

The table below sets forth a summary of changes in fair value of the Plan's level 3 investment assets for the year ended December 31, 2010.

	New England Life group annuity contract	Limited Liability Company
Balance, at beginning of year	\$ 3,426,630	\$ 166,986,927
Unrealized gain (loss)	—	30,132,967
Realized gain (loss)	—	—
Purchases	176,007	—
Sales	—	—
Balance, at end of year	<u>\$ 3,602,637</u>	<u>\$ 197,119,894</u>

7. Accumulated Plan Benefits

An actuary from Mercer Human Resources Consulting, Inc. estimates the actuarial present value of accumulated plan benefits, which is the amount that results from applying actuarial assumptions to adjust the accumulated plan benefits earned by the participants to reflect the time value of money (through discounts for interest) and the probability of payment (by means of decrements such as for death, disability, withdrawal, or retirement) between the valuation date and the expected date of payment.

The accumulated plan benefit information as of December 31, 2010 and 2009 is as follows:

	2010	2009
Actuarial present value of accumulated plan benefits:		
Vested benefits:		
Active participants	\$ 135,088,062	\$ 140,904,340
Retired employees and beneficiaries currently receiving payments	804,961,341	791,953,782
Inactive participants with deferred benefits	333,146,550	342,621,195
	<u>1,273,195,953</u>	<u>1,275,479,317</u>
Nonvested benefits	2,901,727	2,442,644
	<u>\$ 1,276,097,680</u>	<u>\$ 1,277,921,961</u>

Invensys Pension Plan

Notes to Financial Statements (continued)

7. Accumulated Plan Benefits (continued)

The reconciliation of the actuarial present value of accumulated plan benefits from December 31, 2009 to December 31, 2010 is as follows:

Actuarial present value of accumulated plan benefits at December 31, 2009	\$ 1,277,921,961
Changes during the year:	
Decrease due to non-investment experience	(2,993,326)
Increase for interest due to decrease in the discount period	92,372,979
Actual benefits paid	(91,940,160)
Change in actuarial assumptions	(10,993,166)
Merger of Retirement Plan for Bargaining Employees of Safetran Systems	11,729,392
Net decrease	<u>(1,824,281)</u>
Actuarial present value of accumulated plan benefits at December 31, 2010	<u>\$ 1,276,097,680</u>

Significant assumptions underlying the actuarial computations are:

Interest	—7.5% in 2010 and 2009, compounded annually.
Retirement	—Age-related retirement rates from age 55 to age 70 for active employees, with terminated vested participants assumed to retire at age 65.
Mortality	—RP2000 Mortality Tables for Males and Females, without adjustment for collar, benefit amount, or employee/annuitant distinction, but projected by Scale AA to 2015 in 2010 and 2009.

The actuary updated assumed retirement rates and forms of payment to better reflect historical and expected future plan experience.

These actuarial assumptions are based on the presumption that the Plan will continue. Were the Plan to terminate, different actuarial assumptions and other factors might be applicable in determining the actuarial present value of accumulated plan benefits.

Invensys Pension Plan

Notes to Financial Statements (continued)

8. Risks and Uncertainties

The Plan invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term, and that such changes could materially affect the amounts reported in the statements of net assets available for benefits.

Plan contributions are made and the actuarial present value of accumulated plan benefits are reported based on certain assumptions pertaining to interest rates, inflation rates, and employee demographics, all of which are subject to change. Due to uncertainties inherent in the estimation and assumption processes, it is at least reasonably possible that changes in these estimates and assumptions in the near term could materially affect the amounts reported and disclosed in the financial statements.

9. Parties-In-Interest

Section 3(14) of ERISA defines a party-in-interest to include, among others, fiduciaries or employees of the Plan, any person who provides services to the Plan or an employer whose employees are covered by the Plan. Accordingly, the management of investments held by the trustee are considered party-in-interest transactions.

10. Income Tax Status

The Plan has received a determination letter from the Internal Revenue Service (IRS), dated July 6, 1999, stating that the Plan is qualified under Section 401(a) of the Internal Revenue Code (the Code) and, therefore, the related trust is exempt from taxation. Subsequent to this determination by the IRS, the Plan was amended and restated. Once qualified, the Plan is required to operate in conformity with the Code to maintain its qualification. The Plan Sponsor has indicated that it will take the necessary steps, if any, to bring the Plan's operations into compliance with the Code.

The Plan applied for a new determination letter on January 26, 2011.

Accounting standards require recording uncertain income tax positions that exist in the Plan's financial statements. Plan management has determined there are no uncertain tax positions and believes there is no adjustment or disclosure required in the Plan's financial statements.

Invensys Pension Plan

Notes to Financial Statements (continued)

11. Subsequent Events

The Company has evaluated all subsequent events through October 11, 2012, the date the financial statements were available to be issued.

The Plan was amended effective January 1, 2012 to provide for accelerated retirement payment windows. The first window began on February 15, 2012 through April 1, 2012 for participants whose benefits are principally governed by the Foxboro, Controls and the APV component of the Plan. There were approximately 5,400 ex-employees offered a single lump sum in lieu of future annuity payments. There were approximately 2,800 ex-employees that elected to participate in this accelerated payment window and a total of approximately \$97 million of lump sum payments were made by May 10, 2012.

The second window of approximately 6,600 participants whose benefits are principally governed by the BTR component and the Safetran component of the Plan will be from October 15, 2012 through December 1, 2012. Lump sum payments will be made prior to December 31, 2012.

During this period, there have been no other material events that would require recognition in the financial statements or disclosures to the financial statements.

Schedule SB, Line 22 — Description of Weighted Average Retirement Age

Each employee is assumed to retire in accordance with the table of retirement rates. The proportion of employees expected to retire at each potential retirement age is shown below. The average retirement age is 64.

(A)	(B)	(C)	(D)	(E)
Age	Retirement	Lx	#Ret	<u>#Ret x Age</u>
A	B		(B) x (C)	(A) x (D)
55	2%	10,000	200	11,000
56	2%	9,800	196	10,976
57	2%	9,604	192	10,949
58	2%	9,412	188	10,918
59	2%	9,224	184	10,884
60	2%	9,039	181	10,847
61	2%	8,858	177	10,807
62	10%	8,681	868	53,824
63	10%	7,813	781	49,223
64	20%	7,032	1,406	90,007
65	40%	5,625	2,250	146,262
66	60%	3,375	2,025	133,661
67	75%	1,350	1,013	67,843
68	75%	338	253	17,214
69	75%	84	63	4,367
70	100%	21	21	1,477
Total			10,000	640,257
Average Age				64

Schedule SB, Line 24 — Change in Actuarial Assumptions

Expense normal cost increased from \$3,974,380 to \$6,183,063 to reflect our expectations for the current plan year.

In addition, assumed retirement rates and form of payment assumption were updated to better reflect both historical and expected future plan experience.

Schedule SB, Line 25 — Change in Actuarial Methods

The sponsor changed its interest rate election from segment rates with no look-back to segment rates with a four month look-back.

Schedule SB, Line 26 — Schedule of Active Participant Data

	Years of credited service								
Age	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40+
Under 25		2							
25 - 29		23 142	2						
30 - 34	2	42 192	34 356						
35 - 39	2	47 269	62 451	17 718					
40 - 44		66 305	69 579	34 935	40 855	3			
45 - 49	1	66 346	81 809	39 824	53 1,155	28 1,493	13 1,002		
50 - 54	1	64 435	71 781	49 1,139	55 1,328	54 1,800	98 1,740	15 1,423	
55 - 59		45 235	65 710	34 1,015	39 1,361	48 1,862	97 1,812	88 1,915	8 1,634
60 - 64		31 371	54 755	26 1,103	26 1,195	33 1,534	71 1,956	60 2,297	45 2,508
65 - 69		11 311	9	8	4	8	17	7	20 2,453
70+		1					4	2	2

In each cell, the top number is the count of active participants for each age/service combination and the bottom number is average monthly frozen benefit. Average frozen benefit is not shown for cells with fewer than 20 participants.

Average monthly accrued benefits have been shown in lieu of average compensation because the plan is “hard-frozen”.

Schedule SB, Line 32 — Schedule of Amortization Bases

The shortfall amortization charge is the sum of the shortfall base amortization for each plan year covered under PPA. Although a shortfall base can be negative, the combined shortfall amortization charge cannot be negative.

Shortfall bases				
Year established		Outstanding balance	Years remaining	2011 Installment
2010	\$	118,827,233	6	\$ 22,065,396
2011		(21,338,197)	7	(3,510,756)
Total	\$	97,489,036		\$ 18,554,640

Schedule SB, Part V — Statement of Actuarial Assumptions/Methods**Discount rate sponsor elections**

Segment rates or full yield curve	Segment
Look-back months	4
First 5 years	3.78%
Next 15 years	6.31%
Over 20 years	6.57%

Mortality sponsor elections

Healthy and disabled participants	Section 430(h)(3) prescribed separate static annuitant and nonannuitant mortality tables. These tables are based on the RP-2000 mortality tables projected with mortality improvement to the valuation year plus 7 and 15 years based on Scale AA.
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Other economic assumptions

Salary increases	N/A
Flat-dollar benefit increases	N/A
Social Security wage base	N/A
Inflation	N/A
Expected investment return	N/A
Expenses	\$6,183,063 added to current year normal cost

Demographic assumptions

Withdrawal	See table of sample rates.
Disability incidence	Sex-Distinct 1985 Pension Disability Table Class 2. See table of sample rates.

Retirement age

Attained age	Rate
55 – 61	2%
62 – 63	10%
64	20%
65	40%
66	60%
67 – 69	75%
70	100%

Benefit commencement age for

Future vested deferred	65
Current vested deferred	65

Schedule SB, Part V — Statement of Actuarial Assumptions/Methods

Spouse assumptions	<u>Male participants</u>	<u>Female participants</u>	
Percentage married	85%	55%	
Spouse age difference	3 years younger	3 years older	
Form of payment	<u>Single life</u>	<u>50% J&S¹</u>	<u>100% J&S</u>
▪ Active retirements ²	45%	20%	35%
▪ Future vested deferreds ²	45%	20%	35%
▪ Future disabilities	45%	20%	35%
▪ Future deaths	0%	100%	0%
▪ Current vested deferreds ²	45%	20%	35%
Unpredictable contingent event assumptions	N/A for any open facilities		

¹ Foxboro – joint & 66 ⅔% survivor annuity

² Safetran – 50% assumed to elect a single life annuity, 20% a 10 year certain & continuous annuity and 30% a joint & 50% survivor annuity

Schedule SB, Part V — Statement of Actuarial Assumptions/Methods

Table of sample rates

Attained age	Table of Sample Disability Rates	
	Males	Females
25	0.093%	0.096%
30	0.134	0.165
35	0.199	0.252
40	0.314	0.357
45	0.505	0.522
50	0.830	0.854
55	1.502	1.490
60	2.266	1.793

Attained age	Table of Sample Withdrawal Rates		
	BTR		Foxboro
	Male	Female	
20	14.96%	24.98%	11.94%
25	9.95	14.97	11.62
30	6.94	9.97	11.21
35	4.91	6.95	10.55
40	2.88	4.93	9.40
45	1.78	2.90	7.54
50	0.61	1.84	4.83
55	0.00	0.75	0.00
60	0.00	0.00	0.00
65	0.00	0.00	0.00
70	0.00	0.00	0.00

Schedule SB, Part V — Statement of Actuarial Assumptions/Methods

Table of Sample Withdrawal Rates all Controls Employees		
Attained age	Male	Female
25	6.00%	6.00%
30	6.00	6.00
35	6.00	6.00
40	5.00	5.00
45	5.00	5.00
50	4.00	4.00
55	4.00	4.00
60	4.00	4.00

Select withdrawal rates as follows based on service

Service	Turnover rates
1	50%
2	25%
3	15%

Schedule SB, Part V — Statement of Actuarial Assumptions/Methods

Actuarial methods

Asset methods

The asset valuation method is the fair market value.

Participant methods

Participants or former participants are included or excluded from the valuation as described below:

- **Participants included:** The plan sponsor provides us with data on all employees as of the valuation date, but only those employees who have completed the plan's eligibility requirements are included in the valuation of liabilities.
- **Participants excluded:** No actuarial liability is included for nonvested participants who terminated prior to the valuation date. For this purpose, participants with a break in service on the valuation date are treated as terminated participants.
- **Insurance contracts:** The plan does not have any insurance contracts.

Schedule SB, Part V — Statement of Actuarial Assumptions/Methods

- **Estimated benefits:** The following assumptions were made for missing participant data:

Former Plan	Missing Item	Number	Estimation Methodology
BTR/Foxboro/APV/Controls/Safetran	Retired or deferred vested benefit	1,541	<ul style="list-style-type: none"> ▪ 1,519 records based on last year's data ▪ 22 records based on the average actual benefit amount for other deferred vested or retired participants
BTR/APV/Controls	Date of retirement	8,332	<ul style="list-style-type: none"> ▪ 5 records used the valuation date ▪ 8,326 records based on last year's data ▪ 1 record used normal retirement date at age 65 for TVs
BTR/Controls	Beneficiary Gender	78	<ul style="list-style-type: none"> ▪ 35 records assumed opposite of participant's gender ▪ 43 based on last year's data
BTR/Foxboro/APV/Controls	Missing participant birth date	123	<ul style="list-style-type: none"> ▪ 122 records based on last year's date of birth ▪ 1 record based on average date of birth
BTR/Foxboro/APV/Controls	Missing beneficiary birth date	85	<ul style="list-style-type: none"> ▪ 11 records estimated average birth date based on participant status, or males 3 years older than females for participant and beneficiary, if either available. ▪ 74 records based on last year's date of birth
APV/Controls	Form of payment for an inactive participant	42	<ul style="list-style-type: none"> ▪ 42 records based on last year's data
Controls	Joint & survivor percentage continued	60	<ul style="list-style-type: none"> ▪ 59 records based on last year's data ▪ 1 record set as J&S 100%

Schedule SB, Part V — Statement of Actuarial Assumptions/Methods

Minimum funding methods

Target liability for minimum funding calculations is computed using the traditional unit credit method of funding. The objective under this method is to fund each participant's benefits under the plan as they accrue. Thus, the total pension to which each participant is expected to become entitled at retirement is broken down into units, each associated with a year of past or future credited service.

A detailed description of the calculation follows:

- The plan's valuation date is the beginning of the plan year.
- An individual's **funding target** is the present value of future benefits based on credited service and average pay as of the beginning of the plan year, and an individual's **target normal cost** is the present value of the benefit expected to accrue in the plan year. If multiple decrements are used, the funding target and the target normal cost for an individual is the sum of the component funding targets and target normal costs associated with the various anticipated separation dates.
- This plan provides certain death benefits that are not based a participant's years of service. These benefits are allocated to funding target by multiplying the benefit by the ratio of service on the valuation date to service at each decrement age. These benefits are allocated to target normal cost based on the proportionate benefits attributable to the increase in the participant's service during the plan year.
- The plan's **target normal cost** is the sum of the individual target normal costs, and the plan's **funding target** is the sum of the individual funding targets for all participants under the plan.

Schedule SB, Part V — Summary of Plan Provisions

Benefits included or excluded

Unless noted below, all benefits provided by the plan are included in this valuation.

- **Plan amendments:** Amendments adopted after the valuation date or effective after the current plan year are excluded from the valuation
- **IRC Section 436 benefit restrictions:**
 - *Unpredictable contingent event benefits:* This valuation excludes restricted contingent event benefits that occurred before the valuation date but includes contingent event benefits which are expected to occur on or after the valuation date regardless of anticipated funding-based limitations.
 - *Plan amendments:* See above.
 - *Prohibited payments:* Limitations on prohibited benefits (if any) are reflected for annuity starting dates before the valuation date but are ignored for annuity starting dates on or after the valuation date.
 - *Benefit accruals:* The plan's funding target does not reflect any limitation on benefit accruals. The target normal cost does not reflect any limitation on benefit accruals.
- **Scheduled benefit increases:** Scheduled benefit increases effective after the end of the current plan year are excluded from minimum funding requirements.
- **Late retirement increases:**

Active participants: The plan provides benefit suspension notices to participants who work beyond normal retirement; therefore, late retirement actuarial increases only apply to participants who defer retirement beyond age 70½. This valuation includes increases for current participants over age 70.

 - *Deferred vested participants:* Current deferred vested participants over normal retirement age are valued including the late retirement actuarial increase.
- **Unpredictable contingent event benefits:** The plan does not have any unpredictable contingent event benefits.
- **IRC Section 415(b) benefit limitations:** The limitations of Internal Revenue Code Section 415(b) have been incorporated into our calculations.
- **IRC Section 416 rules for top-heavy plans:** We did not test whether this plan is top-heavy (when the present value of benefits for key employees equals or exceeds 60 percent of the present value for all participants). However, we expect that the plan is not top-heavy due to the large number of rank-and-file participants; therefore, the funding target and target normal cost do not reflect any liability for top-heavy benefit accruals.

Schedule SB, Part V — Summary of Plan Provisions**Summary of major plan provisions****EIN/PN** 04-3387605/003**General Changes in Plan Provisions** The 2011 pay cap and 2011 benefit limit under Code Section 415(b) were unchanged from 2010 levels (\$245,000 and \$195,000, respectively).

The Safetran Plan was merged into this plan effective September 15, 2010.

Schedule SB, Part V — Summary of Plan Provisions**BTR Controls Hourly Employees Hired on or After January 1, 2002**

<i>Effective Date</i>	January 1, 2002
<i>Most Recent Amendment</i>	January 1, 2011
<i>Eligibility</i>	<p>An eligible employee is any non-union hourly employee of BTR Controls hired on or after January 1, 2002.</p> <p>Note: The following employees are not eligible to participate:</p> <ul style="list-style-type: none"> ▪ Employees covered under a collective bargaining agreement, unless the agreement specifically provides for participation ▪ Leased employees or independent contractors ▪ Non-resident aliens with no income from U.S. sources ▪ Employees of an employer or affiliated employer that has not adopted this Plan ▪ Employees who are earning benefits under any other pension plan sponsored by the employer or affiliated employer.
<i>Participation Date</i>	<p>The plan has been closed to new entrants hired on or after January 1, 2005.</p> <p>A new employee will become a participant in the plan on January 1 or July 1 coincident with or following the date he or she became an eligible employee if full-time and January 1 or July 1 following completion of 1,000 hours if part-time.</p>
<i>Credited Service</i>	<p>Credited Service is granted for employment with an employer as an eligible employee or, if later, after the employer became an affiliated employer. Years of Credited Service is measured in elapsed months, with service determined to the end of the month containing the date of termination, rounded to the nearest 1/10th. Credited service was frozen as of November 1, 2009.</p>
<i>Vesting Service</i>	<p>Years of vesting service are measured in elapsed months, with service determined to the end of the month containing the date of termination, rounded to the nearest 1/10th.</p>
<i>Normal Retirement</i>	
<i>Eligibility</i>	Age 65
<i>Benefit</i>	\$17.25 per month per year of Credited Service.
<i>Commencement</i>	Payments commence on the later of the first day of the month following an employee's retirement or the date the participant applies for the benefit.

Schedule SB, Part V — Summary of Plan Provisions**BTR Controls Hourly Employees Hired on or After January 1, 2002** *(continued)*

Form of Payment Benefits are normally payable in an unreduced amount as a life annuity for unmarried participants and in a reduced amount on a 50% joint and survivor basis for married participants. Other forms of payment are available on an Actuarially Equivalent basis.

Late Retirement Each employee who continues to be an employee after attaining his normal retirement age and retires prior to attaining age 70½ shall be entitled upon actual retirement to receive a monthly benefit determined in the same manner as for normal retirement as of his Late Retirement Date.

Early Retirement

Eligibility Age 55 with at least 10 years of Vesting Service

Benefit Accrued normal retirement benefit reduced by 0.25% per month if retirement is in the first 60 months and 0.333% per month if retirement is between 60 and 120 months prior to Normal Retirement Date. The early retirement reductions at each age are as follows:

<u>Age</u>	<u>Reduction Factor</u>
55	0.60
56	0.64
57	0.68
58	0.72
59	0.76
60	0.85
61	0.88
62	0.91
63	0.94
64	0.97
65	1.00

Commencement Anytime between Early Retirement Date and Normal Retirement Date, at the employee's election.

Form of Payment Same as for normal retirement.

Deferred Vested Benefit

Eligibility If a participant terminates employment prior to normal retirement and has at least 5 years of Vesting Service, the participant is eligible to receive a benefit at normal retirement age.

Schedule SB, Part V — Summary of Plan Provisions**BTR Controls Hourly Employees Hired on or After January 1, 2002** *(continued)*

<i>Benefit</i>	Accrued normal retirement benefit payable at age 65.
<i>Commencement</i>	An employee's deferred vested benefit shall commence in full on his Normal Retirement Date or, at his option, in a reduced amount prior to his Normal Retirement Date, but after eligibility for early retirement. Benefits shall be reduced in the same manner as early retirement. An employee, who has at least 5 but less than 10 years of Vesting Service and is aged at least 55, can retire with an Actuarial Equivalent reduction to his or her accrued benefit.
<i>Form of Payment</i>	Same as for normal retirement.
<i>Disability Benefit</i>	
<i>Eligibility</i>	Totally and permanently disabled. Participant has to apply for Social Security Disability and complete 15 years of Credited Service, and receive Social Security between age 40 and age 65.
<i>Benefit</i>	Unreduced accrued normal retirement benefit.
<i>Commencement</i>	Payable on the 7th month following disability.
<i>Form of Payment</i>	Same as for normal retirement.
<i>Death Benefit</i>	
<i>Before Retirement</i>	If a participant dies after five years of Vesting Service and has been married at least one year, 50% of the accrued normal retirement benefit, based on Credited Service at the time of death, reduced by appropriate early retirement and qualified joint and survivor option factors. Benefit begins at the later of the participant's death or the date the participant would have attained early retirement age.
<i>After Retirement</i>	Death benefits payable after retirement, if any, are payable in accordance with whichever option the retiree elected. \$5,000 lump sum death benefit payable if a person terminates employment, is retirement eligible and receives his/her benefits as an annuity.
<i>Actuarial Equivalent Except as Noted Below</i>	An amount having equal value when computed on the basis of a 5% interest rate compounded annually and a blend of 50% of the male mortality rates and 50% of the female mortality rates from the 1983 Group Annuity Mortality Table.
<i>Actuarial Equivalent for Lump Sums (small cashouts)</i>	Effective January 1, 2008, an interest rate equal to the annual rate structure based on the Pension Protection Act of 2006 (PPA) rates for the month of October preceding the plan year during which the payment occurs and mortality rates based on PPA rates for the applicable year.

