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 6057(b) and 6058(a) of the Internal Revenue Code (the Code).

▶ **Complete all entries in accordance with the instructions to the Form 5500.**

OMB Nos. 1210-0110
1210-0089

2017

This Form is Open to Public Inspection

Part I Annual Report Identification Information

For calendar plan year 2017 or fiscal plan year beginning 01/01/2017 and ending 12/31/2017

A This return/report is for:
- [ ] a multiemployer plan
- [ ] a multiple-employer plan (Filers checking this box must attach a list of participating employer information in accordance with the form instructions.)
- [X] 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. . . . . ▶ [X]

D Check box if filing under:
- [X] Form 5558
- [ ] automatic extension
- [ ] the DFVC program
- [ ] special extension (enter description)

Part II Basic Plan Information—enter all requested information

1a Name of plan
RIO TINTO ALCAN PENSION PLAN (U.S.)

1b Three-digit plan number (PN) ▶ 001

1c Effective date of plan 07/01/1964

2a Plan sponsor's name (employer, if for a single-employer plan)
Mailing address (include room, apt., suite no. and street, or P.O. Box)
City or town, state or province, country, and ZIP or foreign postal code (if foreign, see instructions)
ALCAN CORPORATION C/O RIO TINTO AMERICA

4700 DAYBREAK PARKWAY
SOUTH JORDAN, UT 84009

2b Employer Identification Number (EIN) 41-2098316

2c Plan Sponsor's telephone number 801-204-2000

2d Business code (see instructions) 331310

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.	09/26/2018	JESSICA CROW
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE			
	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

3a Plan administrator's name and address ☐ Same as Plan Sponsor

RIO TINTO AMERICA INC. BENEFITS GOVERNANCE COMMITTEE

4700 DAYBREAK PARKWAY
SOUTH JORDAN, UT 84009

3b Administrator's EIN: 11-3359689

3c Administrator's telephone number: 801-204-2000

4 If the name and/or EIN of the plan sponsor or the plan name has changed since the last return/report filed for this plan, enter the plan sponsor's name, EIN, the plan name and the plan number from the last return/report:
a Sponsor's name
c Plan Name

4b EIN

4d PN

5 Total number of participants at the beginning of the plan year	**5**	12370
6 Number of participants as of the end of the plan year unless otherwise stated (welfare plans complete only lines **6a(1), 6a(2), 6b, 6c,** and **6d**).		
a(1) Total number of active participants at the beginning of the plan year	**6a(1)**	40
a(2) Total number of active participants at the end of the plan year	**6a(2)**	38
b Retired or separated participants receiving benefits	**6b**	3243
c Other retired or separated participants entitled to future benefits	**6c**	3697
d Subtotal. Add lines **6a(2)**, **6b**, and **6c**	**6d**	6978
e Deceased participants whose beneficiaries are receiving or are entitled to receive benefits.	**6e**	578
f Total. Add lines **6d** and **6e**.	**6f**	7556
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 who terminated employment during the plan year with accrued benefits that were less than 100% vested	**6h**	0
7 Enter the total number of employers obligated to contribute to the plan (only multiemployer plans complete this item)	**7**	

8a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristics Codes in the instructions:

1A 1I 3H

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

9a Plan funding arrangement (check all that apply)

(1)	☐	Insurance
(2)	☐	Code section 412(e)(3) insurance contracts
(3)	☒	Trust
(4)	☐	General assets of the sponsor

9b Plan benefit arrangement (check all that apply)

(1)	☒	Insurance
(2)	☐	Code section 412(e)(3) insurance contracts
(3)	☒	Trust
(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)	☒	1	**A** (Insurance Information)
(4)	☒		**C** (Service Provider Information)
(5)	☒		**D** (DFE/Participating Plan Information)
(6)	☐		**G** (Financial Transaction Schedules)

Part III Form M-1 Compliance Information (to be completed by welfare benefit plans)

11a If the plan provides welfare benefits, was the plan subject to the Form M-1 filing requirements during the plan year? (See instructions and 29 CFR 2520.101-2.) ..... ☐ Yes ☐ No

If "Yes" is checked, complete lines 11b and 11c.

11b Is the plan currently in compliance with the Form M-1 filing requirements? (See instructions and 29 CFR 2520.101-2.) ..... ☐ Yes ☐ No

11c Enter the Receipt Confirmation Code for the 2017 Form M-1 annual report. If the plan was not required to file the 2017 Form M-1 annual report, enter the Receipt Confirmation Code for the most recent Form M-1 that was required to be filed under the Form M-1 filing requirements. (Failure to enter a valid Receipt Confirmation Code will subject the Form 5500 filing to rejection as incomplete.)

Receipt Confirmation Code_____

SCHEDULE A (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Insurance 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.**

▶ Insurance companies are required to provide the information pursuant to ERISA section 103(a)(2).

OMB No. 1210-0110

2017

This Form is Open to Public Inspection

For calendar plan year 2017 or fiscal plan year beginning 01/01/2017 and ending 12/31/2017

A Name of plan
RIO TINTO ALCAN PENSION PLAN (U.S.)

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
ALCAN CORPORATION C/O RIO TINTO AMERICA

D Employer Identification Number (EIN)
41-2098316

Part I Information Concerning Insurance Contract Coverage, Fees, and Commissions

Provide information for each contract on a separate Schedule A. Individual contracts grouped as a unit in Parts II and III can be reported on a single Schedule A.

1 Coverage Information:

(a) Name of insurance carrier
MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

(b) EIN	**(c)** NAIC code	**(d)** Contract or identification number	**(e)** Approximate number of persons covered at end of policy or contract year	Policy or contract year	
				(f) From	**(g)** To
04-1590850	65935	TFO 45177	4712	01/01/2017	12/31/2017

2 Insurance fee and commission information. Enter the total fees and total commissions paid. List in line 3 the agents, brokers, and other persons in descending order of the amount paid.

(a) Total amount of commissions paid	**(b)** Total amount of fees paid

3 Persons receiving commissions and fees. (Complete as many entries as needed to report all persons).

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		
	(c) Amount	**(d)** Purpose	**(e)** Organization code

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		
	(c) Amount	**(d)** Purpose	**(e)** Organization code

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		**(e)** Organization code
	(c) Amount	**(d)** Purpose	

Part II Investment and Annuity Contract Information

Where individual contracts are provided, the entire group of such individual contracts with each carrier may be treated as a unit for purposes of this report.

4	Current value of plan's interest under this contract in the general account at year end	4	
5	Current value of plan's interest under this contract in separate accounts at year end	5	

6 Contracts With Allocated Funds:

a State the basis of premium rates ▶ NOT PROVIDED

b	Premiums paid to carrier	6b	175360359
c	Premiums due but unpaid at the end of the year	6c	623932
d	If the carrier, service, or other organization incurred any specific costs in connection with the acquisition or retention of the contract or policy, enter amount. Specify nature of costs ▶	6d	

e Type of contract: (1) ☐ individual policies (2) ☐ group deferred annuity (3) ☒ other (specify) ▶ SINGLE PREMIUM GROUP ANNUITY

f If contract purchased, in whole or in part, to distribute benefits from a terminating plan, check here ▶ ☐

7 Contracts With Unallocated Funds (Do not include portions of these contracts maintained in separate accounts)

a Type of contract: (1) ☐ deposit administration (2) ☐ immediate participation guarantee (3) ☐ guaranteed investment (4) ☐ other ▶

b	Balance at the end of the previous year			7b	
c	Additions: (1) Contributions deposited during the year	7c(1)			
	(2) Dividends and credits	7c(2)			
	(3) Interest credited during the year	7c(3)			
	(4) Transferred from separate account	7c(4)			
	(5) Other (specify below) ▶	7c(5)			
	(6) Total additions			7c(6)	
d	Total of balance and additions (add lines **7b** and **7c(6)**)			7d	
e	Deductions:				
	(1) Disbursed from fund to pay benefits or purchase annuities during year	7e(1)			
	(2) Administration charge made by carrier	7e(2)			
	(3) Transferred to separate account	7e(3)			
	(4) Other (specify below) ▶	7e(4)			
	(5) Total deductions			7e(5)	
f	Balance at the end of the current year (subtract line **7e(5)** from line **7d**)			7f	0

Part III Welfare Benefit Contract Information

If more than one contract covers the same group of employees of the same employer(s) or members of the same employee organizations(s), the information may be combined for reporting purposes if such contracts are experience-rated as a unit. Where contracts cover individual employees, the entire group of such individual contracts with each carrier may be treated as a unit for purposes of this report.