Schedule SB, Part V — Summary of Plan Provisions**BTR Controls Hourly Employees Hired on or After January 1, 2002** *(continued)**Actuarial Equivalent for
Certain and Continuous
(C&C) option* $.960 + (.0043 \text{ times } (65-x))$ for 10 C&C $.905 + (.0080 \text{ times } (65-x))$ for 15 C&C

Factors are limited to .999 (x is the employee's age)

*Actuarial Equivalent for
Joint and Survivor (J&S)
option* $.890 - (.0065 \text{ times } (x-y)) + (.005 \text{ times } (65-x))$ for 100% J&S $.915 - (.0052 \text{ times } (x-y)) + (.004 \text{ times } (65-x))$ for 75% J&S $.941 - (.0038 \text{ times } (x-y)) + (.003 \text{ times } (65-x))$ for 50% J&S

Factors are limited to .999 (x is the employee's age, y is the spouse's age)

Schedule SB, Part V — Summary of Plan Provisions**BTR Non-Controls Employees**

Effective Date May 31, 1970

Most Recent Amendment January 1, 2011

Eligibility An eligible employee is any non-union employee of BTR, Inc. (or an affiliated company that has adopted the Plan) who has completed one year of service.

Note: The following employees are not eligible to participate:

- Employees covered under a collective bargaining agreement, unless the agreement specifically provides for participation
- Leased employees or independent contractors
- Non-resident aliens with no income from U.S. sources
- Employees of an employer or affiliated employer that has not adopted this Plan
- Employees who are earning benefits under any other pension plan sponsored by the employer or affiliated employer.

Participation Date A new employee will become a participant in the plan on the first of the month coincident with or following the date he or she became an eligible employee.

Employees hired on or after January 1, 2005 are eligible to forego participation in the plan in exchange for enhanced defined contribution plan benefits.

As a result of the merger of a number of prior plans, the Participation Date of participants of those plans was January 1, 1996. The following table illustrates Participation Dates of employees whose employer became a participating employer after this plan merger.

Schedule SB, Part V — Summary of Plan Provisions**BTR Non-Controls Employees** *(continued)*

Subsidiary, Operating Unit or Location	Effective Participation Date
BTR Sealing Systems – West	January 1, 1996
BTR Anti Vibration Systems	February 15, 1996
Fenwal Electronics	April 1, 1996
Taabs, Inc.	May 1, 1996
Vogt Valves, Inc.	July 12, 1996
Burco	February 28, 1997
EMC Motor Co., Inc.	January 1, 1998
Limitorque	January 1, 1998
Precision Meters, Inc.	January 1, 1998
Alliance Engines, LLC	January 1, 1998
Addax, Inc	July 1, 1998
Exide Electronics Corporation	January 1, 1999
MB Manufacturing, Inc.	January 1, 1999
PMV-USA, Inc.	January 1, 2000
Best Power	January 1, 2000
Hawker Trojan Alliance	May 1, 2000
IM Serve North America	May 1, 2000
Rexnord Coupling Deer Park	June 1, 2000
Cactus Integration Group	January 1, 2001

Credited Service

Credited Service is granted for employment with an employer as an eligible employee on or after January 1, 1996 or, if later, after the employer became an affiliated employer.

Years of Credited Service is measured on the basis that:

- 12 months of service (or 365 days of service) equals one year of service, and
- 30 days of service equals one month of service with respect to the aggregation of fractional months.

Credited service was frozen as of November 1, 2009.

Schedule SB, Part V — Summary of Plan Provisions**BTR Non-Controls Employees** *(continued)**Vesting Service*

One year of Vesting Service is earned for each twelve month period of employment for employment after December 31, 1995. However, in the case of a participant who on December 31, 1995 was participating in a prior plan, Vesting Service under this Plan as of January 1, 1996 shall be equal to vesting service determined as of December 31, 1995 under the provisions of the prior plan. In addition, Vesting Service shall include Vesting Service with the following acquired companies:

- GenCorp (acquired February 16, 1996)
- Henry Vogt Machine Company (acquired July 12, 1996)
- Burco Utility Railroad and Supply Corporation (acquired February 28, 1997)
- ECM Motor Company (acquired June 6, 1997)
- Limitorque Corporation (acquired August 1, 1997)
- Precision Meters, Inc. (acquired February 6, 1997)
- Alliance Engines, L.L.C. (acquired August 1, 1997)
- Addax, Inc. (acquired February 27, 1998)
- PMV USA, Inc. (acquired May 9, 1998)
- Best Power Division (acquired January 1, 2000)
- Hawker Trojan Alliance (acquired May 1, 2000)
- IM Serve North America (acquired May 1, 2000)
- Rexnord Coupling Deer Park (acquired June 1, 2000)
- Lambda EM1 (acquired October 1, 2000)
- Cactus Integration Group (acquired January 1, 2001)

Compensation

Compensation is total amount paid in the plan year as reported on IRS Form W-2, excluding severance, any amount attributable to any stock plan and taxable fringe benefits earned during the plan year. Annual Compensation includes deferrals made pursuant to Code Section 401(k) or 125.

Annual Average Compensation

The participant's average annual compensation for the 5 full non-consecutive calendar years in which the largest amounts of Compensation were received during the final 10 years of the participant's employment.

Schedule SB, Part V — Summary of Plan Provisions**BTR Non-Controls Employees** *(continued)*

<i>Index Fraction</i>	Average Annual Compensation for the participant as of the day of determination divided by the participant's Average Annual Compensation as of December 31, 1995, where the fraction is not less than one.
<i>Integration Level</i>	As of specific determination date, a dollar amount equal to the Social Security Taxable Wage Base for the calendar year containing the determination date multiplied by 40%. This amount shall be rounded to the nearest multiple of \$100.
<i>Social Security Taxable Wage Base</i>	The amount of wages from which Social Security Taxes are required to be withheld in accordance with the Federal Insurance Contributions Act, or any successor act, which in effect at the beginning of the plan year.

Schedule SB, Part V — Summary of Plan Provisions**BTR Non-Controls Employees** *(continued)**Normal Retirement**Eligibility*

Age 65

Benefit

The sum of A. and B. as below:

- A. The sum of a. and b. multiplied by c. below:
 - a. 0.9% multiplied by participant's Average Annual Compensation up to the Integration Level
 - b. 1.4% of the participant's Average Annual Compensation in excess of the Integration Level
 - c. Participant's years of Credited Service, not to exceed 30 years, earned after December 31, 1995.
- B. The participant's accrued benefit determined under the prior plan as of December 31, 1995.
 - For the participants who were active participants under the plans as listed below, B. is multiplied by the Index Fraction:
 - BTR Inc, Pension Plan for Salaried Employees
 - Niagra Lockport Salaried Plan
 - Clarkson Salaried Plan
 - Schlegel General Plan
 - DCE Plan
 - Stewart-Warner Corporation Retirement Income Plan (Part A)
 - Lister-Petter Prior Plan
 - M&F Salaried Plan
 - Power Conversion Inc. Plan
 - Stewart-Warner Corporation Plan
 - Hawker Pacific Plan
 - GenCorp Inc. Pension Plan (accrued benefit determined February 15, 1996)
 - For the participants who were participants in the Link-Belt Employees' Retirement Plan, the normal retirement benefit calculated above shall be reduced by the amount of any benefit payable to the participant under the FMC Plan.

Commencement

Payments commence on the later of the first day of the month following an employee's retirement or the date the participant applies for the benefit.

Form of Payment

Benefits are normally payable in an unreduced amount as a life annuity for unmarried participants and in a reduced amount on a 50% joint and survivor basis for married participants. Other forms of payment are available on an Actuarially Equivalent basis.

Additional payment options may be available to participants subject to prior plan provisions.

Schedule SB, Part V — Summary of Plan Provisions**BTR Non-Controls Employees** *(continued)**Late Retirement*

Each employee who continues to be an employee after attaining his normal retirement age and retires prior to attaining age 70½ shall be entitled upon actual retirement to receive a monthly benefit determined in the same manner as for normal retirement as of his Late Retirement Date.

*Early Retirement**Eligibility*

Age 55 with at least 10 years of Vesting Service

For participants in the Dranetz Technologies, Inc. Employees Retirement Plan as of December 31, 1993, the eligibility is age 55 with at least 8 years of Vesting Service.

For participants in the F.H. Maloney Plan on August 14, 1993 or in the Part B of the M&FC Salaried Prior Plan on or in Part A of the SWWCC Prior Plan or in the Lister-Petter Prior Plan as of December 31, 1995, the eligibility is age 55 with at least 5 years of Vesting Service.

For participants in the Safetran Prior Plan as on December 31, 1995, the eligibility is age 55 with at least 9 years of Vesting Service, or age 56 with at least 8 years of Vesting Service, or age 57 with at least 7 years of Vesting Service, or age 58 with at least 6 years of Vesting Service, or age 59 with at least 5 years of Vesting Service, or age 60 with at least 4 years of Vesting Service.

For participants in the Weavexx Non-Exempt Prior Plan as of December 31, 1995, the eligibility is the earlier of (i) age 50 with at least 20 years of Vesting Service or (ii) age 55.

For participants in the Stewart-Warner Prior Plan as of December 31, 1995 who became employees under the Stewart-Warner Prior Plan prior to January 1, 1976, the eligibility is age 55 regardless of the number of years of Vesting Service.

Schedule SB, Part V — Summary of Plan Provisions**BTR Non-Controls Employees** *(continued)**Benefit*

Accrued normal retirement benefit reduced by 5/9ths of 1% for each of the first 60 months and 5/18ths of 1% for each additional month by which the participant's benefit commencement date precedes his normal retirement date.

In no circumstance, will the early retirement benefit for any participant in a prior plan on December 31, 1995 be less than the early retirement benefit determined as of December 31, 1995 under the terms of the prior plan.

Commencement

Anytime between Early Retirement Date and Normal Retirement Date, at the employee's election.

Form of Payment

Same as for normal retirement.

*Deferred Vested Benefit**Eligibility*

If a participant terminates employment prior to normal retirement and has at least 5 years of Vesting Service, the participant is eligible to receive a benefit at normal retirement age.

Benefit

Accrued normal retirement benefit payable at age 65.

Commencement

An employee's deferred vested benefit shall commence in full on his Normal Retirement Date or, at his option, in a reduced amount prior to his Normal Retirement Date, but after eligibility for early retirement. Benefits shall be reduced in the same manner as early retirement.

Form of Payment

Same as for normal retirement.

*Disability Benefit**Eligibility*

If the active participant is eligible for a company-sponsored long-term disability benefit, he or she will continue to accrue Credited and Vesting Service under the plan during periods of disability, but Average Annual Compensation is determined as of the date disability commenced. If the participant is not eligible for a for a company-sponsored long-term disability benefit, the participant will be eligible to receive a temporary benefit equal to the participant's accrued benefit which will be payable until the earlier of the participant's death, cessation of disability, or attainment of age 65.

Benefit

Accrued normal retirement benefit.

Schedule SB, Part V — Summary of Plan Provisions**BTR Non-Controls Employees** *(continued)*

<i>Commencement</i>	As described under eligibility.
<i>Form of Payment</i>	Same as for normal retirement.
<i>Death Benefit</i>	
<i>Before Retirement</i>	If a participant dies after five years of Vesting Service and has been married at least one year, 50% of the accrued normal retirement benefit, based on Average Annual Compensation and Credited Service at the time of death, reduced by appropriate early retirement and qualified joint and survivor option factors. Benefit begins at the later of the participant's death or the date the participant would have attained early retirement age.
<i>After Retirement</i>	Death benefits payable after retirement, if any, are payable in accordance with whichever option the retiree elected.
<i>Actuarial Equivalent</i>	For determination dates occurring on or after January 1, 1996, means an amount having equal value when computed on the basis of a 7% interest rate compounded annually and a blend of 50% of the male mortality rates and 50% of the female mortality rates from the 1983 Group Annuity Mortality Table.
<i>Actuarial Equivalent for Lump Sums (small cashouts)</i>	Effective January 1, 2008, an interest rate equal to the annual rate structure based on the Pension Protection Act of 2006 (PPA) rates for the month of October preceding the plan year during which the payment occurs and mortality rates based on PPA rates for the applicable year.

Schedule SB, Part V — Summary of Plan Provisions**BTR Controls Salaried Employees and Controls Hourly Employees Hired Prior to January 1, 2002***Effective Date* May 31, 1970*Most Recent Amendment* January 1, 2011*Eligibility* An eligible employee is any non-union salaried employee of BTR Controls, or any non-union hourly employee of BTR Controls hired before January 1, 2002.**Note:** The following employees are not eligible to participate:

- Employees covered under a collective bargaining agreement, unless the agreement specifically provides for participation
- Leased employees or independent contractors
- Non-resident aliens with no income from U.S. sources
- Employees of an employer or affiliated employer that has not adopted this Plan
- Employees who are earning benefits under any other pension plan sponsored by the employer or affiliated employer.

The plan has been closed to new entrants hired on or after January 1, 2005.

Participation Date A new employee will become a participant in the plan on January 1 or July 1 coincident with or following the date he or she became an eligible employee, if full-time on January 1 or July 1 following completion of 1,000 hours, if part-time.

As a result of the merger of a number of prior plans, the Participation Date of participants of those plans was January 1, 1996. The table following illustrates Participation Dates of employees whose employer became a participating employer after this plan merger and who are employees of BTR Controls.

Subsidiary, Operating Unit or Location	Effective Participation Date
Fenwal Electronics	April 1, 1996
Taabs, Inc.	May 1, 1996
ECM Motor Co., Inc.	January 1, 1998
Precision Meters, Inc.	January 1, 1998
IM Serve North America	May 1, 2000

Schedule SB, Part V — Summary of Plan Provisions**BTR Controls Salaried Employees and Controls Hourly Employees Hired Prior to January 1, 2002** *(continued)*

<i>Credited Service</i>	<p>Credited Service is granted for employment with an employer as an eligible employee on or after January 1, 1996 or, if later, after the employer became an affiliated employer.</p> <p>Years of Credited Service is measured in elapsed months with service determined to the end of the month containing the date of termination, rounded to the nearest 1/10th. Service is counted in number of months, rounded to the nearest 1/10th.</p> <p>Credited service was frozen as of November 1, 2009.</p>
<i>Vesting Service</i>	<p>Years of Vesting Service is measured in elapsed months, with service determined to the end of the month containing the date of termination, rounded to the nearest 1/10th.</p> <p>One year of Vesting Service is earned for each twelve month period of employment for employment after December 31, 1995. However, in the case of a participant who on December 31, 1995 was participating in a prior plan, Vesting Service under this Plan as of January 1, 1996 shall be equal to vesting service determined as of December 31, 1995 under the provisions of the prior plan. In addition, Vesting Service shall include Vesting Service with the following acquired companies:</p> <ul style="list-style-type: none"> ▪ ECM Motor Company (acquired June 6, 1997) ▪ Precision Meters, Inc. (acquired February 6, 1997) ▪ IM Serve North America (acquired May 1, 2000)
<i>Compensation</i>	<p>Compensation is total amount paid in the plan year as reported on IRS Form W-2, including severance, and excluding any amount attributable to any stock plan and taxable fringe benefits earned during the year. Compensation includes deferrals made pursuant to Code Section 401(k) or 125.</p>
<i>Covered Compensation</i>	<p>Average of the 35 years of Social Security Taxable Wage Base ending with year the participant attains Social Security Retirement Age.</p>
<i>Annual Average Compensation</i>	<p>The participant's average annual compensation for the 5 full non-consecutive calendar years in which the largest amounts of Compensation were received during the final 10 years of the participant's employment.</p>

Schedule SB, Part V — Summary of Plan Provisions**BTR Controls Salaried Employees and Controls Hourly Employees Hired Prior to January 1, 2002** *(continued)*

<i>Index Fraction</i>	Average Annual Compensation for the participant as of the day of determination divided by the participant's Average Annual Compensation as of December 31, 1995, where the fraction is not less than one.
<i>Integration Level</i>	As of a specific determination date, a dollar amount equal to the Social Security Taxable Wage Base for the calendar year containing the determination date multiplied by 40%. This amount shall be rounded to the nearest multiple of \$100.
<i>Social Security Taxable Wage Base</i>	The amount of wages from which Social Security Taxes are required to be withheld in accordance with the Federal Insurance Contributions Act, or any successor act, which in effect at the beginning of the plan year.
<i>Normal Retirement</i>	
<i>Eligibility</i>	Age 65

Schedule SB, Part V — Summary of Plan Provisions**BTR Controls Salaried Employees and Controls Hourly Employees Hired Prior to January 1, 2002 (continued)***Benefit*

The greater of A. and B. as below.

A. The sum of (i) and (ii) below.

(i) The sum of a. and b. below:

- a. 0.95% multiplied by participant's Average Annual Compensation times years of Credited Service earned after December 31, 1995
- b. 0.65% of the participant's Average Annual Compensation in excess of Covered Compensation times years of Credited Service earned after December 31, 1995, where the number of years of Credited Service is limited to 35 years.

(ii) The participant's accrued benefit determined under the prior plan as of December 31, 1995.

- For the participants who were active participants under the plans as listed below, A(ii). is multiplied by the Index Fraction:
 - BTR Inc, Pension Plan for Salaried Employees
 - Niagra Lockport Salaried Plan
 - Clarkson Salaried Plan
 - Schlegel General Plan
 - DCE Plan
 - Stewart-Warner Corporation Retirement Income Plan (Part A)
 - Lister-Petter Prior Plan
 - M&F Salaried Plan
 - Power Conversion Inc. Plan
 - Stewart-Warner Corporation Plan
 - Hawker Pacific Plan
 - GenCorp Inc. Pension Plan (accrued benefit determined February 15, 1996)

Schedule SB, Part V — Summary of Plan Provisions**BTR Controls Salaried Employees and Controls Hourly Employees Hired Prior to January 1, 2002** *(continued)*

- B. The sum of (i) and (ii) as below:
- (i) The sum of a. and b. multiplied by c. plus d. below:
 - a. 0.9% multiplied by participant's Average Annual Compensation up to the Integration Level determined at December 31, 2001.
 - b. 1.4% of the participant's Average Annual Compensation in excess of the Integration Level determined at December 31, 2001.
 - c. Participant's years of Credited Service, not to exceed 30 years, earned after December 31, 1995 but before December 31, 2001.
 - d. The participant's accrued benefit determined under the prior plan as of December 31, 1995 indexed for increases in final average pay through December 31, 2001 as applicable.
 - (ii) The benefit provided in A(i) based on Credited Service earned after December 31, 2001.

Commencement

Payments commence on the later of the first day of the month following an employee's retirement or the date the participant applies for the benefit.

Form of Payment

Benefits are normally payable in an unreduced amount as a life annuity for unmarried participants and in a reduced amount on a 50% joint and survivor basis for married participants. Other forms of payment are available on an Actuarially Equivalent basis.

Additional payment options may be available to participants subject to prior plan provisions.

Late Retirement

Each employee who continues to be an employee after attaining his normal retirement age and retires prior to attaining age 70½ shall be entitled upon actual retirement to receive a monthly benefit determined in the same manner as for normal retirement as of his Late Retirement Date.

Schedule SB, Part V — Summary of Plan Provisions**BTR Controls Salaried Employees and Controls Hourly Employees Hired Prior to January 1, 2002** *(continued)**Early Retirement**Eligibility*

Age 55 with at least 10 years of Vesting Service

For participants in the Dranetz Technologies, Inc. Employees Retirement Plan as of December 31, 1993, the eligibility is age 55 with at least 8 years of Vesting Service.

For participants in the F.H. Maloney Plan on August 14, 1993 or in the Part B of the M&FC Salaried Prior Plan on or in Part A of the SWWCC Prior Plan or in the Lister-Petter Prior Plan as of December 31, 1995, the eligibility is age 55 with at least 5 years of Vesting Service.

For participants in the Safetran Prior Plan as of December 31, 1995, the eligibility is age 55 with at least 9 years of Vesting Service, or age 56 with at least 8 years of Vesting Service, or age 57 with at least 7 years of Vesting Service, or age 58 with at least 6 years of Vesting Service, or age 59 with at least 5 years of Vesting Service, or age 60 with at least 4 years of Vesting Service.

For participants in the Weavexx Non-Exempt Prior Plan as of December 31, 1995, the eligibility is the earlier of (i) age 50 with at least 20 years of Vesting Service or (ii) age 55.

For participants in the Stewart-Warner Prior Plan as of December 31, 1995 who became employees under the Stewart-Warner Prior Plan prior to January 1, 1976, the eligibility is age 55 regardless of the number of years of Vesting Service.

Schedule SB, Part V — Summary of Plan Provisions**BTR Controls Salaried Employees and Controls Hourly Employees Hired Prior to January 1, 2002 (continued)***Benefit*

Accrued normal retirement benefit reduced by 0.333% for each month by which the participant's benefit commencement date precedes his normal retirement date. This reduction applies to A(i)(a) and the corresponding benefit derived in B(ii).

The excess piece, i.e., A(i)(b) and the corresponding excess benefit in B(ii) is reduced based on the following table:

Age	Excess Reduction Factor
65	1.000
64	.923
63	.846
62	.769
61	.730
60	.692
59	.653
58	.615
57	.577
56	.529
55	.486

In no circumstance, will the early retirement benefit for any participant in a prior plan on December 31, 1995 be less than the early retirement benefit determined as of December 31, 1995 under the terms of the prior plan.

The BTR early retirement reduction factors will continue to apply to any pieces of the benefit due to the BTR formula, i.e., A(ii) and B(i). Refer to the BTR Non-Controls Employees provision summary for these factors.

Commencement

Anytime between Early Retirement Date and Normal Retirement Date, at the employee's election.

Form of Payment

Same as for normal retirement.

*Deferred Vested Benefit**Eligibility*

If a participant terminates employment prior to normal retirement and has at least 5 years of Vesting Service, the participant is eligible to receive a benefit at normal retirement age.

Schedule SB, Part V — Summary of Plan Provisions**BTR Controls Salaried Employees and Controls Hourly Employees Hired Prior to January 1, 2002 (continued)**

<i>Benefit</i>	Accrued normal retirement benefit payable at age 65.
<i>Commencement</i>	An employee's deferred vested benefit shall commence in full on his Normal Retirement Date or, at his option, in a reduced amount prior to his Normal Retirement Date, but after eligibility for early retirement. Benefits shall be reduced in the same manner as early retirement. An employee who has at least 5 but less than 10 years of Vesting Service and is at least age 55 can retire with an Actuarial Equivalent reduction to his or her accrued benefit.
<i>Form of Payment</i>	Same as for normal retirement.
<i>Disability Benefit</i>	
<i>Eligibility</i>	If the active participant is eligible for a company-sponsored long-term disability (LTD) benefit, he or she will continue to accrue Credited and Vesting Service under the plan during periods of disability, but Average Annual Compensation is determined as of the date disability commenced. Pre-2002 LTD employees stay in the terms of the plan at the time of disability. Effective January 1, 2002, no new participants are eligible for disability benefits unless they are covered under an LTD plan.
<i>Benefit</i>	Accrued normal retirement benefit.
<i>Commencement</i>	As described under eligibility.
<i>Form of Payment</i>	Same as for normal retirement.
<i>Death Benefit</i>	
<i>Before Retirement</i>	If a participant dies after five years of Vesting Service and has been married at least one year, 50% of the accrued normal retirement benefit, based on Average Annual Compensation and Credited Service at the time of death, reduced by appropriate early retirement and qualified joint and survivor option factors. Benefit begins at the later of the participant's death or the date the participant would have attained early retirement age.
<i>After Retirement</i>	Death benefits payable after retirement, if any, are payable in accordance with whichever option the retiree elected. \$5,000 lump sum death benefit payable if a participant terminates employment, is eligible to retire and receives his/her benefits as an annuity.