8 Benefit and contract type (check all applicable boxes)

a ☐ Health (other than dental or vision) **b** ☐ Dental **c** ☐ Vision **d** ☐ Life insurance
e ☐ Temporary disability (accident and sickness) **f** ☐ Long-term disability **g** ☐ Supplemental unemployment **h** ☐ Prescription drug
i ☐ Stop loss (large deductible) **j** ☐ HMO contract **k** ☐ PPO contract **l** ☐ Indemnity contract
m ☐ Other (specify) ▶

9 Experience-rated contracts:				
a Premiums: (1) Amount received	**9a(1)**			
(2) Increase (decrease) in amount due but unpaid	**9a(2)**			
(3) Increase (decrease) in unearned premium reserve	**9a(3)**			
(4) Earned (**(1)** + **(2)** - **(3)**)			**9a(4)**	
b Benefit charges (1) Claims paid	**9b(1)**			
(2) Increase (decrease) in claim reserves	**9b(2)**			
(3) Incurred claims (add **(1)** and **(2)**)			**9b(3)**	
(4) Claims charged			**9b(4)**	
c Remainder of premium: (1) Retention charges (on an accrual basis) --				
(A) Commissions	**9c(1)(A)**			
(B) Administrative service or other fees	**9c(1)(B)**			
(C) Other specific acquisition costs	**9c(1)(C)**			
(D) Other expenses	**9c(1)(D)**			
(E) Taxes	**9c(1)(E)**			
(F) Charges for risks or other contingencies	**9c(1)(F)**			
(G) Other retention charges	**9c(1)(G)**			
(H) Total retention			**9c(1)(H)**	
(2) Dividends or retroactive rate refunds. (These amounts were ☐ paid in cash, or ☐ credited.)			**9c(2)**	
d Status of policyholder reserves at end of year: (1) Amount held to provide benefits after retirement			**9d(1)**	
(2) Claim reserves			**9d(2)**	
(3) Other reserves			**9d(3)**	
e Dividends or retroactive rate refunds due. (Do not include amount entered in line **9c(2)**.)			**9e**	
10 Nonexperience-rated contracts:				
a Total premiums or subscription charges paid to carrier			**10a**	
b If the carrier, service, or other organization incurred any specific costs in connection with the acquisition or retention of the contract or policy, other than reported in Part I, line 2 above, report amount.			**10b**	

Specify nature of costs.

Part IV Provision of Information

11 Did the insurance company fail to provide any information necessary to complete Schedule A? ☐ Yes ☒ No

12 If the answer to line 11 is "Yes," specify the information not provided. ▶

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

2017

This Form is Open to Public Inspection

For calendar plan year 2017 or fiscal plan year beginning 01/01/2017 and ending 12/31/2017

▶ **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
RIO TINTO ALCAN PENSION PLAN (U.S.)

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF
ALCAN CORPORATION C/O RIO TINTO AMERICA

D Employer Identification Number (EIN)
41-2098316

E Type of plan: [X] Single [ ] Multiple-A [ ] Multiple-B

F Prior year plan size: [ ] 100 or fewer [ ] 101-500 [X] More than 500

Part I Basic Information

1 Enter the valuation date: Month 01 Day 01 Year 2017

2 Assets:

a Market value	**2a**	921322653
b Actuarial value	**2b**	934348837

3 Funding target/participant count breakdown

	(1) Number of participants	(2) Vested Funding Target	(3) Total Funding Target
a For retired participants and beneficiaries receiving payment	8308	644723138	644723138
b For terminated vested participants	4022	139173291	139173291
c For active participants	40	4612308	4763174
d Total	12370	788508737	788659603

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**	5.78 %
6 Target normal cost	**6**	2061293

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

Signature of actuary — Date: 08/30/2018

JOSEPH ENGSTROM — Type or print name of actuary

17-07612 — Most recent enrollment number

AON CONSULTING, INC. — Firm name

615-771-8152 — Telephone number (including area code)

501 CORPORATE CENTRE DRIVE
SUITE 300
FRANKLIN, TN 37067

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 [ ]

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)		69380851
8	Portion elected for use to offset prior year's funding requirement (line 35 from prior year)		
9	Amount remaining (line 7 minus line 8)		69380851
10	Interest on line 9 using prior year's actual return of 8.28 %		5744734
11	Prior year's excess contributions to be added to prefunding balance:		
	a Present value of excess contributions (line 38a from prior year)		64106410
	b(1) Interest on the excess, if any, of line 38a over line 38b from prior year Schedule SB, using prior year's effective interest rate of 5.98%		3833563
	b(2) Interest on line 38b from prior year Schedule SB, using prior year's actual return		
	c Total available at beginning of current plan year to add to prefunding balance		67939973
	d Portion of (c) to be added to prefunding balance		67939973
12	Other reductions in balances due to elections or deemed elections		
13	Balance at beginning of current year (line 9 + line 10 + line 11d – line 12)		143065558

Part III Funding Percentages

14	Funding target attainment percentage	14	100.33%
15	Adjusted funding target attainment percentage	15	118.47%
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	104.40%
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
			Totals ► 18(b)		18(c)

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	
	b Contributions made to avoid restrictions adjusted to valuation date	19b	
	c Contributions allocated toward minimum required contribution for current year adjusted to valuation date	19c	

20 Quarterly contributions and liquidity shortfalls:

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

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

c If line 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

Part V Assumptions Used to Determine Funding Target and Target Normal Cost

21 Discount rate:

	1st segment:	2nd segment:	3rd segment:	
a Segment rates:	4.16%	5.72%	6.48%	☐ N/A, full yield curve used

b Applicable month (enter code)	**21b**	4
22 Weighted average retirement age	**22**	62

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 subject to 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**	
29 Discounted employer contributions allocated toward unpaid minimum required contributions from prior years (line 19a)	**29**	
30 Remaining amount of unpaid minimum required contributions (line 28 minus line 29)	**30**	

Part VIII Minimum Required Contribution For Current Year

31 Target normal cost and excess assets (see instructions):

a Target normal cost (line 6)	**31a**	2061293
b Excess assets, if applicable, but not greater than line 31a	**31b**	2061293

32 Amortization installments:	Outstanding Balance	Installment
a Net shortfall amortization installment		
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**	

	Carryover balance	Prefunding balance	Total balance
35 Balances elected for use to offset funding requirement			

36 Additional cash requirement (line 34 minus line 35)	**36**	
37 Contributions allocated toward minimum required contribution for current year adjusted to valuation date (line 19c)	**37**	
38 Present value of excess contributions for current year (see instructions)		
a Total (excess, if any, of line 37 over line 36)	**38a**	0
b Portion included in line 38a attributable to use of prefunding and funding standard carryover balances	**38b**	
39 Unpaid minimum required contribution for current year (excess, if any, of line 36 over line 37)	**39**	
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 an election was made to use PRA 2010 funding relief for this plan:

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 C (Form 5500)	Service Provider Information	OMB No. 1210-0110
Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	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.**	**2017** **This Form is Open to Public Inspection.**

For calendar plan year 2017 or fiscal plan year beginning 01/01/2017 and ending 12/31/2017

A Name of plan
RIO TINTO ALCAN PENSION PLAN (U.S.)

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
ALCAN CORPORATION C/O RIO TINTO AMERICA

D Employer Identification Number (EIN)
41-2098316

Part I Service Provider Information (see instructions)

You must complete this Part, in accordance with the instructions, to report the information required for **each person** who received, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of monetary value) in connection with services rendered to the plan or the person's position with the plan during the plan year. If a person received **only** eligible indirect compensation for which the plan received the required disclosures, you are required to answer line 1 but are not required to include that person when completing the remainder of this Part.

1 Information on Persons Receiving Only Eligible Indirect Compensation

a Check "Yes" or "No" to indicate whether you are excluding a person from the remainder of this Part because they received only eligible indirect compensation for which the plan received the required disclosures (see instructions for definitions and conditions).. . . . . ☐ Yes ☒ No

b If you answered line 1a "Yes," enter the name and EIN or address of each person providing the required disclosures for the service providers who received only eligible indirect compensation. Complete as many entries as needed (see instructions).

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

2. Information on Other Service Providers Receiving Direct or Indirect Compensation. Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

BUCK CONSULTANTS

1801 CENTURY PARK E 500
LOS ANGELES, CA 90067

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
13	NONE	423375	Yes ☐ No ☒	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

AON HEWITT

100 HALF DAY ROAD
LINCOLNSHIRE, IL 60069

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
11	NONE	390802	Yes ☐ No ☒	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

ANTON COLLINS MITCHELL LLP

303 E. 17TH AVE 600
DENVER, CO 80203

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
10	NONE	26000	Yes ☐ No ☒	Yes ☐ No ☐		Yes ☐ No ☐

2. Information on Other Service Providers Receiving Direct or Indirect Compensation. Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

STATE STREET TRUST CO

30 ADELAIDE STREET EAST
TORONTO, ONTARIO M5C 3G6 CA

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
13	NONE	221181	Yes [ ] No [X]	Yes [ ] No [ ]		Yes [ ] No [ ]

(a) Enter name and EIN or address (see instructions)

CONDUENT HR CONSULTING, LLC

81-2983623

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
13	NONE	199489	Yes [ ] No [X]	Yes [ ] No [ ]		Yes [ ] No [ ]

(a) Enter name and EIN or address (see instructions)

ALVAREZ & MARSAL HOLDINGS, LLC

56-2409465

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
16	NONE	17321	Yes [ ] No [X]	Yes [ ] No [ ]		Yes [ ] No [ ]

2. Information on Other Service Providers Receiving Direct or Indirect Compensation. Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

COMPENSATION & BENEFIT SOLUTIONS

46-1884510

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
16	NONE	10968	Yes [ ] No [X]	Yes [ ] No [ ]		Yes [ ] No [ ]