Schedule SB, Part V — Summary of Plan Provisions**BTR Controls Salaried Employees and Controls Hourly Employees Hired Prior to January 1, 2002 (continued)**

<i>Actuarial Equivalent Except as Noted Below</i>	An amount having equal value when computed on the basis of a 5% interest rate compounded annually and a blend of 50% of the male mortality rates and 50% of the female mortality rates from the 1983 Group Annuity Mortality Table.
<i>Actuarial Equivalent for Lump Sums (small cashouts)</i>	Effective January 1, 2008, an interest rate equal to the annual rate structure based on the Pension Protection Act of 2006 (PPA) rates for the month of October preceding the plan year during which the payment occurs and mortality rates based on PPA rates for the applicable year.
<i>Actuarial Equivalent for Certain and Continuous (C&C) option</i>	.960 + (.0043 times (65-x)) for 10 C&C .905 + (.0080 times (65-x)) for 15 C&C Factors are limited to .999 (x is the employee's age)
<i>Actuarial Equivalent for Joint and Survivor (J&S) option</i>	.890 – (.0065 times (x-y)) + (.005 times (65-x)) for 100% J&S .915 – (.0052 times (x-y)) + (.004 times (65-x)) for 75% J&S .941 – (.0038 times (x-y)) + (.003 times (65-x)) for 50% J&S Factors are limited to .999 (x is the employee's age; y is the spouse's age)

Schedule SB, Part V — Summary of Plan Provisions**Foxboro**

<i>Effective Date</i>	September 1, 1976
<i>Most Recent Amendment</i>	January 1, 2011
<i>Eligibility</i>	<p>The first of the month following age 21 and completion of one Employment Year during which he/she was credited with at least 1,000 Hours of Service.</p> <p>The plan has been closed to new entrants hired on or after January 1, 2005. In addition, employees hired before January 1, 2005 were eligible to forego future defined benefit accruals in return for enhanced defined contribution plan benefits.</p>
<i>Hours of Service</i>	Each employee will be credited with 190 hours of service for each calendar month if he/she completed at least one hour of service during said calendar month. For employment less than full time, employee will be credited with one year of service for each year of service actually completed.
<i>Employment Year</i>	A consecutive 12 month period computed from the day employee first completed an Hour of Service with the employer, and any anniversaries of such day.
<i>Credited Service</i>	<p>One year of Credited Service is granted for each Employment Year on or after September 1, 1985 in which an employee is a participant and has been credited with 2,280 or more Hours of Service. A participant who is credited with less than 2,280 Hours of Service in an Employment Year shall be credited with a ratable fraction of a Year of Credited Service.</p> <p>Prior to September 1, 1985, Credited Service is provided for periods of employment during which the participant would have been a participant had the eligibility provisions always been in effect.</p> <p>Credited service was frozen as of November 1, 2009.</p>
<i>Vesting Service</i>	<p>For employment prior to September 1, 1976, all service under the provisions of the plan in effect prior to September 1, 1976 is counted except for service preceding attainment of age 18. On or after September 1, 1976, an employee shall be credited with one year of Vesting Service for each year in which he or she is credited with 1,000 or more Hours of Service, except that Employment Years preceding the Employment Year in which he or she attains 18 are disregarded.</p>
<i>Actual Monthly Compensation</i>	<p>Monthly equivalent of the basic rate of wage or salary including shift premiums and sales incentive payments. Overtime, commissions, bonus, profit-sharing allocations and certain other forms of extra compensation are excluded from this definition. Compensation includes deferrals made pursuant to Code Section 401(k) and Code Section 125.</p>

Schedule SB, Part V — Summary of Plan Provisions**Foxboro (continued)**

<i>Base Monthly Compensation</i>	Average of the highest 60 consecutive Actual Monthly Compensation amounts.
<i>Primary Social Security Benefit</i>	“Primary Insurance Amount” under the terms of Federal Social Security Act in effect as of the applicable date.
<i>Normal Retirement Eligibility</i>	A participant is eligible for a normal retirement pension as of the first day of the month coinciding with or next following his 65th birthday.
<i>Benefit</i>	<p>A participant retiring on or after his Normal Retirement Date is entitled to a monthly pension determined as follows:</p> <p>One and one-half percent (1.5%) of his Base Monthly Compensation less the participant’s Primary Social Security Benefit, multiplied by his Credited Service (up to a maximum of 40 years).</p> <p>Participants who met the “rule of 75” on October 31, 1998 have a frozen minimum accrued benefit equal to their accrued benefit as of October 31, 1998 based on an additional five years of Credited Service. The “rule of 75” is satisfied if the sum of age and years of employment equals or exceeds 75.</p> <p>Employees of Triconex Corporation ceased to accrue benefits under the plan as of May 31, 1999.</p>
<i>Commencement</i>	Payments commence on the later of the first day of the month following an employee’s retirement or the date the participant applies for the benefit.
<i>Form of Payment</i>	For married participants the normal form of payment is a reduced 66-2/3% qualified joint and survivor benefit. For unmarried participants, benefits are normally paid in a single life annuity form. Other forms of payments are available on an Actuarially Equivalent basis.
<i>Early Retirement Eligibility</i>	Early retirement is permitted after attainment of age 55 and completion of 10 years of Vesting Service.

Schedule SB, Part V — Summary of Plan Provisions**Foxboro (continued)**

Benefit A participant who retires early is entitled to receive either:

- (a) the benefit accrued at Early Retirement Date commencing on his/her Normal Retirement Date, or
- (b) an immediate benefit reduced at the rate of 4/12 of one percent for each full month by which his/her retirement pension starting date precedes his/her Normal Retirement Date. For a participant age 62 or over with 25 years of service or more, 2/12 of one percent. Unreduced for a participant age 62 or over with 40 years of service or more.

Participants who met the “rule of 75” on October 31, 1998 will receive a minimum benefit equal to their accrued benefit determined as of

October 31, 1998 based on an additional five years of Credited Service and reduced as above, but based on an additional five years of age at October 31, 1998.

Commencement Anytime between early retirement date and normal retirement date, at the employee's election.

Form of Payment Same as for normal retirement

Disability Benefits (Not Covered by LTD Plan)

Eligibility Any participant who elected not to be covered by any Long-Term Disability Plan of the employer and who suffers a disability after he or she has completed 5 or more years of Vesting Service shall be entitled to a disability retirement pension.

Benefit Accrued normal retirement benefit at date of disability payable at age 65

Commencement Same as for deferred benefit

Form of Payment Same as for normal retirement

Disability Benefits (Covered by LTD Plan)

Eligibility Any participant who elected to be covered by any Long-Term Disability Plan of the employer and who suffers a disability after he or she has completed 5 or more years of Vesting Service shall be considered for all purposes of this plan as if such employee had continued to complete Hours of Service and to receive his/her Actual Monthly Compensation during such absence at the same rate as he/she was just prior to such leave and shall not be deemed to have terminated his/her employment.

Schedule SB, Part V — Summary of Plan Provisions**Foxboro (continued)**

<i>Benefit</i>	Accrued normal retirement benefit.
<i>Commencement</i>	Same as for normal retirement.
<i>Form of Payment</i>	Same as for normal retirement.
<i>Deferred Benefit</i>	
<i>Eligibility</i>	If a participant terminates employment prior to normal retirement and has at least 5 years of Vesting Service, the participant is eligible to receive a benefit at normal retirement age.
<i>Benefit</i>	Accrued normal retirement benefit payable at age 65.
<i>Commencement</i>	An employee's deferred vested benefit shall commence in full on his normal retirement date or, at his option, in a reduced amount prior to his normal retirement date, but after eligibility for early retirement.
<i>Form of Payment</i>	Same as for normal retirement
<i>Late Retirement</i>	(1) Each employee who continues to be an employee after attaining his normal retirement age and retires prior to attaining age 70½ shall be entitled upon actual retirement to receive a monthly benefit determined in the same manner as for normal retirement as of his Late Retirement Date.
<i>Death benefit</i>	
<i>Before Retirement</i>	A married participant continuing in employment after becoming vested is covered by a pre-retirement joint and survivor benefit. Such benefit provides for payment of the 66-2/3% surviving spouse's retirement benefit during the life of the deceased participant's spouse from the time the participant would have been eligible for early retirement.
<i>After Retirement</i>	Upon the death of a retired participant a lump sum payment of \$2,000 is paid in addition to such amount as may be payable under any form of annuity elected. Death benefits payable after retirement, if any, are payable in accordance with whichever option the retiree elected.
<i>Actuarial Equivalent Except as Noted Below</i>	Means an amount having equal value when computed on the basis of a 5% interest rate and Pentad-90 mortality.
<i>Actuarial Equivalent for Lump Sums (small cashouts)</i>	Effective January 1, 2008, an interest rate equal to the annual rate structure based on the Pension Protection Act of 2006 (PPA) rates for the month of October preceding the plan year during which the payment occurs and mortality rates based on PPA rates for the applicable year.

Schedule SB, Part V — Summary of Plan Provisions**APV**

<i>Effective Date</i>	January 1, 1989
<i>Most Recent Amendment</i>	January 1, 2011
<i>Eligibility</i>	<p>Each salaried employee of APV becomes a participant and is covered under the plan on the first day of the calendar month coincident with or next following the date on which the employee earns 1,000 or more Hours of Service in such 12 consecutive month period from date of employment or from the anniversary of date of employment.</p> <p>The plan has been closed to new entrants hired on or after January 1, 2005. In addition, employees hired before January 1, 2005 were eligible to forego future defined benefit accruals in return for enhanced defined contribution plan benefits.</p>
<i>Hours of Service</i>	<p>The determination and crediting of an Hour of Service under the Plan shall be in accordance with the provisions of the Department of Labor Regulations 2530.200b-2.</p> <p>In the event records do not accurately reflect the actual number of Hours of Service to be credited to a participant, such participant shall be credited with 45 hours of service per week if such participant would be credited with at least one Hour of Service during such week.</p>
<i>Benefit Service</i>	<p>Benefit Service is granted for employment with an employer as an eligible employee for every 12 months of service that the participant completes. A participant shall be credited with a month of service for each calendar month during which he or she was employed for at least 15 days.</p> <p>For former participants in the St. Regis Paper Company Retirement Plan, only service since January 1, 1973 is counted.</p> <p>Benefit service as frozen as of November 1, 2009.</p>
<i>Vesting Service</i>	<p>For a participant that was covered under a prior plan as of December 31, 1975, service prior to December 31, 1975 shall be credited in accordance with the prior plan provisions.</p> <p>After January 1, 1976, a participant shall accrue one year of Vesting Service for each plan year in which he or she has 1,000 or more Hours of Service. No Vesting Service shall be granted for a plan year in which the participant has less than 1,000 Hours of Service.</p>

Schedule SB, Part V — Summary of Plan Provisions**APV (continued)**

<i>Compensation</i>	Compensation is total amount paid in the plan year as reported on IRS Form W-2, excluding any amount attributable to taxable fringe benefits earned during the plan year. Compensation includes deferrals made pursuant to Code Section 401(k) and Code Section 125.
<i>Final Average Salary</i>	The participant's average monthly rate of "Compensation" paid or accrued to the participant for services with the employer for the 60 consecutive calendar months that produces the highest such average within the participant's final 120 months of Benefit Service. For disabled participants, the participant's monthly compensation in effect prior to disability is assumed to continue during disability.
<i>Social Security Benefit</i>	The amount estimated to be the "Primary Insurance Amount" which may be payable to the participant at the later of his or her Normal or Late Retirement Date under the terms of the Federal Social Security Act as in effect on the applicable date as of which such determination is being made.
<i>Normal Retirement</i>	
<i>Eligibility</i>	A participant is eligible for a normal retirement pension as of the later of the first day of the month coinciding with or next following his 65th birthday and the fifth anniversary of the date the participant first participated in the plan.
<i>Benefit</i>	<p>A participant retiring on or after his Normal Retirement Date is entitled to an monthly pension determined as the greater of A or B:</p> <ul style="list-style-type: none"> A. 1% of Final Average Salary times years of Benefit Service, or B. 1.67% of Final Average Salary times years of Benefit Service up to 30 years less 1.67% of Social Security Benefit times years of Benefit Service up to 30 years <p>For former participants of the St. Regis Paper Company Retirement Plan for Salaried Employees prior to January 1, 1973, the benefit is calculated as above plus a monthly supplemental benefit is determined as follows:</p> <ul style="list-style-type: none"> (a) .8% of final average compensation up to \$650, plus 1% of final average pay over \$650, times the participant's years of continuous service from January 1, 1968 to December 31, 1972 before the participant was eligible to participate in the St. Regis Paper Company Retirement Plan for Salaried Employees (limited to 2 years of continuous service),

Schedule SB, Part V — Summary of Plan Provisions**APV (continued)***Plus*

- (b) 1.15% of final average pay up to \$650, plus 1.5% of final average pay over \$650, times the participant's years of continuous service from January 1, 1968 to December 1, 1972 while the participant was a participant in the St. Regis Paper Company Retirement Plan for Salaried Employees

Minus

- (c) the full amount of frozen benefit that the participant had accrued under the St. Regis Paper Company Retirement Plan for Salaried Employees from January 1, 1968 to December 31, 1972.

Commencement

Payments commence at the later of the first day of the month following retirement or the date the participant applies for the benefit.

Form of Payment

Benefits are normally payable in an unreduced amount as a life annuity for unmarried participants and in a reduced amount on a 50% joint and survivor basis for married participants. Other forms of payment are available on an Actuarially Equivalent basis. Additional payment options may be available to participants subject to prior plan provisions.

*Early Retirement**Eligibility*

A participant is eligible for early retirement on the first day of the month following attainment of age 55 and completion of 10 years of Vesting Service.

Benefit

- a) the benefit accrued to his or her Early Retirement Date commencing on his Normal Retirement Date, or
- b) an immediate benefit reduced at the rate of 3/12 of one percent for each full month by which his retirement pension starting date precedes his or her Normal Retirement Date

Commencement

Anytime between Early Retirement Date and Normal Retirement Date, at the employee's election.

Form of Payment

Same as for normal retirement

Late Retirement

Each employee who continues to be an employee after attaining his normal retirement age and retires prior to attaining age 70½ shall be entitled upon actual retirement to receive a monthly benefit determined in the same manner as for normal retirement as of his Late Retirement Date.

Schedule SB, Part V — Summary of Plan Provisions**APV (continued)***Disability Retirement**Eligibility*

A participant is eligible for disability retirement on the first day of the month he or she has been totally and permanently disabled for six months provided that the participant has completed 14.5 years of Vesting Service at the commencement of such disability period.

Benefit

The disability benefit is determined as if the participant had remained in active service with the company until retirement and had earned the same rate of compensation he or she was receiving prior to becoming disabled.

Commencement

As described under eligibility

Form of Payment

Same as for normal retirement

*Deferred Benefit**Eligibility*

If a participant terminates employment prior to normal retirement and has at least 5 years of Vesting Service, the participant is eligible to receive a benefit at normal retirement age.

Benefit

Accrued normal retirement benefit payable at age 65.

Commencement

An employee's deferred vested benefit shall commence in full on his normal retirement date or, at his option, in a reduced amount prior to his normal retirement date, but after eligibility for early retirement.

Form of Payment

Same as for normal retirement

*Death Benefit**Before Retirement*

A married participant continuing in employment after becoming vested is covered by a pre-retirement joint and survivor benefit. Such benefit provides for payment of the 50% surviving spouse's retirement benefit during the life of the deceased participant's spouse from the time the participant would have been eligible for early retirement.

After Retirement

Death benefits payable after retirement, if any, are payable in accordance with whichever option the retiree elected.

Actuarial Equivalent Except as Noted Below

Means an amount having equal value when computed on the basis of the Special Unisex Mortality Table prepared by the Wyatt Company, based on 1976 PET Table, where the joint annuitant is assumed to be the opposite sex of the participant, and a 7.5% interest rate..

Schedule SB, Part V — Summary of Plan Provisions

APV *(continued)*

*Actuarial Equivalent for
Lump Sums (small
cashouts)*

Effective January 1, 2008, an interest rate equal to the annual rate structure based on the Pension Protection Act of 2006 (PPA) rates for the month of October preceding the plan year during which the payment occurs and mortality rates based on PPA rates for the applicable year.

Schedule SB, Part V — Summary of Plan Provisions**Ranco Salaried**

<i>Effective Date</i>	September 27, 1960
<i>Most Recent Amendment</i>	January 1, 2011
<i>Participation Date</i>	January 1 or July 1 following date of hire if full time or January 1 or July 1 following 1,000 hours worked if part-time. The plan has been closed to new entrants hired on or after January 1, 2005.
<i>Credited Service</i>	Credited Service is granted for employment with an employer as an eligible employee, or, if later, after the employer became an affiliated employer. Years of Credited Service is measured in elapsed months with service determined to the end of the month containing the date of termination, rounded to the nearest 1/10th. Service is counted in number of months, rounded to the nearest 1/10th. Exceptions: Teccor only receives service since 1981, and Maplechase and ComTrol only receive service from acquisition. Credited service frozen as of November 1, 2009.
<i>Vesting Service</i>	Years of Vesting Service is measured in elapsed months, with service determined to the end of the month containing the date of termination, rounded to the nearest 1/10th.
<i>Compensation</i>	Compensation is total amount paid in the plan year as reported on IRS Form W-2, including severance, and excluding any amount attributable to any stock plan and taxable fringe benefits earned during the year. Compensation includes deferrals made pursuant to Code Section 401(k) or 125.
<i>Covered Compensation</i>	The average of the Social Security Wage Bases over the 35 year period ending with the year of attainment of Social Security Retirement Age.
<i>Final Average Compensation</i>	The participant's average annual compensation for the 5 full non-consecutive calendar years in which the largest amounts of Compensation were received during the final 10 years of the participant's employment. If less than 5 years, then average over the number of whole years.
<i>Normal Retirement Eligibility</i>	The first day of the month following age 65.

Schedule SB, Part V — Summary of Plan Provisions**Ranco Salaried** *(continued)*

<i>Benefit</i>	<p>Greater of A or B</p> <p>A. The sum of a., b., reduced by c. but not less than d. below:</p> <ul style="list-style-type: none"> a. 0.95% of the participant's Final Average Compensation multiplied by Credited Service b. 0.65% of the participant's Final Average Compensation in excess of Covered Compensation multiplied by his Credited Service to a maximum of 35 years c. The monthly pension the participant is entitled to under any other pension plan of the employer. d. The accrued benefit under the terms of the Plan as it existed immediately prior to November 1, 1990 (June 30, 1989 for certain highly paid employees). <p>B. The accrued benefit at June 30, 1994 plus future accruals based on the formulas in A.</p>
<i>Commencement</i>	Payments commence on the later of the first day of the month following an employee's retirement or the date the participant applies for the benefit.
<i>Form of Payment</i>	Benefits are normally payable in an unreduced amount as a life annuity for unmarried participants and in a reduced amount on a 50% joint and survivor basis for married participants. Other forms of payment are available on an Actuarially Equivalent basis.
<i>Late Retirement</i>	Each employee who continues to be an employee after attaining his normal retirement age and retires prior to attaining age 70½ shall be entitled upon actual retirement to receive a monthly benefit determined in the same manner as for normal retirement as of his Late Retirement Date.
<i>Early Retirement</i>	
<i>Eligibility</i>	The first day of any month following the later of the attainment of age 55 and completion of 10 years of Vesting Service.
<i>Benefit</i>	The monthly pension equal to the Retirement Benefit based on Credited Service at termination reduced by 1/3% for each month that the commencement date of the pension precedes the Normal Retirement Date. (Benefits from A(b), the excess portion of the benefit above, are reduced by a somewhat greater percentage.)
<i>Commencement</i>	Anytime between Early Retirement Date and Normal Retirement Date, at the employee's election.
<i>Form of Payment</i>	Same as for normal retirement.

Schedule SB, Part V — Summary of Plan Provisions**Ranco Salaried** *(continued)**Deferred Vested Benefit*

Eligibility If a participant terminates employment prior to normal retirement and has at least 5 years of Vesting Service, the participant is eligible to receive a benefit at normal retirement age.

Benefit Accrued normal retirement benefit payable at age 65.

Commencement An employee's deferred vested benefit shall commence in full on his Normal Retirement Date or, at his option, in a reduced amount prior to his Normal Retirement Date, but after eligibility for early retirement. Benefits shall be reduced in the same manner as early retirement. An employee who has at least 5 but less than 10 years of Vesting Service and is at least age 55 can retire with an Actuarial Equivalent reduction to his or her accrued benefit.

Form of Payment Same as for normal retirement.

Disability Benefit

Eligibility Permanently unable to engage in any substantial employment and covered under the LTD Plan.

Benefit Credited service continues to accrue until retirement or disability ends. Compensation is assumed at the last rate of compensation prior to disability. Pre-2002 LTD employees stay in terms of the plan at the time of disability.

Commencement At retirement.

Form of Payment Same as for normal retirement.

Death Benefit

Before Retirement Upon the death of a vested participant, the surviving spouse will become eligible for a qualified joint and 50% survivor benefit.

After Retirement A lump sum payment of \$5,000 will be made to the beneficiary of a participant who dies after retiring under the early, normal or late retirement provisions.

*Actuarial Equivalent
Except as Noted Below* 1983 Group Annuity Mortality Table blended 50% for males and 50% for females and an interest rate of 5%.

Schedule SB, Part V — Summary of Plan Provisions**Ranco Salaried** *(continued)**Actuarial Equivalent for Lump Sums (small cashouts)*

Effective January 1, 2008, an interest rate equal to the annual rate structure based on the Pension Protection Act of 2006 (PPA) rates for the month of October preceding the plan year during which the payment occurs and mortality rates based on PPA rates for the applicable year.