(a) Enter name and EIN or address (see instructions)

HOLLAND & HART

84-0382505

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
29	NONE	14832	Yes [ ] No [X]	Yes [ ] No [ ]		Yes [ ] No [ ]

(a) Enter name and EIN or address (see instructions)

PAVILION ADVISORY GROUP

227 W. MONROE ST STE 2020
CHICAGO, IL 60606

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
27	NONE	23857	Yes [ ] No [X]	Yes [ ] No [ ]		Yes [ ] No [ ]

Part I Service Provider Information (continued)

3. If you reported on line 2 receipt of indirect compensation, other than eligible indirect compensation, by a service provider, and the service provider is a fiduciary or provides contract administrator, consulting, custodial, investment advisory, investment management, broker, or recordkeeping services, answer the following questions for (a) each source from whom the service provider received $1,000 or more in indirect compensation and (b) each source for whom the service provider gave you a formula used to determine the indirect compensation instead of an amount or estimated amount of the indirect compensation. Complete as many entries as needed to report the required information for each source.

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

Part II Service Providers Who Fail or Refuse to Provide Information

4 Provide, to the extent possible, the following information for each service provider who failed or refused to provide the information necessary to complete this Schedule.

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

Part III Termination Information on Accountants and Enrolled Actuaries (see instructions)

(complete as many entries as needed)

a Name:	**b** EIN:
c Position:	
d Address:	**e** Telephone:

Explanation:

a Name:	**b** EIN:
c Position:	
d Address:	**e** Telephone:

Explanation:

a Name:	**b** EIN:
c Position:	
d Address:	**e** Telephone:

Explanation:

a Name:	**b** EIN:
c Position:	
d Address:	**e** Telephone:

Explanation:

a Name:	**b** EIN:
c Position:	
d Address:	**e** Telephone:

Explanation:

SCHEDULE D (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

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

2017

This Form is Open to Public Inspection.

For calendar plan year 2017 or fiscal plan year beginning 01/01/2017 and ending 12/31/2017

A Name of plan
RIO TINTO ALCAN PENSION PLAN (U.S.)

B Three-digit plan number (PN) ▶ 001

C Plan or DFE sponsor's name as shown on line 2a of Form 5500
ALCAN CORPORATION C/O RIO TINTO AMERICA

D Employer Identification Number (EIN)
41-2098316

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: RIO TINTO AMERICA MASTER RET. TRUST

b Name of sponsor of entity listed in (a): RIO TINTO AMERICA INC.

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)
31-1464406-001	M	817847453

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 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 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 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 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)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

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

2017

This Form is Open to Public Inspection

For calendar plan year 2017 or fiscal plan year beginning 01/01/2017 and ending 12/31/2017

A Name of plan
RIO TINTO ALCAN PENSION PLAN (U.S.)

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
ALCAN CORPORATION C/O RIO TINTO AMERICA

D Employer Identification Number (EIN)
41-2098316

Part I Asset and Liability Statement

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) Beginning of Year	(b) End of Year
a Total noninterest-bearing cash	1a		
b Receivables (less allowance for doubtful accounts):			
(1) Employer contributions	1b(1)	69000000	
(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)	853528116	817847453
(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)		

			(a) Beginning of Year	(b) End of Year
1d	Employer-related investments:			
	(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	922528116	817847453
	Liabilities			
g	Benefit claims payable	1g		
h	Operating payables	1h		
i	Acquisition indebtedness	1i		
j	Other liabilities	1j	145436	736943
k	Total liabilities (add all amounts in lines 1g through1j)	1k	145436	736943
	Net Assets			
l	Net assets (subtract line 1k from line 1f)	1l	922382680	817110510

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)		
	(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)		
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)		
	(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)		
	(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)		
	(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)		

		(a) Amount	(b) Total
(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)		139419430
(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		139419430
Expenses			
e Benefit payment and payments to provide benefits:			
(1) Directly to participants or beneficiaries, including direct rollovers	2e(1)	66053735	
(2) To insurance carriers for the provision of benefits	2e(2)	175984291	
(3) Other	2e(3)		
(4) Total benefit payments. Add lines **2e(1)** through **(3)**	2e(4)		242038026
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)	457208	
(2) Contract administrator fees	2i(2)	847737	
(3) Investment advisory and management fees	2i(3)		
(4) Other	2i(4)	1348629	
(5) Total administrative expenses. Add lines **2i(1)** through **(4)**	2i(5)		2653574
j Total expenses. Add all **expense** amounts in column (b) and enter total	2j		244691600
Net Income and Reconciliation			
k Net income (loss). Subtract line **2j** from line **2d**	2k		-105272170
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)** [X] Disclaimer **(4)** [ ] Adverse

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

c Enter the name and EIN of the accountant (or accounting firm) below:

(1) Name: ANTON COLLINS MITCHELL LLP **(2)** EIN: 01-0724563

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 lines 4a, 4e, 4f, 4g, 4h, 4k, 4m, 4n, or 5. 103-12 IEs also do not complete lines 4j and 4l. MTIAs also do not complete line 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.)	4a		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.)	4b		X	

			Yes	No	Amount
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.)	4c		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.)	4d		X	
e	Was this plan covered by a fidelity bond?	4e	X		20000000
f	Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty?	4f		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?	4g		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?	4h		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.)	4i		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.)	4j		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?	4k		X	
l	Has the plan failed to provide any benefit when due under the plan?	4l		X	
m	If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.)	4m		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? ☐ Yes ☒ No
If "Yes," enter the amount of any plan assets that reverted to the employer this year _____.

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)

5c If the plan is a defined benefit plan, is it covered under the PBGC insurance program (See ERISA section 4021.)? ..... ☒ Yes ☐ No ☐ Not determined
If "Yes" is checked, enter the My PAA confirmation number from the PBGC premium filing for this plan year 4080507. (See instructions.)

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 sections 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

2017

This Form is Open to Public Inspection.

For calendar plan year 2017 or fiscal plan year beginning 01/01/2017 and ending 12/31/2017

A Name of plan
RIO TINTO ALCAN PENSION PLAN (U.S.)

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
ALCAN CORPORATION C/O RIO TINTO AMERICA

D Employer Identification Number (EIN)
41-2098316

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): 04-3581074

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** 50

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 lines 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 lines 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 lines 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 lines 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 lines 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 lines 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 lines 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 line 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 lines (a) through (c)

a Enter the percentage of plan assets held as:
Stock: 20.2 % Investment-Grade Debt: 59.5 % High-Yield Debt: 2.1 % Real Estate: 8.8 % Other: 9.4 %

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 line 19(b)?
☐ Effective duration ☐ Macaulay duration ☒ Modified duration ☐ Other (specify):

Rio Tinto Alcan Pension Plan (U.S.)

Financial Report
December 31, 2017

Rio Tinto Alcan Pension Plan (U.S.)

Contents

Independent Auditor's Report	1-2
Financial Statements	
Statements of net assets available for benefits	3
Statements of changes in net assets available for benefits	4
Notes to financial statements	5-22

ACM
Anton Collins Mitchell LLP
Accountants & Consultants

Independent Auditor's Report

To the Rio Tinto America Inc. Benefits Governance Committee of
Rio Tinto Alcan Pension Plan (U.S.)
South Jordan, Utah

Report on the Financial Statements

We were engaged to audit the accompanying financial statements of Rio Tinto Alcan Pension Plan (U.S.) (the "Plan"), which comprise the statements of net assets available for benefits as of December 31, 2017 and 2016, and the related statements of changes in net assets available for benefits for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on conducting the audits in accordance with auditing standards generally accepted in the United States of America. Because of the matter described in the *Basis for Disclaimer of Opinion* paragraph, however, we were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion.

Basis for Disclaimer of Opinion

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 information summarized in Note 4, which was certified by State Street Bank and Trust Company, the trustee, except for comparing such 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 certifications from the trustee as of and for the years ended December 31, 2017 and 2016, that the information provided to the plan administrator by the trustee is complete and accurate.

303 East 17th Avenue, Suite 600
Denver, Colorado 80203
303.830.1120 · Fax 303.830.8130 · www.acmllp.com

ACM
Anton Collins Mitchell LLP
Accountants & Consultants

Disclaimer of Opinion

Because of the significance of the matter described in the *Basis for Disclaimer of Opinion* paragraph, we have not been able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion on the financial statements. Accordingly, we do not express an opinion on these financial statements.

Emphasis of Matter – Group Annuity Purchase

As discussed in Note 1 to the financial statements, the governing body of the Plan approved a group annuity purchase for certain individuals, which occurred during the year ended December 31, 2017. Our opinion is not modified with respect to this matter.

Report on Form and Content in Compliance With DOL Rules and Regulations

The form and content of the information included in the financial statements, other than that derived from the information certified by the trustee, have been audited by us in accordance with auditing standards generally accepted in the United States of America and, in our opinion, is 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.

Anton Collins Mitchell LLP

Denver, Colorado
September 20, 2018

Rio Tinto Alcan Pension Plan (U.S.)