Actuarial Equivalent for Certain and Continuous (C&C) option

$.960 + (.0043 \text{ times } (65-x))$ for 10 C&C

$.905 + (.0080 \text{ times } (65-x))$ for 15 C&C

Factors are limited to .999 (x is the employee's age)

Actuarial Equivalent for Joint and Survivor (J&S) option

$.890 - (.0065 \text{ times } (x-y)) + (.005 \text{ times } (65-x))$ for 100% J&S

$.915 - (.0052 \text{ times } (x-y)) + (.004 \text{ times } (65-x))$ for 75% J&S

$.941 - (.0038 \text{ times } (x-y)) + (.003 \text{ times } (65-x))$ for 50% J&S

Factors are limited to .999 (x is the employee's age; y is the spouse's age)

Schedule SB, Part V — Summary of Plan Provisions**Ranco Hourly**

<i>Effective Date</i>	September 30, 1960
<i>Most Recent Amendment</i>	January 1, 2011
<i>Participation Date</i>	<p>An employee (any Plain City production and maintenance employee, any Plan City tool room employee or Teccor hourly employee) becomes a participant January 1 or July 1 following date of hire if full time or January 1 or July 1 following completion of 1,000 hours in an employment year if part-time.</p> <p>The plan has been closed to new entrants hired on or after January 1, 2005.</p>
<i>Credited Service</i>	<p>Credited Service is granted for employment with an employer as an eligible employee, or, if later, after the employer became an affiliated employer.</p> <p>Years of Credited Service is measured in elapsed months with service determined to the end of the month containing the date of termination, rounded to the nearest 1/10th. Service is counted in number of months, rounded to the nearest 1/10th.</p> <p>Exceptions: Teccor only receives service since 1981, and Maplechase and ComTrol only receive service from acquisition.</p> <p>Credited service frozen as of November 1, 2009.</p>
<i>Vesting Service</i>	<p>Years of Vesting Service is measured in elapsed months, with service determined to the end of the month containing the date of termination, rounded to the nearest 1/10th.</p>
<i>Normal Retirement</i>	
<i>Eligibility</i>	The first day of the month following age 65.
<i>Benefit</i>	Accrued benefit as of December 31, 2001 plus \$17.25 per month per year of service on or after January 1, 2002.
<i>Commencement</i>	Payments commence on the later of the first day of the month following an employee's retirement or the date the participant applies for the benefit.
<i>Form of Payment</i>	Benefits are normally payable in an unreduced amount as a life annuity for unmarried participants and in a reduced amount on a 50% joint and survivor basis for married participants. Other forms of payment are available on an Actuarially Equivalent basis.

Schedule SB, Part V — Summary of Plan Provisions**Ranco Hourly** *(continued)*

<i>Late Retirement</i>	Each employee who continues to be an employee after attaining his normal retirement age and retires prior to attaining age 70½ shall be entitled upon actual retirement to receive a monthly benefit determined in the same manner as for normal retirement as of his Late Retirement Date.
<i>Early Retirement</i>	
<i>Eligibility</i>	The first day of any month following the later of the participant's 55th birthday and the completion of ten years of Vesting Service.
<i>Benefit</i>	The benefit is the participant's Accrued Pension as of the date his employment terminates, reduced by 3/12 of 1% for each of the first 60 months that payments commence prior to age 65, and 4/12 of 1% for each additional month.
<i>Commencement</i>	Anytime between Early Retirement Date and Normal Retirement Date, at the employee's election.
<i>Form of Payment</i>	Same as for normal retirement.
<i>Deferred Vested Benefit</i>	
<i>Eligibility</i>	If a participant terminates employment prior to normal retirement and has at least 5 years of Vesting Service, the participant is eligible to receive a benefit at normal retirement age.
<i>Benefit</i>	Accrued normal retirement benefit payable at age 65.
<i>Commencement</i>	An employee's deferred vested benefit shall commence in full on his Normal Retirement Date or, at his option, in a reduced amount prior to his Normal Retirement Date, but after eligibility for early retirement. Benefits shall be reduced in the same manner as early retirement. An employee who has at least 5 but less than 10 years of Vesting Service and is at least age 55 can retire with an Actuarial Equivalent reduction to his or her accrued benefit.
<i>Form of Payment</i>	Same as for normal retirement.
<i>Disability Benefit</i>	
<i>Eligibility</i>	If a participant becomes totally and permanently disabled before age 65 and after attaining age 40 and completing 15 years of Credited Service, a Disability Retirement Pension is payable.
<i>Benefit</i>	The monthly benefit equals the Accrued Pension.
<i>Commencement</i>	The benefit is payable on the 7th month following disability.
<i>Form of Payment</i>	Same as for normal retirement.

Schedule SB, Part V — Summary of Plan Provisions**Ranco Hourly** *(continued)**Death Benefit**Before Retirement*

Upon the death of a vested participant, the surviving spouse will become eligible for a qualified joint and 50% survivor benefit.

After Retirement

A lump sum payment of \$5,000 will be made to the beneficiary of a participant who dies after retiring under the early, normal or late retirement provisions.

*Actuarial Equivalent
Except as Noted Below*

1983 Group Annuity Mortality Table blended 50% for males and 50% for females and an interest rate of 5%.

*Actuarial Equivalent for
Lump Sums (small
cashouts)*

Effective January 1, 2008, an interest rate equal to the annual rate structure based on the Pension Protection Act of 2006 (PPA) rates for the month of October preceding the plan year during which the payment occurs and mortality rates based on PPA rates for the applicable year.

*Actuarial Equivalent for
Certain and Continuous
(C&C) option*

$.960 + (.0043 \text{ times } (65-x))$ for 10 C&C

$.905 + (.0080 \text{ times } (65-x))$ for 15 C&C

Factors are limited to .999 (x is the employee's age)

*Actuarial Equivalent for
Joint and Survivor (J&S)
option*

$.890 - (.0065 \text{ times } (x-y)) + (.005 \text{ times } (65-x))$ for 100% J&S

$.915 - (.0052 \text{ times } (x-y)) + (.004 \text{ times } (65-x))$ for 75% J&S

$.941 - (.0038 \text{ times } (x-y)) + (.003 \text{ times } (65-x))$ for 50% J&S

Factors are limited to .999 (x is the employee's age; y is the spouse's age)

Schedule SB, Part V — Summary of Plan Provisions**Robertshaw Hourly**

<i>Effective Date</i>	January 1, 1989
<i>Most Recent Amendment</i>	January 1, 2011
<i>Participation Date</i>	January 1 or July 1 following date of hire if full-time or January 1 or July 1 following completion of 1,000 hours in an employment year if part-time. The plan has been closed to new entrants hired on or after January 1, 2005.
<i>Credited Service</i>	Credited Service is granted for employment with an employer as an eligible employee, or, if later, after the employer became an affiliated employer. Years of Credited Service is measured in elapsed months with service determined to the end of the month containing the date of termination, rounded to the nearest 1/10th. Service is counted in number of months, rounded to the nearest 1/10th.
<i>Vesting Service</i>	Credited service was frozen as of November 1, 2009. Years of Vesting Service is measured in elapsed months, with service determined to the end of the month containing the date of termination, rounded to the nearest 1/10th.
<i>Normal Retirement</i>	
<i>Eligibility</i>	The first of the month following age 65.
<i>Benefit</i>	\$10 per month per year of Credited Service prior to December 31, 2001, plus \$17.25 per month per year of Credited Service after January 1, 2002.
<i>Commencement</i>	Payments commence on the later of the first day of the month following an employee's retirement or the date the participant applies for the benefit.
<i>Form of Payment</i>	Benefits are normally payable in an unreduced amount as a life annuity for unmarried participants and in a reduced amount on a 50% joint and survivor basis for married participants. Other forms of payment are available on an Actuarially Equivalent basis.
<i>Late Retirement</i>	Each employee who continues to be an employee after attaining his normal retirement age and retires prior to attaining age 70½ shall be entitled upon actual retirement to receive a monthly benefit determined in the same manner as for normal retirement as of his Late Retirement Date.

Schedule SB, Part V — Summary of Plan Provisions**Robertshaw Hourly (continued)***Early Retirement*

<i>Eligibility</i>	The first day of any month prior to normal retirement date after the participant has attained age 55 and completed 10 years of Vesting Service.
<i>Benefit</i>	The participant's accrued benefit at early retirement date, reduced .25% per month for the first 60 months and .333% per month for the next 60 months that benefit commencement precedes Normal Retirement.
<i>Commencement</i>	Anytime between Early Retirement Date and Normal Retirement Date, at the employee's election.
<i>Form of Payment</i>	Same as for normal retirement.

Deferred Vested Benefit

<i>Eligibility</i>	If a participant terminates employment prior to normal retirement and has at least 5 years of Vesting Service, the participant is eligible to receive a benefit at normal retirement age.
<i>Benefit</i>	Accrued normal retirement benefit payable at age 65.
<i>Commencement</i>	An employee's deferred vested benefit shall commence in full on his Normal Retirement Date or, at his option, in a reduced amount prior to his Normal Retirement Date, but after eligibility for early retirement. Benefits shall be reduced in the same manner as early retirement. An employee who has at least 5 but less than 10 years of Vesting Service and is at least age 55 can retire with an Actuarial Equivalent reduction to his or her accrued benefit.
<i>Form of Payment</i>	Same as for normal retirement.

Disability Benefit

<i>Eligibility</i>	If a participant becomes totally and permanently disabled before age 65 and after attaining age 40 and completing 15 years of Credited Service, a Disability Retirement Pension is payable.
<i>Benefit</i>	The monthly benefit equals the accrued benefit.
<i>Commencement</i>	At retirement.
<i>Form of Payment</i>	Same as for normal retirement.

Schedule SB, Part V — Summary of Plan Provisions**Robertshaw Hourly (continued)***Death Benefit**Before Retirement*

Upon the death of a vested participant, the surviving spouse will become eligible for a qualified joint and 50% survivor benefit.

After Retirement

A lump sum payment of \$5,000 will be made to the beneficiary of a participant who dies after retiring under the early, normal or late retirement provisions.

*Actuarial Equivalent
Except as Noted Below*

1983 Group Annuity Mortality Table blended 50% for males and 50% for females and an interest rate of 5%.

*Actuarial Equivalent for
Lump Sums (small
cashouts)*

Effective January 1, 2008, an interest rate equal to the annual rate structure based on the Pension Protection Act of 2006 (PPA) rates for the month of October preceding the plan year during which the payment occurs and mortality rates based on PPA rates for the applicable year.

*Actuarial Equivalent for
Certain and Continuous
(C&C) option*

$.960 + (.0043 \text{ times } (65-x))$ for 10 C&C

$.905 + (.0080 \text{ times } (65-x))$ for 15 C&C

Factors are limited to .999 (x is the employee's age)

*Actuarial Equivalent for
Joint and Survivor (J&S)
option*

$.890 - (.0065 \text{ times } (x-y)) + (.005 \text{ times } (65-x))$ for 100% J&S

$.915 - (.0052 \text{ times } (x-y)) + (.004 \text{ times } (65-x))$ for 75% J&S

$.941 - (.0038 \text{ times } (x-y)) + (.003 \text{ times } (65-x))$ for 50% J&S

Factors are limited to .999 (x is the employee's age; y is the spouse's age)

Schedule SB, Part V — Summary of Plan Provisions**Robertshaw Salary**

<i>Effective Date</i>	July 22, 1943
<i>Most Recent Amendment</i>	January 1, 2011
<i>Participation Date</i>	January 1 or July 1 following date of hire if full-time or January 1 or July 1 following completion of 1,000 hours in an employment year if part-time. The plan has been closed to new entrants hired on or after January 1, 2005.
<i>Credited Service</i>	Years of Credited Service is measured in elapsed months with service determined to the end of the month containing the date of termination, rounded to the nearest 1/10th. Service is counted in number of months, rounded to the nearest 1/10th. Credited service was frozen as of November 1, 2009.
<i>Vesting Service</i>	Years of Vesting Service is measured in elapsed months, with service determined to the end of the month containing the date of termination, rounded to the nearest 1/10th.
<i>Compensation</i>	Compensation is total amount paid in the plan year as reported on IRS Form W-2, including severance, and excluding any amount attributable to any stock plan and taxable fringe benefits earned during the year. Compensation includes deferrals made pursuant to Code Section 401(k) or 125.
<i>Covered Compensation</i>	The average of the Social Security Wage Bases over the 35 year period ending with the year of attainment of Social Security Retirement Age.
<i>Final Average Compensation</i>	The participant's average annual compensation for the 5 full non-consecutive calendar years in which the largest amounts of Compensation were received during the final 10 years of the participant's employment. If less than 5 years, then average over the number of whole years.
<i>Normal Retirement Eligibility</i>	The first month following age 65.

Schedule SB, Part V — Summary of Plan Provisions**Robertshaw Salary** (*continued*)

<i>Benefit</i>	<p>Greater of A. and B.:</p> <p>A. The sum of i) and ii) minus iii) where</p> <p>i) .95% times Final Average Compensation times years of Credited Service</p> <p>ii) .65% times Final Average Compensation in excess of Covered Compensation times years of Credited Service limited to 35 years.</p> <p>iii) Benefit payable from other Invensys defined benefit plans</p> <p>B. Robertshaw formula accrued as of December 31, 2001 plus the above formula using Credited Service from January 1, 2002.</p>
<i>Commencement</i>	Payments commence on the later of the first day of the month following an employee's retirement or the date the participant applies for the benefit.
<i>Form of Payment</i>	Benefits are normally payable in an unreduced amount as a life annuity for unmarried participants and in a reduced amount on a 50% joint and survivor basis for married participants. Other forms of payment are available on an Actuarially Equivalent basis.
<i>Late Retirement</i>	Each employee who continues to be an employee after attaining his normal retirement age and retires prior to attaining age 70½ shall be entitled upon actual retirement to receive a monthly benefit determined in the same manner as for normal retirement as of his Late Retirement Date.
<i>Early Retirement</i>	
<i>Eligibility</i>	The first day of any month prior to normal retirement date after the participant has attained age 55 and completed 10 years of Vesting Service.
<i>Benefit</i>	<p>The participant's accrued benefit at early retirement date, reduced .333% for each month that benefit commencement precedes normal retirement. (Benefits from A(ii), the excess portion of the benefit, above are reduced by a somewhat greater percentage). The Robertshaw December 31, 2001 accrued benefit uses the Robertshaw early retirement factors. Refer to the January 1, 2001 actuarial valuation report for the Invensys Controls Pension Plan for these factors.</p>
<i>Commencement</i>	Anytime between Early Retirement Date and Normal Retirement Date, at the employee's election.
<i>Form of Payment</i>	Same as for normal retirement.

Schedule SB, Part V — Summary of Plan Provisions**Robertshaw Salary (continued)***Deferred Vested Benefit*

Eligibility If a participant terminates employment prior to normal retirement and has at least 5 years of Vesting Service, the participant is eligible to receive a benefit at normal retirement age.

Benefit Accrued normal retirement benefit payable at age 65.

Commencement An employee's deferred vested benefit shall commence in full on his Normal Retirement Date or, at his option, in a reduced amount prior to his Normal Retirement Date, but after eligibility for early retirement. Benefits shall be reduced in the same manner as early retirement. An employee who has at least 5 but less than 10 years of Vesting Service and is at least age 55 can retire with an Actuarial Equivalent reduction to his or her accrued benefit.

Form of Payment Same as for normal retirement.

Disability Benefit

Eligibility Permanently unable to engage in any substantial employment and covered under the LTD Plan.

Benefit Credited service continues to accrue until retirement or disability ends. Compensation is assumed at the last rate of compensation prior to disability. Pre-2002 LTD employees stay in terms of the plan at the time of disability.

Commencement At retirement.

Form of Payment Same as for normal retirement.

Death Benefit

Before Retirement Upon the death of a vested participant, the surviving spouse will become eligible for a qualified joint and 50% survivor benefit.

After Retirement A lump sum payment of \$5,000 will be made to the beneficiary of a participant who dies after retiring under the early, normal or late retirement provisions.

*Actuarial Equivalent
Except as Noted Below*

1983 Group Annuity Mortality Table blended 50% for males and 50% for females and an interest rate of 5%.

*Actuarial Equivalent for
Lump Sums (small
cashouts)*

Effective January 1, 2008, an interest rate equal to the annual rate structure based on the Pension Protection Act of 2006 (PPA) rates for the month of October preceding the plan year during which the payment occurs and mortality rates based on PPA rates for the applicable year.

Schedule SB, Part V — Summary of Plan Provisions**Robertshaw Salary** *(continued)*

*Actuarial Equivalent for
Certain and Continuous
(C&C) option*

$.960 + (.0043 \text{ times } (65-x))$ for 10 C&C

$.905 + (.0080 \text{ times } (65-x))$ for 15 C&C

Factors are limited to .999 (x is the employee's age)

*Actuarial Equivalent for
Joint and Survivor (J&S)
option*

$.890 - (.0065 \text{ times } (x-y)) + (.005 \text{ times } (65-x))$ for 100% J&S

$.915 - (.0052 \text{ times } (x-y)) + (.004 \text{ times } (65-x))$ for 75% J&S

$.941 - (.0038 \text{ times } (x-y)) + (.003 \text{ times } (65-x))$ for 50% J&S

Factors are limited to .999 (x is the employee's age; y is the spouse's age)

Schedule SB, Part V — Summary of Plan Provisions**Grayson IBEW**

<i>Effective Date</i>	January 1, 1951
<i>Most Recent Amendment</i>	January 1, 2011
<i>Participation Date</i>	An employee enters the plan on their employment date and is represented by the Union.
<i>Credited Service</i>	<p>All continuous Years of Service with the employer. For any period of service less than a full twelve (12) months, the employee shall earn one-twelfth (1/12) Year of Service for each near month of service.</p> <p>Credited service was frozen as of November 1, 2009.</p>
<i>Vesting Service</i>	All continuous Years of Service with the employer. For any period of service less than a full twelve (12) months, the employee shall earn one-twelfth (1/12) Year of Service for each near month of service.
<i>Normal Retirement</i>	
<i>Eligibility</i>	The later of the first of the month coinciding with or next following 65th birthday or the first of the month coinciding with or next following the fifth anniversary of the date of participation.
<i>Benefits</i>	Credited Service as of date of retirement times \$21.50 per month.
<i>Commencement</i>	Payments commence on the later of the first day of the month following an employee's retirement or the date the participant applies for the benefit.
<i>Form of Payment</i>	Benefits are normally payable in an unreduced amount as a life annuity for unmarried participants and in a reduced amount on a 55% joint and survivor basis for married participants. Other forms of payment are available on an Actuarially Equivalent basis.
<i>Late Retirement</i>	<p>The greater of 1. or 2. below:</p> <ol style="list-style-type: none"> 1. The employee's accrued benefit as of his deferred retirement date. 2. The employee's Normal Retirement Benefit is increased actuarially to reflect the additional service to the deferred age.
<i>Early Retirement</i>	
<i>Eligibility</i>	For participants who attained age 60 and completed ten years of service, the first of any month after his 60th birthday.

Schedule SB, Part V — Summary of Plan Provisions**Grayson IBEW (continued)**

<i>Benefit</i>	The employee's accrued Normal Retirement Benefit payable at age 65 without reduction or at his Early Retirement Date with a reduction of 6% for each year by which the commencement date precedes his Normal Retirement Date.
<i>Commencement</i>	Anytime between Early Retirement Date and Normal Retirement Date, at the employee's election.
<i>Form of Payment</i>	Same as for normal retirement.
<i>Deferred Vested Benefit</i>	
<i>Eligibility</i>	If a participant terminates employment prior to normal retirement and has at least 5 years of Vesting Service, the participant is eligible to receive a benefit at normal retirement age.
<i>Benefit</i>	Accrued normal retirement benefit payable at age 65.
<i>Commencement</i>	An employee's deferred vested benefit shall commence in full on his Normal Retirement Date or, at his option, in a reduced amount prior to his Normal Retirement Date, but after eligibility for early retirement. Benefits shall be reduced in the same manner as early retirement.
<i>Form of Payment</i>	Same as for normal retirement.
<i>Disability Benefit</i>	
<i>Eligibility</i>	Has completed ten years of service and has become totally and permanently disabled such that is prevented from engaging in any employment for a period of six months and in the opinion of a physician the total disability is permanent.
<i>Benefit</i>	Years of service as of the date of disability times \$21.50 per month. If less than 65 and not entitled to Social Security, the benefit is increased by an additional \$6.00 per month multiplied by years of service up to \$150 per month until age 65 or eligible for Social Security benefits.
<i>Commencement</i>	On disability date.
<i>Form of Payment</i>	Same as normal retirement.

Schedule SB, Part V — Summary of Plan Provisions**Grayson IBEW (continued)***Death Benefit**Before Retirement*

Completion of 5 years of service or eligible for Normal Retirement. The surviving spouse is eligible to receive a Pre-Retirement Survivor Annuity (Spouse's Benefit) if the participant dies with a vested interest (a) at any age, (b) either before or after termination of employment and (c) before benefit payments begin. If the participant dies before he is eligible for early retirement, the surviving spouse can begin to draw benefits on the date the participant would have reached early retirement age.

The same amount that the spouse would have received if the participant had:

- a. Separated from service on the date of death
- b. Survived to the earliest retirement age.
- c. Retired with an immediate 55% Joint and Survivor Annuity.

After Retirement

Based on the form of payment chosen by the participant.

Cost

The cost of this benefit is borne by employees through a reduction to their accrued benefit.

Actuarial Equivalent Except as Noted Below

1971 Group Annuity Mortality Table set back one year and an interest rate of 4.5%.

Actuarial Equivalent for Lump Sums (small cashouts)

Effective January 1, 2008, an interest rate equal to the annual rate structure based on the Pension Protection Act of 2006 (PPA) rates for the month of October preceding the plan year during which the payment occurs and mortality rates based on PPA rates for the applicable year.

Actuarial Equivalent for Joint and Survivor (J&S) option

55% J&S = .900 + or – .5% per year that the beneficiary is 5 years older or younger than the employee

Schedule SB, Part V — Summary of Plan Provisions**New Stanton**

<i>Effective Date</i>	January 1, 1951
<i>Most Recent Amendment</i>	January 1, 2011
<i>Participation Date</i>	An employee enters the plan on their employment date and is represented by the Union.
<i>Credited Service</i>	One year for each calendar year of unbroken service. If less than a full year, 1/12 of a year for each 133 hours and an additional 1/12 or any remaining 67 or more hours. Credited service was frozen as of November 1, 2009.
<i>Vesting Service</i>	One year for each calendar year of unbroken service. If less than a full year, 1/12 of a year for each 133 hours and an additional 1/12 or any remaining 67 or more hours.
<i>Normal Retirement</i>	
<i>Eligibility</i>	The first of the month coinciding with or next following 65th birthday.
<i>Benefit</i>	Special payment of up to 13 weeks of vacation pay plus a regular pension of a monthly benefit equal to years of service as of date of retirement times the following table payable after the special payment.

Retirement After	Monthly Benefit Rate
September 1, 1995	\$17.00
September 1, 1996	\$18.00
September 1, 1997	\$19.00
September 1, 1998	\$20.00
September 1, 1999	\$21.00
September 1, 2000	\$22.00

<i>Commencement</i>	Payments commence on the later of the first day of the month following an employee's retirement or the date the participant applies for the benefit.
<i>Form of Payment</i>	Benefits are normally payable in an unreduced amount as a life annuity for unmarried participants and in a reduced amount on a 50% joint and survivor basis for married participants. Other forms of payment are available on an Actuarially Equivalent basis.
<i>Late Retirement</i>	The greater of A. or B. below: A. The employee's accrued benefit as of his deferred retirement date. B. The employee's Normal Retirement Benefit is increased actuarially to reflect the additional service to the deferred age.

Schedule SB, Part V — Summary of Plan Provisions**New Stanton (continued)***Early Retirement*

<i>Eligibility</i>	For participants who attained age 60 and completed ten years of service, the first of any month after his 60th birthday.
<i>Benefit</i>	The employee's accrued Normal Retirement Benefit payable at age 65 without reduction or at his Early Retirement Date with a reduction of 6% for each year by which the commencement date precedes his Normal Retirement Date. There is no reduction for retirement at age 62 with 30 years of service.
<i>Commencement</i>	Anytime between Early Retirement Date and Normal Retirement Date, at the employee's election.
<i>Form of Payment</i>	Same as for normal retirement.

Deferred Vested Benefit

<i>Eligibility</i>	If a participant terminates employment prior to normal retirement and has at least 5 years of Vesting Service, the participant is eligible to receive a benefit at normal retirement age.
<i>Benefit</i>	Accrued normal retirement benefit payable at age 65.
<i>Commencement</i>	An employee's deferred vested benefit shall commence in full on his Normal Retirement Date or, at his option, in a reduced amount prior to his Normal Retirement Date, but after eligibility for early retirement. Benefits shall be reduced in the same manner as early retirement.
<i>Form of Payment</i>	Same as for normal retirement.

Disability Benefit

<i>Eligibility</i>	Has completed ten years of service and has become totally and permanently disabled such that is prevented from engaging in any employment for a period of six months and in the opinion of a physician the total disability is permanent.
<i>Benefit</i>	Years of service as of the date of disability times the benefit multiplier then in effect.
<i>Commencement</i>	Upon disability.
<i>Form of Payment</i>	Same as normal retirement.

Schedule SB, Part V — Summary of Plan Provisions**New Stanton (continued)***Death Benefit**Before Retirement*

The same amount that the spouse would have received if the participant had:

- a. Separated from service on the date of death
- b. Survived to the earliest retirement age.
- c. Retired with an immediately 50% Joint and Survivor Annuity.
- d. If death occurs on or after attainment of age 55, the surviving spouse will receive one-half of the benefit the employee would have been eligible for if the employee had retired with an immediate life annuity on the day before the date of death, reduced by one-half percent for each year the spouse is under age fifty (50) and further reduced by sixty-five percent (65%) of the Social Security Survivor's Benefit when the surviving spouse is age 62 or older. The minimum spouse's death benefit is seventy-five dollars (\$75) a month.

After Retirement

Based on the benefit option chosen.

Cost

The cost of this benefit is borne by employees through a reduction to their accrued benefits.

Shutdown Benefit

If the total workforce of employees has dropped to less than 500 employees and thereafter a major function is closed down permanently, each employee subsequently laid off due to the close down may retire under the Rule of 70 or the Rule of 80.

Rule of 70: If the employee has reached age 55 and completed ten (10) years of service and the total of the Employee's age plus service equals at least 70 or

Rule of 80: The employee has completed at least ten (10) years of service and the total of the employee's age plus service equals at least 80.

The benefit paid will be a special payment and a regular pension calculated as if the employee were then age sixty-five (65).

Actuarial Equivalent Except as Noted Below

1971 Group Annuity Table setback one year and an interest rate of 4.5%.

Actuarial Equivalent for Lump Sums (small cashouts)

Effective January 1, 2008, an interest rate equal to the annual rate structure based on the Pension Protection Act of 2006 (PPA) rates for the month of October preceding the plan year during which the payment occurs and mortality rates based on PPA rates for the applicable year.

Schedule SB, Part V — Summary of Plan Provisions**New Stanton** *(continued)*

*Actuarial Equivalent for
Joint and Survivor (J&S)
option*

.890 – (.0065 times (x-y)) + (.005 times (65-x)) for 100% J&S

.915 – (.0052 times (x-y)) + (.004 times (65-x)) for 75% J&S

.941 – (.0038 times (x-y)) + (.003 times (65-x)) for 50% J&S

Factors are limited to .999 (x is the employee's age, y is the spouse's age)

Schedule SB, Part V — Summary of Plan Provisions**Grayson UAW**

<i>Effective Date</i>	May 1, 1977
<i>Most Recent Amendment</i>	January 1, 2011
<i>Participation Date</i>	An employee enters the plan on their employment date and is represented by the Union. Excludes leased employees.
<i>Credited Service</i>	All continuous Years of Service with the employer. For any period of service less than a full twelve (12) months, the employee shall earn one-twelfth (1/12) Year of Service for each near month of service. Credited service was frozen as of November 1, 2009.
<i>Vesting Service</i>	All continuous Years of Service with the employer. For any period of service less than a full twelve (12) months, the employee shall earn one-twelfth (1/12) Year of Service for each near month of service.
<i>Normal Retirement</i>	
<i>Eligibility</i>	The later of the first of the month coinciding with or next following 65th birthday or the first of the month coinciding with or next following the fifth anniversary of the date of participation.
<i>Benefit</i>	Years of Service at date of retirement times the benefit rate according to the following table.

Date of Retirement	Monthly Benefit Multiplier
Prior to May 2, 2005	\$21.50
May 2, 2005	22.50
May 1, 2006	23.50
May 7, 2007	24.50

The following provisions apply in the event that: (1) the company closes its facility at 100 West Victoria Street, Long Beach, California (the "Facility"), and ceases entirely to perform any operations within a 40 mile radius of the Facility; or (2) the company becomes obligated pursuant to the provisions of the Federal WARN Act to provide notice of employment loss, either of which shall be referred to as a "Severance Event." In the case of such Severance Event, leading to the loss of employment, the company will provide the full pension multiplier of \$24.50 to those affected.

<i>Commencement</i>	Payments commence on the later of the first day of the month following an employee's retirement or the date the participant applies for the benefit.
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Schedule SB, Part V — Summary of Plan Provisions**Grayson UAW (continued)**

<i>Form of Payment</i>	Benefits are normally payable in an unreduced amount as a life annuity for unmarried participants and in a reduced amount on a 55% joint and survivor basis for married participants. Other forms of payment are available on an Actuarially Equivalent basis.
<i>Late Retirement</i>	<p>The greater of A. or B. below:</p> <p>A. The employee's accrued benefit as of his deferred retirement date.</p> <p>B. The employee's Normal Retirement Benefit is increased actuarially to reflect the additional service to the deferred age.</p>
<i>Early Retirement</i>	
<i>Eligibility</i>	For participants who attained age 60 and completed ten years of service, the first of any month after his 60th birthday.
<i>Benefit</i>	The employee's accrued Normal Retirement Benefit payable at age 65 without reduction or at his Early Retirement Date with a reduction of 6% for each year by which the commencement date precedes his Normal Retirement Date. There is no reduction for retirement at age 62 with 30 years of service.
<i>Commencement</i>	Anytime between Early Retirement Date and Normal Retirement Date, at the employee's election.
<i>Form of Payment</i>	Same as for normal retirement.
<i>Deferred Vested Benefit</i>	
<i>Eligibility</i>	If a participant terminates employment prior to normal retirement and has at least 5 years of Vesting Service, the participant is eligible to receive a benefit at normal retirement age.
<i>Benefit</i>	Accrued normal retirement benefit payable at age 65.
<i>Commencement</i>	An employee's deferred vested benefit shall commence in full on his Normal Retirement Date or, at his option, in a reduced amount prior to his Normal Retirement Date, but after eligibility for early retirement. Benefits shall be reduced in the same manner as early retirement.
<i>Form of Payment</i>	Same as for normal retirement.
<i>Disability Benefit</i>	
<i>Eligibility</i>	Has completed ten years of service and has become totally and permanently disabled such that is prevented from engaging in any employment for a period of six months and in the opinion of a physician the total disability is permanent.

Schedule SB, Part V — Summary of Plan Provisions**Grayson UAW (continued)**

<i>Benefit</i>	The benefit accrued plus six dollars (\$6.00) per month up to a maximum of \$150.00 per month until the participant becomes eligible for Social Security benefits or attains age 65, at which time the benefit payable becomes the accrued benefit.
<i>Commencement</i>	Upon disability.
<i>Form of Payment</i>	Same as normal retirement.
<i>Death Benefit</i>	
<i>Before Retirement</i>	Completion of 5 years of service or eligible for Normal Retirement. The surviving spouse is eligible to receive a Pre-Retirement Survivor Annuity (Spouse's Benefit) if the participant dies with a vested interest (a) at any age, (b) either before or after termination of employment and (c) before benefit payments begin. If the participant dies before he is eligible for early retirement, the surviving spouse can begin to draw benefits on the date the participant would have reached early retirement age.
<i>After Retirement</i>	Based on the benefit option chosen.
<i>Cost</i>	The cost of this benefit is borne by employees through a reduction to their accrued benefits.
<i>Actuarial Equivalent Except as Noted Below</i>	1971 Group Annuity Mortality Table set back one year and an interest rate of 4.5%.
<i>Actuarial Equivalent for Lump Sums (small cashouts)</i>	Effective January 1, 2008, an interest rate equal to the annual rate structure based on the Pension Protection Act of 2006 (PPA) rates for the month of October preceding the plan year during which the payment occurs and mortality rates based on PPA rates for the applicable year.
<i>Actuarial Equivalent for Joint and Survivor (J&S) option</i>	55% J&S = .900 + or – .5% per year that the beneficiary is 5 years older or younger than the employee. 75% J&S = .915 + or – .007 per year that the beneficiary is 5 years older or younger than the employee

Schedule SB, Part V — Summary of Plan Provisions**TN IAM**

<i>Effective Date</i>	January 1, 1951												
<i>Most Recent Amendment</i>	January 1, 2011												
<i>Participation Date</i>	An employee enters the plan on their employment date and is represented by the Union.												
<i>Credited Service</i>	<p>All continuous Years of Service with the employer. For any period of service less than a full twelve (12) months, the employee shall earn one-twelfth (1/12) Year of Service for each 133 hours plus one-twelfth (1/12) if the remaining hours of service are 67 or more.</p> <p>Credited service frozen as of November 1, 2009.</p>												
<i>Vesting Service</i>	All continuous Years of Service with the employer. For any period of service less than a full twelve (12) months, the employee shall earn one-twelfth (1/12) Year of Service for each 133 hours plus one-twelfth (1/12) if the remaining hours of service are 67 or more.												
<i>Normal Retirement</i>													
<i>Eligibility</i>	The first of the month coinciding with or next following 65th birthday.												
<i>Benefit</i>	<p>Years of Service not more than forty as of date of retirement times the benefit rate according to the following table.</p> <table> <tr> <th colspan="2">Monthly Benefit</th></tr> <tr> <th>Date of Retirement</th><th>Multiplier</th></tr> <tr> <td>October 26, 1998</td><td>\$20.00</td></tr> <tr> <td>October 26, 1999</td><td>\$21.00</td></tr> <tr> <td>October 26, 2000</td><td>\$21.50</td></tr> <tr> <td>October 26, 2003</td><td>\$22.50</td></tr> </table>	Monthly Benefit		Date of Retirement	Multiplier	October 26, 1998	\$20.00	October 26, 1999	\$21.00	October 26, 2000	\$21.50	October 26, 2003	\$22.50
Monthly Benefit													
Date of Retirement	Multiplier												
October 26, 1998	\$20.00												
October 26, 1999	\$21.00												
October 26, 2000	\$21.50												
October 26, 2003	\$22.50												
<i>Commencement</i>	Payments commence on the later of the first day of the month following an employee's retirement or the date the participant applies for the benefit.												
<i>Form of Payment</i>	Benefits are normally payable in an unreduced amount on a 5 year Certain and Continuous basis for unmarried participants and in a reduced amount on a 55% joint and survivor basis for married participants. Other forms of payment are available on an Actuarially Equivalent basis.												
<i>Late Retirement</i>	<p>The greater of A. or B. below:</p> <p>A. The employee's accrued benefit as of his deferred retirement date.</p> <p>B. The employee's Normal Retirement Benefit is increased actuarially to reflect the additional service to the deferred age.</p>												

Schedule SB, Part V — Summary of Plan Provisions**TN IAM (continued)***Early Retirement*

<i>Eligibility</i>	For participants who attained age 60 and completed 15 years of service, the first of any month after his 60th birthday.
<i>Benefit</i>	The employee's accrued Normal Retirement Benefit payable at age 65 without reduction or at his Early Retirement Date with a reduction of 6% for each year by which the commencement date precedes his Normal Retirement Date. If the participant has 25 or more years of service at retirement, the benefit is reduced 6% per year for each year of retirement prior to age 62.
<i>Commencement</i>	Anytime between Early Retirement Date and Normal Retirement Date, at the employee's election.
<i>Form of Payment</i>	Same as for normal retirement.

Deferred Vested Benefit

<i>Eligibility</i>	If a participant terminates employment prior to normal retirement and has at least 5 years of Vesting Service, the participant is eligible to receive a benefit at normal retirement age.
<i>Benefit</i>	Accrued normal retirement benefit payable at age 65.
<i>Commencement</i>	An employee's deferred vested benefit shall commence in full on his Normal Retirement Date or, at his option, in a reduced amount prior to his Normal Retirement Date, but after eligibility for early retirement. Benefits shall be reduced in the same manner as early retirement.
<i>Form of Payment</i>	Same as for normal retirement.

Disability Benefit

<i>Eligibility</i>	Has completed fifteen years of service and has become totally and permanently disabled such that is prevented from engaging in any employment for a period of six months and in the opinion of a physician the total disability is permanent.
<i>Benefit</i>	Two hundred dollars (\$200) per month payable until the participant becomes eligible for Social Security benefits, at that time benefit shall be equal to the benefit calculated as for early retirement until age 65. After age 65, the benefit will be equal to the benefit calculated as for early retirement.
<i>Commencement</i>	On disability date.
<i>Form of Payment</i>	Same as normal retirement.

Schedule SB, Part V — Summary of Plan Provisions**TN IAM (continued)***Death benefit**Before Retirement*

The same amount that the spouse would have received if the participant had:

- a. Separated from service on the date of death
- b. Survived to the earliest retirement age.
- c. Retired with an immediate 100% Joint and Survivor Annuity.

After Retirement

Based on the form of payment elected.

Cost

The cost of this benefit is borne by employees through a reduction to their accrued benefit.

*Actuarial Equivalent
Except as Noted Below*

1971 Group Annuity Mortality Table set back one year and an interest rate of 4.5%.

*Actuarial Equivalent for
Lump Sums (small
cashouts)*

Effective January 1, 2008, an interest rate equal to the annual rate structure based on the Pension Protection Act of 2006 (PPA) rates for the month of October preceding the plan year during which the payment occurs and mortality rates based on PPA rates for the applicable year.

*Actuarial Equivalent for
Joint and Survivor (J&S)
option*

$.890 - (.0065 \text{ times } (x-y)) + (.005 \text{ times } (65-x))$ for 100% J&S

$.915 - (.0052 \text{ times } (x-y)) + (.004 \text{ times } (65-x))$ for 75% J&S

$.941 - (.0038 \text{ times } (x-y)) + (.003 \text{ times } (65-x))$ for 50% J&S

Factors are limited to .999 (x is the employee's age, y is the spouse's age)

Schedule SB, Part V — Summary of Plan Provisions**TN USW**

<i>Effective Date</i>	January 1, 1951
<i>Most Recent Amendment</i>	January 1, 2011
<i>Participation Date</i>	An employee enters the plan on their employment date and is represented by the Union.
<i>Credited Service</i>	One year for each calendar year of unbroken service. If less than a full year, 1/12 of a year for each 133 hours and an additional 1/12 or any remaining 67 or more hours. Credited service frozen as of November 1, 2009.
<i>Vesting Service</i>	One year for each calendar year of unbroken service. If less than a full year, 1/12 of a year for each 133 hours and an additional 1/12 or any remaining 67 or more hours.
<i>Normal Retirement Eligibility</i>	The first of the month coinciding with or next following 65th birthday.
<i>Benefit</i>	Years of Service not more than forty at date of retirement times the benefit rate according to the following table.

Monthly Benefit

Date of Retirement	Multiplier
October 16, 1998	\$18.50
October 16, 1999	\$19.50
October 16, 2001	\$20.00
October 16, 2003	\$21.00

<i>Commencement</i>	Payments commence on the later of the first day of the month following an employee's retirement or the date the participant applies for the benefit.
<i>Form of Payment</i>	Benefits are normally payable in an unreduced amount as a life annuity for unmarried participants and in a reduced amount on a 50% joint and survivor basis for married participants. Other forms of payment are available on an Actuarially Equivalent basis.
<i>Late Retirement</i>	The greater of A. or B. below: A. The employee's accrued benefit as of his deferred retirement date. B. The employee's Normal Retirement Benefit is increased actuarially to reflect the additional service to the deferred age.
<i>Early Retirement Eligibility</i>	For participants who attained age 60 and completed ten years of service, the first of any month after his 60th birthday.

Schedule SB, Part V — Summary of Plan Provisions**TN USW (continued)**

<i>Benefit</i>	The employee's accrued Normal Retirement Benefit payable at age 65 without reduction or at his Early Retirement Date with a reduction of 6% for each year by which the commencement date precedes his Normal Retirement Date. If the participant has 25 or more years of service at retirement, the benefit is reduced 6% per year for each year of retirement prior to age 62.
<i>Commencement</i>	Anytime between Early Retirement Date and Normal Retirement Date, at the employee's election.
<i>Form of Payment</i>	Same as for normal retirement.
<i>Deferred Vested Benefit</i>	
<i>Eligibility</i>	If a participant terminates employment prior to normal retirement and has at least 5 years of Vesting Service, the participant is eligible to receive a benefit at normal retirement age.
<i>Benefit</i>	Accrued normal retirement benefit payable at age 65.
<i>Commencement</i>	An employee's deferred vested benefit shall commence in full on his Normal Retirement Date or, at his option, in a reduced amount prior to his Normal Retirement Date, but after eligibility for early retirement. Benefits shall be reduced in the same manner as early retirement.
<i>Form of Payment</i>	Same as for normal retirement.
<i>Disability Retirement</i>	
<i>Eligibility</i>	Has completed ten years of service and has become totally and permanently disabled such that is prevented from engaging in any employment for a period of six months and in the opinion of a physician the total disability is permanent.
<i>Benefit</i>	One hundred seventy-five dollars (\$175) per month payable until the participant becomes eligible for Social Security benefits, at that time the benefit shall be equal to the benefit calculated as for early retirement with a maximum of \$175.00 per month until age 65. Upon attainment of age 65, the maximum dollar limit shall be removed.
<i>Commencement</i>	On disability date.
<i>Form of Payment</i>	Same as normal retirement.
<i>Death Benefit</i>	
<i>Before Retirement</i>	The same amount that the spouse would have received if the participant had: <ul style="list-style-type: none"> a. Separated from service on the date of death b. Survived to the earliest retirement age. c. Retired with an immediate 50% Joint and Survivor Annuity.

Schedule SB, Part V — Summary of Plan Provisions**TN USW (continued)**

<i>After Retirement</i>	Based on benefit form elected.
<i>Cost</i>	The cost of this benefit is borne by employees through a reduction to their accrued benefits.
<i>Actuarial Equivalent Except as Noted Below</i>	1971 Group Annuity Table setback one year and an interest rate of 4.5%.
<i>Actuarial Equivalent for Lump Sums (small cashouts)</i>	Effective January 1, 2008, an interest rate equal to the annual rate structure based on the Pension Protection Act of 2006 (PPA) rates for the month of October preceding the plan year during which the payment occurs and mortality rates based on PPA rates for the applicable year.
<i>Actuarial Equivalent for Joint and Survivor (J&S) option</i>	<p>$.890 - (.0065 \text{ times } (x-y)) + (.005 \text{ times } (65-x))$ for 100% J&S</p> <p>$.915 - (.0052 \text{ times } (x-y)) + (.004 \text{ times } (65-x))$ for 75% J&S</p> <p>$.941 - (.0038 \text{ times } (x-y)) + (.003 \text{ times } (65-x))$ for 50% J&S</p> <p>Factors are limited to .999 (x is the employee's age, y is the spouse's age)</p>

Schedule SB, Part V — Summary of Plan Provisions**Carthage***Effective Date* January 1, 1977*Most Recent Amendment* January 1, 2011*Participation Date* An employee enters the plan on their employment date and is represented by the Union.*Credited Service* All continuous Years of Service with the employer. For any period of service less than a full twelve (12) months, the employee shall earn one-tenth (1/10) Year of Service for each 160 hours of service.
Credited service frozen as of November 1, 2009.*Vesting Service* All continuous Years of Service with the employer. For any period of service less than a full twelve (12) months, the employee shall earn one-tenth (1/10) Year of Service for each 160 hours of service.*Normal Retirement**Eligibility* The first of the month coinciding with or next following 65th birthday.*Benefit* Years of Service not more than thirty as of date of retirement times the benefit rate according to the following table.

Monthly Benefit	
Date of Retirement	Multiplier
After October 1, 1995	\$13.50
After October 1, 1996	\$14.00
After October 1, 1997	\$14.50
After October 1, 1998	\$15.00
After October 1, 1999	\$15.50

Commencement Payments commence on the later of the first day of the month following an employee's retirement or the date the participant applies for the benefit.*Form of Payment* Benefits are normally payable in an unreduced amount as a life annuity for unmarried participants and in a reduced amount on a 50% joint and survivor basis for married participants. Other forms of payment are available on an Actuarially Equivalent basis.*Late Retirement* The greater of A. or B. below:

- A. The employee's accrued benefit as of his deferred retirement date.
- B. The employee's Normal Retirement Benefit is increased actuarially to reflect the additional service to the deferred age.