Statements of Net Assets Available for Benefits
December 31, 2017 and 2016

	2017	2016
Investments, at fair value (Notes 4, 5 and 6):		
Plan interest in the Rio Tinto America Master Retirement Trust	**$ 817,847,453**	$ 853,528,116
Employer contributions receivable	-	69,000,000
Total assets	**817,847,453**	922,528,116
Accrued expenses	**(113,011)**	(145,436)
Annuity purchase payable (Note 1)	**(623,932)**	-
Total liabilities	**(736,943)**	(145,436)
Net assets available for benefits	**$ 817,110,510**	$ 922,382,680

See Independent Auditor's Report and Notes to Financial Statements.

Rio Tinto Alcan Pension Plan (U.S.)

Statements of Changes in Net Assets Available for Benefits
Years Ended December 31, 2017 and 2016

	2017	2016
Additions:		
Investment results (Notes 4 and 5):		
Plan interest in Rio Tinto America Master Retirement Trust investment income	**$ 139,419,430**	$ 64,982,545
Employer contributions	**-**	69,000,000
Total additions	**139,419,430**	133,982,545
Deductions:		
Benefits paid to participants and beneficiaries	**(66,053,735)**	(68,846,153)
Administrative expenses	**(2,653,574)**	(4,239,786)
Total deductions	**(68,707,309)**	(73,085,939)
Net increase, prior to annuity purchase	**70,712,121**	60,896,606
Annuity purchase (Note 1)	**(175,984,291)**	-
Net assets available for benefits:		
Beginning of the year	**922,382,680**	861,486,074
End of the year	**$ 817,110,510**	$ 922,382,680

See Independent Auditor's Report and Notes to Financial Statements.

Note 1. Description of the Plan

The following description of Rio Tinto Alcan Pension Plan (U.S.) ("RTAPP" or the "Plan") provides only general information. Participants should refer to the Plan document for a more complete description of the RTAPP's provisions.

General: The Plan was established by Alcan Corporation (the "Company"). Effective December 31, 2013, the Alcan Combined Pension Plan (the "Combined Plan") was merged into the Alcancorp Pension Plan (the "Alcancorp Plan"). As a result of this merger, the Plan was restated in its entirety, effective January 1, 2014, and the name of the Plan was changed to the Rio Tinto Alcan Pension Plan (U.S.). The RTAPP is a noncontributory defined benefit plan that includes certain groups of full-time employees, as defined in the Plan document, provided they are no longer accruing benefits as participants of another retirement benefit plan maintained jointly or individually by the Company and/or a related company and/or a collective bargaining unit, unless such plan is specifically exempted by the Board of Directors. The Company is a subsidiary of Rio Tinto America Holdings, Inc., which is an indirect, wholly-owned subsidiary of Rio Tinto plc (the "Parent"). The RTAPP is intended to be a qualified retirement plan under the Internal Revenue Code ("IRC") and is subject to the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended. The Company has appointed State Street Corporation to be the third party administrator of the plan. The Plan is administered by the Rio Tinto America Inc. Benefits Governance Committee (the "Plan Administrator").

The Plan participates in the Rio Tinto America Master Retirement Trust ("Master Trust"), which was created to hold the qualified defined benefit investment assets of the Plan and other plans sponsored by the Parent and its affiliates. The Company has appointed State Street Bank and Trust Company ("Trustee"), to be the trustee of the Master Trust and to invest and manage assets of the related plans.

Alcancorp Plan: Effective December 31, 2011, participation in the Alcancorp Plan became closed to individuals who are hired or rehired as, or become an employee of a participating company on or after January 1, 2012. Effective June 30, 2013, the Alcancorp Plan was amended to freeze all participation and cease all benefit accruals.

Combined Plan: Effective December 31, 2011, participation in the Combined Plan was closed to individuals who were hired or rehired as, or became an employee of a participating company on or after January 1, 2012. Effective December 31, 2011, benefit accruals under the Combined Plan were frozen, and compensation for determining participants' accrued benefits did not include compensation paid after December 31, 2011.

The Plan was amended and restated in its entirety effective January 1, 2017. No significant changes were made to the Plan at this time.

2017 Annuity Buy Out: Effective October 31, 2017, the Plan entered into, and was amended to reflect, a group annuity contract purchase ("2017 Annuity Buy Out") with Massachusetts Mutual Life Insurance Company ("MassMutual"), under which the entire benefit rights of 4,712 annuitized individuals (with a monthly benefit payment under $700) are fully guaranteed by MassMutual, legally enforceable by the annuitized individuals against MassMutual, and guaranteed by MassMutual by way of an irrevocable commitment to pay benefit liabilities to the annuitized individuals. A reconciliation of the final premium due to MassMutual related to this contract was performed in May 2018, which resulted in an additional premium due of $623,932 (recorded as a Plan payable at December 31,2017), for an adjusted premium of $175,984,291. Funds under this contract have been allocated and applied to purchase these annuities and are excluded from the Plan's interest in the Master Trust as of December 31, 2017. See Note 3 for estimated reduction in the accumulated benefit obligation related to the 2017 Annuity Buy Out.