*Early Retirement**Eligibility* For participants who attained age 60 and completed ten years of service, the first of any month after his 60th birthday

Schedule SB, Part V — Summary of Plan Provisions**Carthage** (continued)

<i>Benefit</i>	The employee's accrued Normal Retirement Benefit payable at age 65 without reduction or at his Early Retirement Date with a reduction of 7.2% for each year by which the commencement date precedes his Normal Retirement Date. If the participant has earned 30 or more years of service, the reduction of 7.2% applies to only retirement prior to age 62.
<i>Commencement</i>	Anytime between Early Retirement Date and Normal Retirement Date, at the employee's election.
<i>Form of Payment</i>	Same as for normal retirement.
<i>Deferred Vested Benefit</i>	
<i>Eligibility</i>	If a participant terminates employment prior to normal retirement and has at least 5 years of Vesting Service, the participant is eligible to receive a benefit at normal retirement age.
<i>Benefit</i>	Accrued normal retirement benefit payable at age 65.
<i>Commencement</i>	An employee's deferred vested benefit shall commence in full on his Normal Retirement Date or, at his option, in a reduced amount prior to his Normal Retirement Date, but after eligibility for early retirement. Benefits shall be reduced in the same manner as early retirement.
<i>Form of Payment</i>	Same as for normal retirement.
<i>Death Benefit</i>	
<i>Before Retirement</i>	The same amount that the spouse would have received if the participant had: <ul style="list-style-type: none"> a. Separated from service on the date of death b. Survived to the earliest retirement age. c. Retired with an immediate 50% Joint and Survivor Annuity.
<i>After Retirement</i>	Based on benefit form elected.
<i>Cost</i>	The cost of this benefit is borne by employees through a reduction to their accrued benefits.
<i>Actuarial Equivalent Except as Noted Below</i>	1971 Group Annuity Table setback one year and an interest rate of 4.5%.
<i>Actuarial Equivalent for Lump Sums (small cashouts)</i>	Effective January 1, 2008, an interest rate equal to the annual rate structure based on the Pension Protection Act of 2006 (PPA) rates for the month of October preceding the plan year during which the payment occurs and mortality rates based on PPA rates for the applicable year.

Schedule SB, Part V — Summary of Plan Provisions**Carthage** *(continued)*

<i>Actuarial Equivalent for</i>	.890 – (.0065 times (x-y)) + (.005 times (65-x)) for 100% J&S
<i>Joint and Survivor (J&S)</i>	.915 – (.0052 times (x-y)) + (.004 times (65-x)) for 75% J&S
<i>option</i>	.941 – (.0038 times (x-y)) + (.003 times (65-x)) for 50% J&S

Factors are limited to .999 (x is the employee's age, y is the spouse's age)

Schedule SB, Part V — Summary of Plan Provisions**North Manchester Hourly**

<i>Effective Date</i>	July 1, 1998
<i>Most Recent Amendment</i>	January 1, 2011
<i>Participation Date</i>	January 1 or July 1 following completion of one year of service, if represented by the Union.
<i>Credited Service</i>	<p>A fraction of Year of Service is earned for each Calendar Year the employee is credited with 1,000 hours of service. A full year is granted for 1,907 hours worked.</p> <p>Credited service frozen as of November 1, 2009.</p>
<i>Vesting Service</i>	A fraction of Year of Service is earned for each Calendar Year the employee is credited with 1,000 hours of service. A full year is granted for 1,907 hours worked.
<i>Normal Retirement</i>	
<i>Eligibility</i>	First of the month nearest 65th birthday.
<i>Benefit</i>	<p>\$22.00 x credited service for retirements prior to October 1, 2001</p> <p>\$22.50 x credited service for retirements after July 24, 2002</p> <p>\$23.00 x credited service for retirements after July 24, 2003</p> <p>\$24.00 x credited service for retirements after July 24, 2004</p>
<i>Commencement</i>	Payments commence on the later of the first day of the month following an employee's retirement or the date the participant applies for the benefit.
<i>Form of Payment</i>	Benefits are normally payable in an unreduced amount as a life annuity with 5 years certain for unmarried participants and in a reduced amount on a 50% joint and survivor basis for married participants. Other forms of payment are available on an Actuarially Equivalent basis.
<i>Late Retirement</i>	<p>The greater of A. or B. below:</p> <p>A. The employee's accrued benefit as of his deferred retirement date.</p> <p>B. The employee's Normal Retirement Benefit is increased actuarially to reflect the additional service to the deferred age.</p>
<i>Early Retirement</i>	
<i>Eligibility</i>	Age 55
<i>Benefit</i>	Accrued benefit payable at age 65 or a reduced benefit payable immediately. The reduction is 0.33% per month prior to age 65.
<i>Commencement</i>	Anytime between Early Retirement Date and Normal Retirement Date, at the employee's election.
<i>Form of Payment</i>	Same as for normal retirement.

Schedule SB, Part V — Summary of Plan Provisions**North Manchester Hourly** *(continued)**Deferred Vested Benefit*

<i>Eligibility</i>	If a participant terminates employment prior to normal retirement and has at least 5 years of Vesting Service, the participant is eligible to receive a benefit at normal retirement age.
<i>Benefit</i>	Accrued Normal Retirement Benefit payable at age 65.
<i>Commencement</i>	An employee's deferred vested benefit shall commence in full on his Normal Retirement Date or, at his option, in a reduced amount prior to his Normal Retirement Date, but after eligibility for early retirement. Benefits shall be reduced in the same manner as early retirement.
<i>Form of Payment</i>	Same as for normal retirement.

Disability Benefit

<i>Eligibility</i>	Total and Permanent Disability after 15 years of credited service.
<i>Benefit</i>	Benefits calculation as for early retirement above. If the benefit is less than \$100 amount a supplemental benefit will be paid to make the benefit equal to \$100. This supplement will cease upon the earlier of death or age 62.
<i>Commencement</i>	On disability date
<i>Form of Payment</i>	Same as normal retirement.

Death Benefit

<i>Before Retirement</i>	The same amount that the spouse would have received if the participant had: <ol style="list-style-type: none"> Separated from service on the date of death Survived to the earliest retirement age. Retired with an immediate 50% Joint and Survivor Annuity.
<i>After Retirement</i>	Based on benefit form elected.
<i>Cost</i>	The cost of this benefit is borne by employees through a reduction to their accrued benefits.

*Actuarial Equivalent
Except as Noted Below*

1984 – UP table and a 9% interest rate.

*Actuarial Equivalent for
Lump Sums (small
cashouts)*

Effective January 1, 2008, an interest rate equal to the annual rate structure based on the Pension Protection Act of 2006 (PPA) rates for the month of October preceding the plan year during which the payment occurs and mortality rates based on PPA rates for the applicable year.

Schedule SB, Part V — Summary of Plan Provisions**Kendallville Hourly**

<i>Effective Date</i>	July 1, 1998
<i>Most Recent Amendment</i>	January 1, 2011
<i>Participation Date</i>	January 1 or July 1 following date of hire. The plan has been closed to new entrants hired on or after January 1, 2005.
<i>Credited Service</i>	All Continuous Years of Service with the employer in which an employee is credited 1,700 hours. For any Period of Service less than 1,700 hours, the employee will earn a prorated amount of service to the nearest 1/12. Credited service frozen as of November 1, 2009.
<i>Vesting Service</i>	All Continuous Years of Service with the employer in which an employee is credited 1,700 hours. For any Period of Service less than 1,700 hours, the employee will earn a prorated amount of service to the nearest 1/12.
<i>Normal Retirement</i>	
<i>Eligibility</i>	First of the month following age 65.
<i>Benefit</i>	\$15 x Credited Service
<i>Commencement</i>	Payments commence on the later of the first day of the month following an employee's retirement or the date the participant applies for the benefit.
<i>Form of Payment</i>	Benefits are normally payable in an unreduced amount as a life annuity for unmarried participants and in a reduced amount on a 50% joint and survivor basis for married participants. Other forms of payment are available on an Actuarially Equivalent basis.
<i>Late Retirement</i>	The greater of A. or B. below: A. The employee's accrued benefit as of his deferred retirement date. B. The employee's Normal Retirement Benefit is increased actuarially to reflect the additional service to the deferred age.
<i>Early Retirement</i>	
<i>Eligibility</i>	Age 55 with 10 years of Credited Service
<i>Benefit</i>	Accrued benefit payable at age 65 or a reduced benefit payable immediately. Reduction is 0.5% for each month prior to age 55.
<i>Commencement</i>	Anytime between Early Retirement Date and Normal Retirement Date, at the employee's election.
<i>Form of Payment</i>	Same as for normal retirement.

Schedule SB, Part V — Summary of Plan Provisions**Kendallville Hourly** (*continued*)*Deferred Vested benefit*

<i>Eligibility</i>	If a participant terminates employment prior to normal retirement and has at least 5 years of Vesting Service, the participant is eligible to receive a benefit at normal retirement age.
<i>Benefit</i>	Accrued Normal Retirement Benefit payable at age 65.
<i>Commencement</i>	An employee's deferred vested benefit shall commence in full on his Normal Retirement Date or, at his option, in a reduced amount prior to his Normal Retirement Date, but after eligibility for early retirement. Benefits shall be reduced in the same manner as early retirement.
<i>Form of Payment</i>	Same as for normal retirement.

Disability Benefit

<i>Eligibility</i>	Total and Permanent Disability after 10 years of credited service.
<i>Benefit</i>	Benefits as calculated for normal retirement above. A supplemental benefit of \$15.00 x credited service until eligible for Federal Social Security disability benefits or unreduced old age benefits.
<i>Commencement</i>	On disability date.
<i>Form of Payment</i>	Same as normal retirement.

Death benefit

<i>Before Retirement</i>	The same amount that the spouse would have received if the participant had: <ol style="list-style-type: none"> Separated from service on the date of death Survived to the earliest retirement age. Retired with an immediate 50% Joint and Survivor Annuity.
<i>After Retirement</i>	Based on the benefit form elected.

<i>Actuarial Equivalent Except as Noted Below</i>	97% of male rates and 3% of female rates of 1971 GAM Table projected to 1978 with scale E and an interest rate of 7.5%.
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<i>Actuarial Equivalent for Lump Sums (small cashouts)</i>	Effective January 1, 2008, an interest rate equal to the annual rate structure based on the Pension Protection Act of 2006 (PPA) rates for the month of October preceding the plan year during which the payment occurs and mortality rates based on PPA rates for the applicable year.
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Schedule SB, Part V — Summary of Plan Provisions**West Plains Plant Hourly**

<i>Effective Date</i>	July 1, 1998
<i>Most Recent Amendment</i>	January 1, 2011
<i>Participation Date</i>	January 1 or July 1 following date of hire. The plan has been closed to new entrants hired on or after January 1, 2005.
<i>Credited Service</i>	Elapsed months with service determined to the end of the month of termination. Credited service frozen as of November 1, 2009.
<i>Vesting Service</i>	Elapsed months with service determined to the end of the month of termination.
<i>Normal Retirement</i>	
<i>Eligibility</i>	65th birthday
<i>Benefit</i>	\$14 times Credited Service at December 31, 2001 plus \$17.25 times Credited Service after January 1, 2002
<i>Commencement</i>	Payments commence on the later of the first day of the month following an employee's retirement or the date the participant applies for the benefit.
<i>Form of Payment</i>	Benefits are normally payable in an unreduced amount as a life annuity for unmarried participants and in a reduced amount on a 50% joint and survivor basis for married participants. Other forms of payment are available on an Actuarially Equivalent basis.
<i>Late Retirement</i>	Each employee who continues to be an employee after attaining his normal retirement age and retires prior to attaining age 70½ shall be entitled upon actual retirement to receive a monthly benefit determined in the same manner as for normal retirement as of his Late Retirement Date.
<i>Early Retirement</i>	
<i>Eligibility</i>	Age 55 with 10 years of Vesting Service
<i>Benefit</i>	Accrued benefit payable at age 65 or a reduced benefit payable immediately. The reduction is 3/12 of 1% for each of the first 60 months that payment precedes age 65, and 4/12 of 1% for each additional month.
<i>Commencement</i>	Anytime between Early Retirement Date and Normal Retirement Date, at the employee's election.
<i>Form of Payment</i>	Same as for normal retirement.

Schedule SB, Part V — Summary of Plan Provisions**West Plains Plant Hourly** *(continued)**Deferred Vested Benefit*

<i>Eligibility</i>	If a participant terminates employment prior to normal retirement and has at least 5 years of Vesting Service, the participant is eligible to receive a benefit at normal retirement age.
<i>Benefit</i>	Accrued Normal Retirement Benefit payable at age 65.
<i>Commencement</i>	An employee's deferred vested benefit shall commence in full on his Normal Retirement Date or, at his option, in a reduced amount prior to his Normal Retirement Date, but after eligibility for early retirement. Benefits shall be reduced in the same manner as early retirement. An employee who has at least 5 but less than 10 years of Vesting Service and is at least age 55 can retire with an Actuarial Equivalent reduction to his or her accrued benefit.
<i>Form of Payment</i>	Same as for normal retirement.

Disability Benefit

<i>Eligibility</i>	Total and Permanent Disability after 15 years of credited service.
<i>Benefit</i>	Unreduced accrued benefit payable until 65 (or earlier if retire) as a life annuity, optional forms offered at retirement. If married and die prior to retirement then standard death benefits apply.
<i>Commencement</i>	On the 7th month following disability.
<i>Form of Payment</i>	Same as normal retirement.

Death Benefit

<i>Before Retirement</i>	<p>The same amount that the spouse would have received if the participant had:</p> <ol style="list-style-type: none"> Separated from service on the date of death Survived to the earliest retirement age. Retired with an immediate 50% Joint and Survivor Annuity. <p>A \$5,000 lump sum death benefit is payable if terminated after retirement eligibility and receive benefits as an annuity.</p>
<i>After Retirement</i>	Based on benefit form chosen.

*Actuarial Equivalent
Except as Noted
Below*

1983 Group Annuity Mortality Table blended 50% for males and 50% for females and an interest rate of 5%.

*Actuarial Equivalent
for Lump Sums (small
cashouts)*

Effective January 1, 2008, an interest rate equal to the annual rate structure based on the Pension Protection Act of 2006 (PPA) rates for the month of October preceding the plan year during which the payment occurs and mortality rates based on PPA rates for the applicable year.

Schedule SB, Part V — Summary of Plan Provisions**West Plains Plant Hourly** *(continued)*

<i>Actuarial Equivalent for Certain and Continuous (C&C) option</i>	$.960 + (.0043 \text{ times } (65-x))$ for 10 C&C
	$.905 + (.0080 \text{ times } (65-x))$ for 15 C&C
	Factors are limited to .999 (x is the employee's age)
<i>Actuarial Equivalent for Joint and Survivor (J&S) option</i>	$.890 - (.0065 \text{ times } (x-y)) + (.005 \text{ times } (65-x))$ for 100% J&S
	$.915 - (.0052 \text{ times } (x-y)) + (.004 \text{ times } (65-x))$ for 75% J&S
	$.941 - (.0038 \text{ times } (x-y)) + (.003 \text{ times } (65-x))$ for 50% J&S
	Factors are limited to .999 (x is the employee's age; y is the spouse's age)

Schedule SB, Part V — Summary of Plan Provisions**Winterset, Iowa**

<i>Effective Date</i>	July 1, 1998
<i>Most Recent Amendment</i>	January 1, 2011
<i>Participation Date</i>	January 1 or July 1 following date of hire. The plan has been closed to new entrants hired on or after January 1, 2005.
<i>Credited Service</i>	Credited Service is granted for employment with an employer as an eligible employee, or, if later, after the employer became an affiliated employer. Years of Credited Service is measured in elapsed months with service determined to the end of the month containing the date of termination, rounded to the nearest 1/10th. Service is counted in number of months, rounded to the nearest 1/10th. Credited service frozen as of November 1, 2009.
<i>Vesting Service</i>	Years of Vesting Service is measured in elapsed months, with service determined to the end of the month containing the date of termination, rounded to the nearest 1/10th.
<i>Compensation</i>	Compensation is total amount paid in the plan year as reported on IRS Form W-2, including severance, and excluding any amount attributable to any stock plan and taxable fringe benefits earned during the year. Compensation includes deferrals made pursuant to Code Section 401(k) or 125.
<i>Covered Compensation</i>	The average of the Social Security Wage Bases over the 35 year period ending with the year of attainment of Social Security Retirement Age.
<i>Final Average Compensation</i>	The participant's average annual compensation for the 5 full non-consecutive calendar years in which the largest amounts of Compensation were received during the final 10 years of the participant's employment.
<i>Normal Retirement</i>	
<i>Eligibility</i>	65th birthday
<i>Benefit</i>	.95% of Final Average Compensation times years of Credited Service plus .65% of Final Average Compensation in excess of Covered Compensation times years of Credited Service limited to 35. Participants get greater of above and the benefit formula accrued as of December 31, 2001 plus above formula with service from January 1, 2002 forward.

Schedule SB, Part V — Summary of Plan Provisions**Winterset, Iowa (continued)**

<i>Commencement</i>	Payments commence on the later of the first day of the month following an employee's retirement or the date the participant applies for the benefit.
<i>Form of Payment</i>	Benefits are normally payable in an unreduced amount as a life annuity for unmarried participants and in a reduced amount on a 50% joint and survivor basis for married participants. Other forms of payment are available on an Actuarially Equivalent basis.
<i>Late Retirement</i>	Each employee who continues to be an employee after attaining his normal retirement age and retires prior to attaining age 70½ shall be entitled upon actual retirement to receive a monthly benefit determined in the same manner as for normal retirement as of his Late Retirement Date.
<i>Early Retirement</i>	
<i>Eligibility</i>	Age 55 with 10 years of Vesting Service. 5 years are required for those age 60 or vested as of January 1, 2002.
<i>Benefit</i>	Accrued benefit payable at age 65 or a reduced benefit payable immediately. The December 31, 2001 accrued benefit is reduced based on the provisions of the prior plan. The current formula is reduced 0.33% per month. The excess portion has a higher reduction.
<i>Commencement</i>	If a participant terminates employment prior to normal retirement and has at least 5 years of Vesting Service, the participant is eligible to receive a benefit at normal retirement age.
<i>Form of Payment</i>	Accrued Normal Retirement Benefit payable at age 65.
<i>Deferred Vested Benefit</i>	
<i>Eligibility</i>	If a participant terminates employment prior to normal retirement and has at least 5 years of Vesting Service, the participant is eligible to receive a benefit at normal retirement age.
<i>Benefit</i>	Accrued normal retirement benefit payable at age 65.
<i>Commencement</i>	An employee's deferred vested benefit shall commence in full on his Normal Retirement Date or, at his option, in a reduced amount prior to his Normal Retirement Date, but after eligibility for early retirement. Benefits shall be reduced in the same manner as early retirement. An employee who has at least 5 but less than 10 years of Vesting Service and is at least age 55 can retire with an Actuarial Equivalent reduction to his or her accrued benefit.
<i>Form of Payment</i>	Same as for normal retirement.
<i>Disability Retirement</i>	
<i>Eligibility</i>	Permanently unable to engage in any substantial employment and covered under the LTD Plan.

Schedule SB, Part V — Summary of Plan Provisions**Winterset, Iowa** *(continued)*

<i>Benefit</i>	Credited service continues to accrue until retirement or disability ends. Compensation is assumed at the last rate of compensation prior to disability. Pre-2002 LTD employees stay in terms of the plan at the time of disability.
<i>Commencement</i>	At retirement.
<i>Form of Payment</i>	Same as for normal retirement.
<i>Death Benefit</i>	
<i>Before Retirement</i>	Upon the death of a vested participant, the surviving spouse will become eligible for a qualified joint and 50% survivor benefit.
<i>After Retirement</i>	Based on benefit form chosen.
<i>Actuarial Equivalent Except as Noted Below</i>	1983 Group Annuity Mortality Table blended 50% for males and 50% for females and an interest rate of 5%.
<i>Actuarial Equivalent for Lump Sums (small cashouts)</i>	Effective January 1, 2008, an interest rate equal to the annual rate structure based on the Pension Protection Act of 2006 (PPA) rates for the month of October preceding the plan year during which the payment occurs and mortality rates based on PPA rates for the applicable year.
<i>Actuarial Equivalent for Certain and Continuous (C&C) option</i>	.960 + (.0043 times (65-x)) for 10 C&C .905 + (.0080 times (65-x)) for 15 C&C Factors are limited to .999 (x is the employee's age)
<i>Actuarial Equivalent for Joint and Survivor (J&S) option</i>	.890 – (.0065 times (x-y)) + (.005 times (65-x)) for 100% J&S .915 – (.0052 times (x-y)) + (.004 times (65-x)) for 75% J&S .941 – (.0038 times (x-y)) + (.003 times (65-x)) for 50% J&S Factors are limited to .999 (x is the employee's age; y is the spouse's age)

Schedule SB, Part V — Summary of Plan Provisions**Eaton Salaried**

<i>Effective Date</i>	July 1, 1998
<i>Most Recent Amendment</i>	January 1, 2011
<i>Participation Date</i>	January 1 or July 1 following date of hire. The plan has been closed to new entrants hired on or after January 1, 2005.
<i>Credited Service</i>	Credited Service is granted for employment with an employer as an eligible employee, or, if later, after the employer became an affiliated employer. Years of Credited Service is measured in elapsed months with service determined to the end of the month containing the date of termination, rounded to the nearest 1/10th. Service is counted in number of months, rounded to the nearest 1/10th. Credited service frozen as of November 1, 2009.
<i>Vesting Service</i>	Years of Vesting Service is measured in elapsed months, with service determined to the end of the month containing the date of termination, rounded to the nearest 1/10th.
<i>Compensation</i>	Compensation is total amount paid in the plan year as reported on IRS Form W-2, including severance, and excluding any amount attributable to any stock plan and taxable fringe benefits earned during the year. Compensation includes deferrals made pursuant to Code Section 401(k) or 125.
<i>Covered Compensation</i>	The average of the Social Security Wage Bases over the 35 year period ending with the year of attainment of Social Security Retirement Age.
<i>Final Average Compensation</i>	The participant's average annual compensation for the 5 full non-consecutive calendar years in which the largest amounts of Compensation were received during the final 10 years of the participant's employment. If less than 5 years, then average over the number of whole years.
<i>Normal Retirement</i>	
<i>Eligibility</i>	First of the month following age 65.
<i>Benefit</i>	.95% of Final Average Compensation times years of Credited Service plus .65% of Final Average Compensation in excess of Covered Compensation times years of Credited Service limited to 35. Participants get the greater of above and the benefit accrued as of December 31, 2001 plus above formula with service from January 1, 2002 forward.

Schedule SB, Part V — Summary of Plan Provisions**Eaton Salaried** *(continued)*

<i>Commencement</i>	Payments commence on the later of the first day of the month following an employee's retirement or the date the participant applies for the benefit.
<i>Form of Payment</i>	Benefits are normally payable in an unreduced amount as a life annuity for unmarried participants and in a reduced amount on a 50% joint and survivor basis for married participants. Other forms of payment are available on an Actuarially Equivalent basis.
<i>Late Retirement</i>	Each employee who continues to be an employee after attaining his normal retirement age and retires prior to attaining age 70½ shall be entitled upon actual retirement to receive a monthly benefit determined in the same manner as for normal retirement as of his Late Retirement Date.
<i>Early Retirement</i>	
<i>Eligibility</i>	Age 50 with 10 years of service if employment is terminated by the company, age 55 with 10 years of service otherwise.
<i>Benefit</i>	Accrued benefit payable at age 65 or a reduced benefit payable immediately. The December 31, 2001 benefit is reduced based on the provisions of the prior plan. The current formula is reduced 0.33% per month. The excess portion has a higher reduction.
<i>Commencement</i>	Anytime between Early Retirement Date and Normal Retirement Date, at the employee's election.
<i>Form of Payment</i>	Same as for normal retirement.
<i>Deferred Vested Benefit</i>	
<i>Eligibility</i>	If a participant terminates employment prior to normal retirement and has at least 5 years of Vesting Service, the participant is eligible to receive a benefit at normal retirement age.
<i>Benefit</i>	Accrued Normal Retirement Benefit payable at age 65.
<i>Commencement</i>	An employee's deferred vested benefit shall commence in full on his Normal Retirement Date or, at his option, in a reduced amount prior to his Normal Retirement Date, but after eligibility for early retirement. Benefits shall be reduced in the same manner as early retirement. An employee who has at least 5 but less than 10 years of Vesting Service and is at least age 55 can retire with an Actuarial Equivalent reduction to his or her accrued benefit.
<i>Form of Payment</i>	Same as for normal retirement.
<i>Disability Benefit</i>	
<i>Eligibility</i>	Permanently unable to engage in any substantial employment and covered under the LTD Plan.

Schedule SB, Part V — Summary of Plan Provisions**Eaton Salaried** *(continued)*

<i>Benefit</i>	Credited service continues to accrue until retirement or disability ends. Compensation is assumed at the last rate of compensation prior to disability. Pre-2002 LTD employees stay in terms of the plan at the time of disability.
<i>Commencement</i>	At retirement.
<i>Form of Payment</i>	Same as for normal retirement.
<i>Death Benefit</i>	
<i>Before Retirement</i>	Upon the death of a vested participant, the surviving spouse will become eligible for a qualified joint and 50% survivor benefit.
<i>After Retirement</i>	A lump sum payment of \$5,000 will be made to the beneficiary of a participant who dies after retiring under the early, normal or late retirement provisions.
<i>Lump Sum Payments</i>	Some participants are eligible for an unlimited lump sum of the December 31, 2001 accrued benefit.
<i>Actuarial Equivalent Except as Noted Below</i>	1983 Group Annuity Mortality Table blended 50% for males and 50% for females and an interest rate of 5%.
<i>Actuarial Equivalent for Lump Sums</i>	Effective January 1, 2008, an interest rate equal to the annual rate structure based on the Pension Protection Act of 2006 (PPA) rates for the month of October preceding the plan year during which the payment occurs and mortality rates based on PPA rates for the applicable year.
<i>Actuarial Equivalent for Certain and Continuous (C&C) option</i>	.960 + (.0043 times (65-x)) for 10 C&C .905 + (.0080 times (65-x)) for 15 C&C Factors are limited to .999 (x is the employee's age)
<i>Actuarial Equivalent for Joint and Survivor (J&S) option</i>	.890 – (.0065 times (x-y)) + (.005 times (65-x)) for 100% J&S .915 – (.0052 times (x-y)) + (.004 times (65-x)) for 75% J&S .941 – (.0038 times (x-y)) + (.003 times (65-x)) for 50% J&S Factors are limited to .999 (x is the employee's age; y is the spouse's age)

Schedule SB, Part V — Summary of Plan Provisions**Safetran Systems Corporation**

<i>Effective Date</i>	November 1, 1951
<i>Most Recent Amendment</i>	January 1, 2011
<i>Eligibility</i>	All collectively bargained employees of Safetran Systems Corporation become participants on the first day of the month coincident with or next following the completion of one year of Vesting Service and the attainment of age 21. Leased employees are not eligible to participate under the Plan.
<i>Credited Service</i>	One year of Credited Service means the number of calendar years, determined to the nearest month, before a participant's Normal Retirement Date during which the employee has service as an eligible employee. A month of service for this purpose is defined as a calendar month in which the employee is in service for fifteen or more days.
<i>Vesting Service</i>	One year of Vesting Service is earned in each calendar year in which the participant is credited with 1,000 or more hours of service.
<i>Base Earnings</i>	Base Earnings generally include all wages paid while an active participant by the company excluding bonuses and commissions. Base Earnings include amounts deferred on a pre-tax basis under a 401(k) plan or a Section 125 cafeteria plan of the company.
<i>Normal Retirement Eligibility</i>	Age 65

Schedule SB, Part V — Summary of Plan Provisions**Safetran Systems Corporation (continued)***Benefit*

For non-Cucamonga Bargaining Employees, and Cucamonga Bargaining Employees for periods prior to January 27, 1989, the monthly benefit payable upon retirement is equal to one-twelfth of the greater of (a) plus (b), or (c) as follows:

- (a) 0.75% times the participant's first \$6,600 of Base Earnings plus 1.5% times the Base Earnings in excess of \$6,600 for each year of service after January 1, 1968
- (b) 1% times the first \$6,000 of the participant's 1967 Base Earnings plus 1.5% times the participant's 1967 Base Earnings in excess of \$6,600, the sum multiplied by whole years of active contributory service from the later of age 25 and 2 years of service to December 31, 1967
- (c) minimum benefit of \$30 times years of Credited Service not in excess of 30 plus 15% of total employee contributions, if any.

For Cucamonga Bargaining Employees, for periods after January 27, 1989, the monthly benefit payable upon retirement is equal to one-twelfth of the greater of (a) plus (b), or (c) as follows:

- (a) 1.8% times the participant's Base Earnings for each year of service after January 27, 1990
- (b) 1.25% times the first \$6,600 of the participant's Base Earnings plus 2% times the participant's Base Earnings in excess of \$6,600, for the period beginning January 27, 1989 and ending January 27, 1990
- (c) minimum benefit of \$30 times years of Credited Service not in excess of 30 plus 15% of total employee contributions, if any.

Commencement

Payments commence on the later of the first day of the month following an employee's retirement or the date the participant applies for the benefit.

Form of Payment

Benefits are normally payable in an unreduced amount as a life annuity for unmarried participants and in a reduced amount on a 50% Joint and Survivor basis for married participants.

Schedule SB, Part V — Summary of Plan Provisions**Safetran Systems Corporation (continued)***Late Retirement*

Each employee who continues to be an employee after attaining his/her Normal Retirement Age shall be entitled upon actual retirement to receive a monthly benefit determined in the same manner as for Normal Retirement as of his/her Late Retirement Date.

*Early Retirement**Eligibility*

Age 55 provided that the sum of attained age and completed years of Vesting Service is greater than or equal to 64 (with minimum of at least 4 years of Vesting Service).

Benefit

The amount of benefit is computed as for Normal Retirement. The benefit is payable in full at age 62, or multiplied by the appropriate early retirement factor as follows:

Age	Early Retirement Factor
55	57.90%
56	63.50%
57	69.40%
58	75.20%
59	80.80%
60	86.70%
61	93.30%

Commencement

Anytime between early retirement date and normal retirement date, at the employee's election.

Form of Payment

Same as Normal Retirement

*Deferred Vested Benefit**Eligibility*

Termination of employment prior to Normal Retirement with at least 5 years of Vesting Service.

Benefit

The amount of benefit should be calculated as for Normal Retirement.

Schedule SB, Part V — Summary of Plan Provisions**Safetran Systems Corporation (continued)**

<i>Commencement</i>	An employee's deferred vested benefit shall commence in full on his or her Normal Retirement Date, or at the participant's option, in a reduced amount prior to Normal Retirement any time after attaining age 55, provided the employee has four or more years of Vesting Service and provided that the sum of attained age and completed years of Vesting Service is greater than or equal to 64. Reduction factors are the same as for Early Retirement.
<i>Form of Payment</i>	Same as Normal Retirement
<i>Disability Benefit</i>	
<i>Eligibility</i>	If a participant incurs a total and permanent disability, attained age 50 and completed 8 years of participation, he or she shall be entitled to receive a disability benefit.
<i>Benefit</i>	Monthly annuity is the greater of (a) or (b) as follows: (a) \$70 (b) \$5 times years of continuous service ending on date of disability
<i>Commencement</i>	The first day of the month coincident with or next following six months after disability provided the participant has applied for a disability benefit. Payments will be payable until the earlier of the following: (a) the participant's early retirement date, (b) the date of his/her death, or (c) the date as of which it was determined that the participant is no longer disabled.
<i>Form of Payment</i>	Temporary single life annuity

Schedule SB, Part V — Summary of Plan Provisions**Safetran Systems Corporation (continued)***Death Benefit**Before Retirement*

Upon the death of a vested participant who has been married for at least one year, his or her surviving spouse shall be eligible to receive a pre-retirement surviving spouse annuity. The pre-retirement surviving spouse annuity provides a reduced benefit equal to the benefit the spouse would have received had the participant retired on the day preceding his or her date of death (or had survived until his or her earliest retirement date, if death occurs prior to such date, and retired on such date) and elected to receive benefits in the 50% Joint and Survivor Annuity form.

After Retirement

Death benefits payable after retirement, if any, are payable in accordance with whichever option the retiree elected.

Optional Forms of Payment

The forms of benefit payment available to each participant shall be the Actuarial Equivalent of his/her normal retirement benefit on a single life annuity basis. The forms of benefit are as follows:

- 5-year and 10-year certain and life
- 50%, 75% and 100% Joint and Survivor annuity
- Social Security adjustment

Actuarial Equivalent Except as Noted Below

For determination dates occurring on or after July 1, 1996, means an amount having equal value when computed on the basis of 7.00% interest rate compounded annually and a blend of 50% of the male mortality rates and 50% of the female mortality rates from the 1983 Group Annuity Mortality Table.

Actuarial Equivalent for Lump Sums (small cashouts and Social Security adjustment)

For payments occurring on or after January 1, 2008, an interest rate equal to the annual rate structure based on the Pension Protection Act of 2006 (PPA) rates for the month of October immediately preceding the plan year during which the payment occurs and mortality rates based on PPA rates for the applicable year.

Maximum compensation

Compensation for any 12-month period used to determine accrued benefits may not exceed the limits in IRC Section 401(a)(17) for the calendar year in which the 12-month period begins. This limit is indexed annually. For 2010, the limit is \$245,000.

Schedule SB, Part V — Summary of Plan Provisions

Safetran Systems Corporation *(continued)*

Maximum benefits

Annual benefits may not exceed the limits in IRC Section 415. This limit is indexed annually. For 2010, the limit is \$195,000

Schedule SB, Part V — Summary of Plan Provisions

Plan provision changes since prior valuation

Maximum compensation and maximum benefits were updated from 2010 to 2011.

FINANCIAL STATEMENTS

Invensys Pension Plan

Years Ended December 31, 2011 and 2010

Invensys Pension Plan

Financial Statements

Years Ended December 31, 2011 and 2010

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Report of Independent Auditors

The Administrative Committee and Participants Invensys Pension Plan

We were engaged to audit the financial statements of the Invensys Pension Plan as of December 31, 2011 and 2010, and for the years then ended, as listed in the table of contents. These financial statements are the responsibility of the Plan's management.

As permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974, the plan administrator instructed us not to perform, and we did not perform, any auditing procedures with respect to the investment information summarized in Note 3, which was certified by State Street Bank & Trust Company, the trustee of the Plan, except for comparing the information with the related information included in the financial statements. We have been informed by the plan administrator that the trustee holds the Plan's investment assets and executes investment transactions. The plan administrator has obtained a certification from the trustee as of and for the years ended December 31, 2011 and 2010, that the information provided to the plan administrator by the trustee is complete and accurate.

Because of the significance of the information that we did not audit, we are unable to, and do not, express an opinion on the accompanying financial statements taken as a whole. The form and content of the information included in the financial statements, other than that derived from the investment information certified by the trustee and custodians, have been audited by us in accordance with auditing standards generally accepted in the United States of America and, in our opinion, are presented in compliance with the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974.

Boivin & Associates, CPAs, PLLC

Boivin & Associates, CPAs, PLLC

Merrimack, New Hampshire

October 11, 2012

Invensys Pension Plan

Statements of Net Assets Available for Benefits

	December 31	
	2011	2010
Assets		
Investments in Invensys Inc. Master Retirement Trust	\$ 1,556,080,969	\$ 1,349,633,019
Employer contribution receivable	21,604,851	29,036,805
Net assets available for benefits	<u>\$ 1,577,685,820</u>	<u>\$ 1,378,669,824</u>

See accompanying notes.

Invensys Pension Plan

Statements of Changes in Net Assets Available for Benefits

	Years Ended December 31	
	2011	2010
Additions		
Employer contributions	\$ 38,316,666	\$ 29,036,805
Equity in net investment income of the Invensys Inc. Master Retirement Trust	257,926,478	194,024,293
Transfer from Retirement Plan for Bargaining Employees of Safetran Systems	—	13,765,928
Total additions	<u>296,243,144</u>	<u>236,827,026</u>
Deductions		
Benefits paid to participants	95,059,803	91,940,160
Administrative expenses	2,167,345	2,975,339
Total deductions	<u>97,227,148</u>	<u>94,915,499</u>
Net increase	199,015,996	141,911,527
Net assets available for benefits at beginning of year	1,378,669,824	1,236,758,297
Net assets available for benefits at end of year	<u>\$ 1,577,685,820</u>	<u>\$ 1,378,669,824</u>

See accompanying notes.

Invensys Pension Plan

Notes to Financial Statements

December 31, 2011

1. Plan Description

The Invensys Pension Plan (the Plan) is a noncontributory defined benefit plan which covers most nonunion employees of Invensys, Inc. (the Company), as defined in the Plan. The Company is the Plan Sponsor. All eligible employees become participants following completion of a one-year-of-service eligibility requirement.

The Plan provides that retirement benefits be paid to Plan members who have reached the age of 65. Such benefits are defined in the Plan and are based on compensation levels and years of credited service. The Plan also provides for early retirement, disability, and death benefits. Information concerning the Plan Agreement is available from the Human Resources Department.

Plan Amendments

Effective January 1, 2005, certain employers covered by the Plan do not allow new participants. In addition, certain other employers in the plan permit employees hired after January 1, 2005 to forego participation in the Plan in exchange for enhanced defined contribution plan benefits.

Effective October 31, 2009, the Plan was frozen to new participants on or after November 1, 2009, and participants no longer receive credit for benefit service or additional pay after October 31, 2009, except with respect to any employee included in a unit of employees covered by a collective bargaining agreement on October 31, 2009 if, within the meaning of Section 416(i)(4) of the Code, retirement benefits were the subject of good faith bargaining. Participants continue to earn vesting service after October 31, 2009 for as long as a participant continues to work for Invensys or an affiliated company. A participant is fully vested after five years of service or if they reach age 65 while employed.

Effective September 15, 2010, the Plan Sponsor agreed to merge the Retirement Plan for Bargaining Employees of Safetran Systems Corporation with and become a plan component of the Invensys Pension Plan, such merger to be effected in compliance with Section 414(l) of the Internal Revenue Code of 1986, as amended.

Funding Policy

The Plan is funded annually by the Company in an amount based on actuarial determinations. The contributions are at least equal to the minimum funding standards required by the Employee Retirement Income Security Act of 1974 (ERISA). The Plan has met the ERISA minimum funding requirements.

Invensys Pension Plan

Notes to Financial Statements (continued)

1. Plan Description (continued)

Funding Policy (continued)

Contributions made to the Plan by the employer are invested in the Invensys Inc. Master Retirement Trust (Master Trust). The Master Trust pools the Plan's assets with those of other related Company plans, and makes investments in various types of equity and fixed income securities. The trustee holds the funds to manage, invest, and reinvest in accordance with the provisions of the Master Trust agreement.

Plan Termination

Should the Plan terminate at some future time, its net assets will generally not be available on a pro rata basis to provide participants' benefits. Whether a particular participant's accumulated plan benefits will be paid depends on both the priority of those benefits and the level of benefits guaranteed by the Pension Benefit Guaranty Corporation (PBGC) at that time. Some benefits may be fully or partially provided for by the then-existing assets and the PBGC guarantee, while other benefits may not be provided for at all.

2. Significant Accounting Policies

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Valuation of Investments and Income Recognition

The Plan's participation in the Master Trust is stated at fair value (based primarily on the quoted market prices on the last business day of the plan year) of the securities owned by the Master Trust, as determined by the trustee, State Street Bank & Trust Company (State Street). Marketable securities are stated at fair value. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (an exit price). Securities traded on a national securities exchange are valued at the last reported sales price on the last business day of the plan year; investments traded in the over-the-counter market and listed securities for which no sale was reported on that date are valued at the average of the last reported bid and ask prices. The shares of registered investment companies are valued at quoted market prices which represent the net asset values of shares held in the Master Trust. The fair value of the participation units owned by the Plan in common collective trust funds are based on quoted redemption values on the last business day of the plan year. Certain U.S. government and sovereign obligations, most government agency securities, investment-grade corporate bonds, certain mortgage products, and municipal obligations are valued based on quoted market prices, dealer quotations or alternative pricing sources.

Invensys Pension Plan

Notes to Financial Statements (continued)

2. Significant Accounting Policies (continued)

Valuation of Investments and Income Recognition (continued)

Derivative investments (interest rate swaps) are marked-to-market using the derivative trading desk and are priced at the level which, in the desk's judgment, the counterparty would agree to terminate the transaction or at which another party would agree to assume the rights and obligations of the plan under the transaction. The derivatives trading desk verifies prices periodically with the counterparty and/or dealers active in the relevant market.

The fair value of the various limited partnership investments is estimated using various methods. Marketable securities in the partnerships are stated at the quoted market price on the last business day of the Plan year, while nonpublicly traded securities are valued at amounts determined by the general partner.

The table below summarizes the liquidity aspects of the investment in certain entities that calculate net asset value per shares at December 31, 2011.

Investment	Redemption Terms
Bridgewater-All Weather Portfolio Limited	Monthly upon written notice five days prior to the trade date
Mellon-EB U.S. Long Duration Alpha Plus Fund and EB DV Stock Index Fund	Semi-monthly on the 15 th and 30 th upon written notice two days prior to the trade date
Wellington Trust Company, N.A. CTF DAS Plus Beta – 20 Year Portfolio and 10 Year Portfolio	First day of each month upon written notification by the 22 nd day of the prior month

The Plan also invests in certain securities collateralized by residential and commercial mortgages and other assets that may be affected by, among other things, changes in: interest rates, the quality of the underlying assets or the market's assessment thereof, factors concerning interests in and structure of the issuer or the originator of the receivables, or the creditworthiness of the entities that provide credit enhancements.

Invensys Pension Plan

Notes to Financial Statements (continued)

2. Significant Accounting Policies (continued)

Valuation of Investments and Income Recognition (continued)

Plan investments are held in the Master Trust, which was established for the investment of assets of the Plan and other Company-sponsored retirement plans. Each participating retirement plan has an undivided interest in the Master Trust. Investment income and expenses are allocated to the Plan based upon its pro rata share in the net assets of the Master Trust.

The cost of investments sold is determined on the basis of average cost. The gain or loss on securities sold is the difference between average cost and market value at the date of disposal.

The valuation methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while plan management believes the valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Actuarial Present Value of Accumulated Plan Benefits

Accumulated plan benefits (Note 7) are those estimated future periodic payments, including lump-sum distributions that are attributable under the Plan's provisions to services rendered by the employees to the valuation date. Accumulated plan benefits include benefits expected to be paid to (a) retired or terminated employees or their beneficiaries and (b) present employees or their beneficiaries. Benefits for retired or terminated employees or their beneficiaries are described in the Plan Document. The accumulated plan benefits for active employees are based on their average compensation during the five years preceding the valuation date. Benefits payable under all circumstances—retirement, death, disability, and termination of employment—are included, to the extent they are deemed attributable to employee service rendered to the valuation date.

Administrative Expenses

Administrative expenses are paid by the Plan.

Invensys Pension Plan

Notes to Financial Statements (continued)

2. Significant Accounting Policies (continued)

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

New Accounting Pronouncements

In May 2011, the FASB issued Accounting Standards Update 2011-04, *Amendments to Achieve Common Fair Value Measurements and Disclosure Requirements in U.S. GAAP and IFRS*, (ASU 2011-04). ASU 2011-04 amended ASC 820 to converge the fair value measurement guidance in U.S. GAAP and International Financial Reporting Standards (IFRS). Some of the amendments clarify the application of existing fair value measurement requirements, while other amendments change a particular principle in ASC 820. In addition, ASU 2011-04 requires additional fair value disclosures. The amendments are to be applied prospectively and are effective for annual periods beginning after December 15, 2011. Plan management is currently evaluating the effect that the provisions of ASU 2011-04 will have on the Plan's financial statements.

Reclassifications

Certain 2010 financial statement amounts have been reclassified to conform to 2011 financial statement presentation.

3. Investments

Certain investment information disclosed in the accompanying financial statements, including investments held at December 31, 2011 and 2010, and equity in net investment income of the Master Trust, net appreciation (depreciation) in fair value of insurance contracts, dividends, interest, and investment management fees for the years then ended, was obtained or derived from information supplied to the plan administrator and certified as complete and accurate by the trustee.

Invensys Pension Plan

Notes to Financial Statements (continued)

4. Invensys Inc. Master Retirement Trust

The participation of the Plan is approximately 97% of the Master Trust as of December 31, 2011 and 2010, respectively. The Master Trust is comprised of the following:

	December 31	
	2011	2010
Investments, at fair value:		
Money market and interest-bearing cash	\$ 40,146,928	\$ 133,947,656
Common stocks	91,850,047	90,620,411
Common collective trust funds	490,514,913	391,335,346
Registered investment companies and iShares	357,814,068	362,546,267
Corporate obligations	105,146,553	82,159,299
Other fixed income investments	22,870,649	18,705,878
Government obligations	228,982,198	130,385,031
Open interest rate swap contracts and other	29,526,340	(20,376,472)
Limited liability company	232,032,193	197,119,894
New England Life group annuity contract	3,787,704	3,602,637
	<u>1,602,671,593</u>	<u>1,390,045,947</u>
Accrued investment income and pending security transactions	12,347,483	17,920,316
Net payables for pending security transactions and other, including broker owned collateral	(8,690,856)	(13,948,600)
Non-interest-bearing cash	61,515	2,761
	<u>3,718,142</u>	<u>3,974,477</u>
Net assets of the Master Trust	<u><u>\$ 1,606,389,735</u></u>	<u><u>\$ 1,394,020,424</u></u>

Invensys Pension Plan

Notes to Financial Statements (continued)

4. Invensys Inc. Master Retirement Trust (continued)

During the years ended December 31, 2011 and 2010, the investments of the Master Trust, including investments bought, sold, as well as held during the year, appreciated (depreciated) as follows:

	2011	2010
Government obligations	\$ 51,632,196	\$ 12,258,435
Corporate obligations	10,020,561	12,602,832
Other fixed income investments	3,564,310	242,593
Common stocks	(310,959)	18,097,462
Common collective trust funds	94,821,968	49,157,242
Registered investment companies and iShares	(20,581,950)	25,149,337
Open interest rate swap contracts and other	65,894,758	26,087,717
Limited liability company	35,635,076	29,739,920
	<u>240,675,960</u>	<u>173,335,538</u>
Interest, dividends and other income	34,085,249	36,681,727
Net appreciation in fair value of investments	<u>\$ 274,761,209</u>	<u>\$ 210,017,265</u>

Total administrative expenses for the Master Trust during the years ended December 31, 2011 and 2010 were \$8,418,823 and \$7,616,102, respectively.

The Master Trust participated in State Street's securities lending program in 2011 and 2010 by lending certain securities to borrowers to earn additional income, which is included in equity in net earnings of the Invensys Inc. Master Retirement Trust in the statements of changes in net assets. Loans of securities through State Street are collateralized by cash, letters of credit, or securities issued or guaranteed by the United States government or its agencies, equal to at least 102% of the current market value of the loaned securities. At December 31, 2011, the fair value of the loaned securities and collateral amounted to \$21,890,855 and \$22,572,683, respectively. At December 31, 2010, the fair value of the loaned securities and collateral amounted to \$16,742,714 and \$16,984,897, respectively.

Invensys Pension Plan

Notes to Financial Statements (continued)

5. Interest Rate Swaps

Derivative investments consist of fixed for floating interest rate long maturity swaps (average approximately 12 years). The Plan had twelve separate swap arrangements outstanding at December 31, 2011 with a total net gross notional amount of \$246,950,000. The Plan had twenty-two separate swap arrangements outstanding at December 31, 2010 with a total net gross notional amount of \$474,850,000.

The purpose of this strategy is to economically hedge the change in net funded status for a portion of the pension liability that can occur due to changes in interest rates. The marked to market value of the swaps, including accrued interest, in the over the counter market at December 31, 2011 is \$31,579,927 and \$(27,191,839) at December 31, 2010. In addition, \$214,022,285 and \$153,167,120 is maintained in a short-term investment fund, U.S. Treasury bills and other long-term investments at December 31, 2011 and 2010, respectively, for collateral needs related to the swap arrangements. At December 31, 2011 and 2010, approximately \$47,200,000 and \$30,000,000, respectively, of this amount was posted as collateral to dealers.

The following interest rate swap contracts were outstanding at December 31, 2011 and 2010.

Counterparty	December 31, 2011				
	Fixed Rate	Spot Rate	Maturity Date	Notional Amount	Unrealized Gain/(Loss)
Royal Bank Scotland	3.935%	2.604%	8/1/2041	\$ 9,500,000	\$ 2,898,259
Deutsche Bank	4.200	2.601	2/1/2041	41,400,000	15,211,869
Royal Bank Scotland	3.780	2.504	8/1/2031	35,000,000	8,017,021
JPMorgan	2.513	2.512	1/4/2032	2,600,000	(615)
Royal Bank Scotland	2.660	2.511	12/2/2031	(7,000,000)	(184,688)
Barclays	2.860	2.509	11/2/2031	3,250,000	201,153
Deutsche Bank	2.535	2.507	10/5/2031	(12,000,000)	(115,153)
Deutsche Bank	2.976	1.995	8/2/2021	45,000,000	4,752,704
JPMorgan	2.034	2.039	1/4/2022	4,700,000	(3,414)
Deutsche Bank	2.060	2.013	10/5/2021	5,500,000	45,274
Deutsche Bank	1.245	1.179	10/5/2016	108,000,000	550,626
JPMorgan	1.433	0.979	11/2/2015	11,000,000	206,891
				<u>\$ 246,950,000</u>	<u>\$ 31,579,927</u>

Invensys Pension Plan

Notes to Financial Statements (continued)

5. Interest Rate Swaps (continued)

December 31, 2010					
Counterparty	Fixed Rate	Spot Rate	Maturity Date	Notional Amount	Unrealized Gain/(Loss)
Barclays	3.275%	4.105%	4/2/2039	\$ 120,000,000	\$ (16,199,987)
Barclays	4.730	4.009	3/31/2038	38,000,000	4,682,586
JP Morgan	4.868	4.098	3/4/2038	(39,900,000)	(5,766,387)
Royal Bank Scotland	4.469	4.103	11/4/2038	(29,500,000)	(2,033,120)
Deutsche Bank	4.460	4.111	2/3/2040	7,900,000	660,911
JPMorgan	3.653	4.116	11/2/2040	12,000,000	(912,987)
Barclays	3.300	3.973	4/2/2029	39,700,000	(3,111,344)
Royal Bank Scotland	4.473	3.962	11/4/2028	(24,000,000)	(1,779,180)
Barclays	3.331	3.973	4/2/2029	41,500,000	(3,272,472)
Barclays	4.286	3.995	3/2/2030	(6,000,000)	(325,481)
Deutsche Bank	3.205	4.007	10/4/2030	1,500,000	(159,109)
Barclays	3.250	3.103	4/2/2019	96,000,000	2,196,026
Royal Bank Scotland	4.465	3.021	11/4/2018	(31,000,000)	(3,406,576)
Barclays	3.321	3.103	4/2/2019	30,000,000	710,526
Deutsche Bank	2.485	3.339	9/2/2020	3,900,000	(252,702)
Deutsche Bank	2.575	3.352	10/4/2020	(25,250,000)	1,543,731
JPMorgan	2.696	3.364	11/2/2020	21,000,000	(1,126,757)
Deutsche Bank	3.387	3.388	1/5/2021	10,000,000	(4,602)
Barclays	2.400	1.951	6/14/2015	87,000,000	1,760,200
Royal Bank Scotland	3.867	1.198	11/4/2013	(24,000,000)	(1,929,793)
Deutsche Bank	2.070	1.973	7/2/2015	135,000,000	1,863,855
JPMorgan	1.433	2.115	11/2/2015	11,000,000	(329,177)
				\$ 474,850,000	\$ (27,191,839)

6. Fair Value Measurements

ASC Topic 820, "Fair Value Measurements" (ASC Topic 820) defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs when measuring fair value.

Invensys Pension Plan

Notes to Financial Statements (continued)

6. Fair Value Measurements (continued)

The standard describes three levels of inputs that may be used to measure fair value:

- Level 1 Inputs are quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly;
- Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. There have been no changes in the valuation methodologies (Note 2) used at December 31, 2011 and 2010.

The following table sets forth by level within the fair value hierarchy the Plan's investment assets and liabilities, if any, as of December 31, 2011.

	Level 1	Level 2	Level 3
Money market and interest-bearing cash	\$ 12,999,438	\$ 27,147,490	\$
Common stocks	91,850,047		
Common collective trust funds:			
Fixed income investments		\$ 398,247,230	
Domestic equity investments		92,267,683	
		<u>\$ 490,514,913</u>	
Registered investment companies and iShares:			
Fixed income investments	\$ 207,034,381		
International investments	100,414,591		
Domestic equity investments	38,039,092		
Commodities	12,326,004		
	<u>\$ 357,814,068</u>		
New England Life group annuity contract			3,787,704
Corporate obligations		105,146,553	
Other fixed income investments		22,870,649	
Government obligations	228,982,198		
Open interest rate swap contracts and other		29,526,340	
Limited liability company			232,032,193

Invensys Pension Plan

Notes to Financial Statements (continued)

6. Fair Value Measurements (continued)

The table below sets forth a summary of changes in fair value of the Plan's level 3 investment assets for the year ended December 31, 2011.

	New England Life group annuity contract	Limited Liability Company
Balance, at beginning of year	\$ 3,602,637	\$ 197,119,894
Unrealized gain (loss)	—	34,912,299
Realized gain (loss)	—	—
Purchases	185,067	—
Sales	—	—
Balance, at end of year	<u>\$ 3,787,704</u>	<u>\$ 232,032,193</u>

The following table sets forth by level within the fair value hierarchy the Plan's investment assets and liabilities, if any, as of December 31, 2010.

	Level 1	Level 2	Level 3
Money market and interest-bearing cash	\$ 34,239,633	\$ 99,708,023	\$
Common stocks	90,620,411		
Common collective trust funds:			
Fixed income investments		\$ 301,005,821	
Domestic equity investments		90,329,525	
		<u>\$ 391,335,346</u>	
Registered investment companies and iShares:			
Fixed income investments	\$ 193,426,785		
International investments	107,256,227		
Domestic equity investments	51,433,926		
Commodities	10,429,329		
	<u>\$ 362,546,267</u>		
New England Life group annuity contract			3,602,637
Corporate obligations		82,159,299	
Other fixed income investments		18,705,878	
Government obligations	130,385,031		
Open interest rate swap contracts and other		(20,376,472)	
Limited liability company			197,119,894

Invensys Pension Plan

Notes to Financial Statements (continued)

6. Fair Value Measurements (continued)

The table below sets forth a summary of changes in fair value of the Plan's level 3 investment assets for the year ended December 31, 2010.

	New England Life group annuity contract	Limited Liability Company
Balance, at beginning of year	\$ 3,426,630	\$ 166,986,927
Unrealized gain (loss)	—	30,132,967
Realized gain (loss)	—	—
Purchases	176,007	—
Sales	—	—
Balance, at end of year	<u>\$ 3,602,637</u>	<u>\$ 197,119,894</u>

7. Accumulated Plan Benefits

An actuary from Mercer Human Resources Consulting, Inc. estimates the actuarial present value of accumulated plan benefits, which is the amount that results from applying actuarial assumptions to adjust the accumulated plan benefits earned by the participants to reflect the time value of money (through discounts for interest) and the probability of payment (by means of decrements such as for death, disability, withdrawal, or retirement) between the valuation date and the expected date of payment.

The accumulated plan benefit information as of December 31, 2010 and 2009 is as follows:

	2010	2009
Actuarial present value of accumulated plan benefits:		
Vested benefits:		
Active participants	\$ 135,088,062	\$ 140,904,340
Retired employees and beneficiaries currently receiving payments	804,961,341	791,953,782
Inactive participants with deferred benefits	333,146,550	342,621,195
	<u>1,273,195,953</u>	<u>1,275,479,317</u>
Nonvested benefits	2,901,727	2,442,644
	<u>\$ 1,276,097,680</u>	<u>\$ 1,277,921,961</u>

Invensys Pension Plan

Notes to Financial Statements (continued)

7. Accumulated Plan Benefits (continued)

The reconciliation of the actuarial present value of accumulated plan benefits from December 31, 2009 to December 31, 2010 is as follows:

Actuarial present value of accumulated plan benefits at December 31, 2009	\$ 1,277,921,961
Changes during the year:	
Decrease due to non-investment experience	(2,993,326)
Increase for interest due to decrease in the discount period	92,372,979
Actual benefits paid	(91,940,160)
Change in actuarial assumptions	(10,993,166)
Merger of Retirement Plan for Bargaining Employees of Safetran Systems	11,729,392
Net decrease	<u>(1,824,281)</u>
Actuarial present value of accumulated plan benefits at December 31, 2010	<u>\$ 1,276,097,680</u>

Significant assumptions underlying the actuarial computations are:

Interest	—7.5% in 2010 and 2009, compounded annually.
Retirement	—Age-related retirement rates from age 55 to age 70 for active employees, with terminated vested participants assumed to retire at age 65.
Mortality	—RP2000 Mortality Tables for Males and Females, without adjustment for collar, benefit amount, or employee/annuitant distinction, but projected by Scale AA to 2015 in 2010 and 2009.

The actuary updated assumed retirement rates and forms of payment to better reflect historical and expected future plan experience.

These actuarial assumptions are based on the presumption that the Plan will continue. Were the Plan to terminate, different actuarial assumptions and other factors might be applicable in determining the actuarial present value of accumulated plan benefits.

Invensys Pension Plan

Notes to Financial Statements (continued)

8. Risks and Uncertainties

The Plan invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term, and that such changes could materially affect the amounts reported in the statements of net assets available for benefits.

Plan contributions are made and the actuarial present value of accumulated plan benefits are reported based on certain assumptions pertaining to interest rates, inflation rates, and employee demographics, all of which are subject to change. Due to uncertainties inherent in the estimation and assumption processes, it is at least reasonably possible that changes in these estimates and assumptions in the near term could materially affect the amounts reported and disclosed in the financial statements.

9. Parties-In-Interest

Section 3(14) of ERISA defines a party-in-interest to include, among others, fiduciaries or employees of the Plan, any person who provides services to the Plan or an employer whose employees are covered by the Plan. Accordingly, the management of investments held by the trustee are considered party-in-interest transactions.

10. Income Tax Status

The Plan has received a determination letter from the Internal Revenue Service (IRS), dated July 6, 1999, stating that the Plan is qualified under Section 401(a) of the Internal Revenue Code (the Code) and, therefore, the related trust is exempt from taxation. Subsequent to this determination by the IRS, the Plan was amended and restated. Once qualified, the Plan is required to operate in conformity with the Code to maintain its qualification. The Plan Sponsor has indicated that it will take the necessary steps, if any, to bring the Plan's operations into compliance with the Code.

The Plan applied for a new determination letter on January 26, 2011.

Accounting standards require recording uncertain income tax positions that exist in the Plan's financial statements. Plan management has determined there are no uncertain tax positions and believes there is no adjustment or disclosure required in the Plan's financial statements.

Invensys Pension Plan

Notes to Financial Statements (continued)

11. Subsequent Events

The Company has evaluated all subsequent events through October 11, 2012, the date the financial statements were available to be issued.

The Plan was amended effective January 1, 2012 to provide for accelerated retirement payment windows. The first window began on February 15, 2012 through April 1, 2012 for participants whose benefits are principally governed by the Foxboro, Controls and the APV component of the Plan. There were approximately 5,400 ex-employees offered a single lump sum in lieu of future annuity payments. There were approximately 2,800 ex-employees that elected to participate in this accelerated payment window and a total of approximately \$97 million of lump sum payments were made by May 10, 2012.

The second window of approximately 6,600 participants whose benefits are principally governed by the BTR component and the Safetran component of the Plan will be from October 15, 2012 through December 1, 2012. Lump sum payments will be made prior to December 31, 2012.

During this period, there have been no other material events that would require recognition in the financial statements or disclosures to the financial statements.

**SCHEDULE SB
(Form 5500)**Department of the Treasury
Internal Revenue ServiceDepartment of Labor
Employee Benefits Security Administration
Pension Benefit Guaranty Corporation**Single-Employer Defined Benefit Plan
Actuarial Information**

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6059 of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500 or 5500-SF.**

OMB No. 1210-0110

2011**This Form is Open to Public
Inspection**

For calendar plan year 2011 or fiscal plan year beginning 01/01/2011 and ending 12/31/2011

▶ **Round off amounts to nearest dollar.**▶ **Caution:** A penalty of \$1,000 will be assessed for late filing of this report unless reasonable cause is established.

A Name of plan Invensys Pension Plan		B Three-digit plan number (PN) ▶ 003
C Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF Invensys Inc.		D Employer Identification Number (EIN) 04-3387605
E Type of plan: ☒ Single ☐ Multiple-A ☐ Multiple-B F Prior year plan size: ☐ 100 or fewer ☐ 101-500 ☒ More than 500		

Part I Basic Information

1 Enter the valuation date: Month <u>1</u> Day <u>1</u> Year <u>2011</u>			
2 Assets:			
a Market value		2a	1,377,400,756
b Actuarial value		2b	1,377,400,756
3 Funding target/participant count breakdown:			
		(1) Number of participants	(2) Funding Target
a For retired participants and beneficiaries receiving payment.....		3a	19,182
b For terminated vested participants		3b	16,234
c For active participants:			
(1) Non-vested benefits.....		3c(1)	2,164,780
(2) Vested benefits		3c(2)	168,105,587
(3) Total active.....		3c(3)	1,996
d Total.....		3d	37,412
4 If the plan is in at-risk status, check the box and complete lines (a) and (b) ☐			
a Funding target disregarding prescribed at-risk assumptions		4a	
b Funding target reflecting at-risk assumptions, but disregarding transition rule for plans that have been in at-risk status for fewer than five consecutive years and disregarding loading factor		4b	
5 Effective interest rate		5	6.24 %
6 Target normal cost		6	6,203,604

Statement by Enrolled Actuary

To the best of my knowledge, the information supplied in this schedule and accompanying schedules, statements and attachments, if any, is complete and accurate. Each prescribed assumption was applied in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer my best estimate of anticipated experience under the plan.

SIGN HERE	<u>Bernard H. Friedman</u> Signature of actuary	<u>October 4, 2012</u> Date
<u>BERNARD H. FRIEDMAN</u> Type or print name of actuary		<u>11-03237</u> Most recent enrollment number
<u>Mercer</u> Firm name		<u>(617) 747-9639</u> Telephone number (including area code)
<u>99 HIGH STREET</u> Address of the firm		
<u>BOSTON</u> Address of the firm		
<u>MA 02110</u> Address of the firm		

If the actuary has not fully reflected any regulation or ruling promulgated under the statute in completing this schedule, check the box and see instructions ☐

For Paperwork Reduction Act Notice and OMB Control Numbers, see the Instructions for Form 5500 or 5500-SF.

Schedule SB (Form 5500) 2011
v.012611

Part II Beginning of year carryover and prefunding balances

	(a) Carryover balance	(b) Prefunding balance
7 Balance at beginning of prior year after applicable adjustments (line 13 from prior year).....	0	0
8 Portion elected for use to offset prior year's funding requirement (line 35 from prior year)	0	0
9 Amount remaining (line 7 minus line 8).....	0	0
10 Interest on line 9 using prior year's actual return of _____ %.....		
11 Prior year's excess contributions to be added to prefunding balance:		
a Present value of excess contributions (line 38 from prior year)		0
b Interest on (a) using prior year's effective rate of <u>6.55</u> % except as otherwise provided (see instructions).....		0
c Total available at beginning of current plan year to add to prefunding balance.....		0
d Portion of (c) to be added to prefunding balance.....		0
12 Other reductions in balances due to elections or deemed elections.....	0	0
13 Balance at beginning of current year (line 9 + line 10 + line 11d - line 12).....	0	0

Part III Funding percentages

14 Funding target attainment percentage	14	93.39 %
15 Adjusted funding target attainment percentage	15	93.39 %
16 Prior year's funding percentage for purposes of determining whether carryover/prefunding balances may be used to reduce current year's funding requirement.....	16	86.73 %
17 If the current value of the assets of the plan is less than 70 percent of the funding target, enter such percentage.	17	%

Part IV Contributions and liquidity shortfalls

18 Contributions made to the plan for the plan year by employer(s) and employees:

(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees	(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees
04/15/2011	6,638,500		09/14/2012	3,655,124	
07/15/2011	6,638,500				
10/14/2011	3,434,815				
01/13/2012	5,570,605				
04/13/2012	6,189,561				
07/13/2012	6,189,561				
Totals *			18(b)	38,316,666	18(c) 0

19 Discounted employer contributions – see instructions for small plan with a valuation date after the beginning of the year:

a Contributions allocated toward unpaid minimum required contributions from prior years.	19a	0
b Contributions made to avoid restrictions adjusted to valuation date.....	19b	0
c Contributions allocated toward minimum required contribution for current year adjusted to valuation date.....	19c	36,127,918

20 Quarterly contributions and liquidity shortfalls:

a Did the plan have a "funding shortfall" for the prior year? ☒ Yes ☐ No

b If 20a is "Yes," were required quarterly installments for the current year made in a timely manner? ☒ Yes ☐ No

c If 20a is "Yes," see instructions and complete the following table as applicable:

Liquidity shortfall as of end of quarter of this plan year			
(1) 1st	(2) 2nd	(3) 3rd	(4) 4th
0	0	0	0

Part V Assumptions used to determine funding target and target normal cost**21** Discount rate:**a** Segment rates:1st segment:
3.78 %2nd segment:
6.31 %3rd segment:
6.57 %☐ N/A, full yield curve used**b** Applicable month (enter code).....**21b**

4

22 Weighted average retirement age**22**

64

23 Mortality table(s) (see instructions) ☐ Prescribed - combined☒ Prescribed - separate☐ Substitute**Part VI Miscellaneous items****24** Has a change been made in the non-prescribed actuarial assumptions for the current plan year? If "Yes," see instructions regarding required attachment..... ☒ Yes ☐ No**25** Has a method change been made for the current plan year? If "Yes," see instructions regarding required attachment..... ☒ Yes ☐ No**26** Is the plan required to provide a Schedule of Active Participants? If "Yes," see instructions regarding required attachment..... ☒ Yes ☐ No**27** If the plan is eligible for (and is using) alternative funding rules, enter applicable code and see instructions regarding attachment.....**27****Part VII Reconciliation of unpaid minimum required contributions for prior years****28** Unpaid minimum required contributions for all prior years**28**

0

29 Discounted employer contributions allocated toward unpaid minimum required contributions from prior years (line 19a).....**29**

0

30 Remaining amount of unpaid minimum required contributions (line 28 minus line 29).....**30**

0

Part VIII Minimum required contribution for current year**31** Target normal cost and excess assets (see instructions):**a** Target normal cost (line 6).....**31a**

6,203,604

b Excess assets, if applicable, but not greater than 31a**31b**

0

32 Amortization installments:

Outstanding Balance

Installment

a Net shortfall amortization installment.....

97,489,036

18,554,640

b Waiver amortization installment.....**33** If a waiver has been approved for this plan year, enter the date of the ruling letter granting the approval (Month _____ Day _____ Year _____) and the waived amount.....**33****34** Total funding requirement before reflecting carryover/prefunding balances (lines 31a - 31b + 32a + 32b - 33)...**34**

24,758,244

Carryover balance

Prefunding balance

Total balance

35 Balances elected for use to offset funding requirement

0

0

0

36 Additional cash requirement (line 34 minus line 35).....**36**

24,758,244

37 Contributions allocated toward minimum required contribution for current year adjusted to valuation date (line 19c).....**37**

36,127,918

38 Present value of excess contributions for current year (see instructions)**a** Total (excess, if any, of line 37 over line 36)**38a**

11,369,674

b Portion included in line 38a attributable to use of prefunding and funding standard carryover balances**38b**

0

39 Unpaid minimum required contribution for current year (excess, if any, of line 36 over line 37)**39**

0

40 Unpaid minimum required contributions for all years.....**40**

0

Part IX Pension funding relief under Pension Relief Act of 2010 (see instructions)**41** If a shortfall amortization base is being amortized pursuant to an alternative amortization schedule:**a** Schedule elected☐ 2 plus 7 years☐ 15 years**b** Eligible plan year(s) for which the election in line 41a was made☐ 2008☐ 2009☐ 2010☐ 2011**42** Amount of acceleration adjustment**42****43** Excess installment acceleration amount to be carried over to future plan years**43**