Note 1. Description of the Plan (Continued)

Pension Benefits – Historical Alcancorp Plan: Participants are entitled to annual pension benefits at normal retirement age (65 with five years of service). Benefit accruals are frozen for all participants effective as of June 30, 2013 although participants continue to accrue vesting service. Pension benefits are based on Highest Average Earnings ("HAE"), which is the highest pay average of three consecutive calendar years. HAE does not include earnings for calendar year 2011 or subsequent years, and covered compensation and unused months will be calculated as of December 31, 2011. Prior to the freeze, the normal retirement benefit was calculated by summing (a) 45 percent of the HAE, (b) 15 percent of HAE in excess of Social Security covered compensation for participants with at least 35 years of benefit service and (c) 0.25 percent of HAE multiplied by the number of unused months as defined in the Plan document.

Benefits were prorated for service less than 35 years. The benefit computation is subject to minimum and maximum limits. Effective January 1, 2012, salaried employees at the Sebree, Kentucky location of the Company and salaried employees of Ingot Sales, Specialty Aluminas and Management Services in Cleveland, Ohio, transitioned to the following benefit formula: (a) the sum of (i) 1 percent of final average earnings (as defined in the Plan) up to the Breakpoint, plus (ii) 1⅔ percent of such final average earnings in excess of the Breakpoint, multiplied by (b) months and years of benefit service after December 31, 2011.

Breakpoint is the Internal Revenue Service ("IRS") Covered Compensation Table, which is defined as the average of the Social Security tax bases in effect in each year that would be used to calculate the primary Social Security benefit for a participant retiring at his Social Security retirement age. For participants that retire early, a reduced retirement benefit may be received.

The Plan permits early retirement when the sum of the participant's age plus the participant's years of service equals 75 or more, or if the participant reaches age 55 with five years of service. The early retirement benefit is the product of the normal retirement benefit multiplied by a factor based on the number of years the participant's early retirement precedes the normal retirement date.

The Plan also provides for disability, termination and pre-retirement spouse benefits for participants meeting certain age and length of service requirements. There is also a provision for a postretirement spouse benefit that generally does not require a reduction in the participant's benefit.

Pension Benefits – Historical Combined Plan: Participants were entitled to annual pension benefits at normal retirement (age 65). Benefit accruals are frozen for all participants effective December 31, 2011. Generally, the benefit formula provides an annual normal retirement benefit equal to 1.5 percent of the Average Annual Compensation multiplied by years of benefit service (a benefit based on a career average formula).

The Plan generally permits early retirement if the participant reaches age 60 with five years of service. The early retirement benefit is the product of the normal retirement benefit multiplied by a factor based on age and early commencement.

The Plan also provides for disability, termination and pre-retirement spousal benefits for participants meeting certain age and length of service requirements.

Note 1. Description of the Plan (Continued)

Termination of the Plan: Although it has not expressed any intention to do so, the Company has the right under the Plan to discontinue its contributions at any time and to terminate the Plan subject to the provisions set forth in ERISA.

In the event the Plan terminates, the net assets of the Plan will be allocated, as prescribed by ERISA and its related regulations, generally to provide the following benefits in the order indicated:

a. Annuity benefits which former participants or their beneficiaries have been receiving for at least three years, or employees eligible to retire for that three-year period would have been receiving if they had retired with benefits in the normal form of annuity under the Plan. The priority amount is limited to the lowest benefit which was payable (or would have been payable) during those three years. The amount is further limited to the lowest benefit which would be payable under the Plan provisions in effect at any time during the five years preceding Plan termination.

b. Other vested benefits insured by the Pension Benefit Guaranty Corporation ("PBGC") (a U.S. government agency) up to the applicable limitations (discussed below).

c. All other vested benefits (vested benefits not insured by the PBGC).

d. All non-vested benefits.

Certain benefits under the Plan are insured by the PBGC if the Plan terminates. Generally, the PBGC guarantees most vested normal age retirement benefits, early retirement benefits, and certain disability and survivors' pensions. However, the PBGC does not guarantee all types of benefits under the Plan, and the amount of benefit protection is subject to certain limitations. Vested benefits under the Plan are guaranteed at the level in effect on the date of the Plan's termination.

Whether all participants receive their benefits should the Plan terminate at some future time will depend on the sufficiency, at that time, of the Plan's net assets to provide for accumulated benefit obligations and may also depend on the financial condition of the Company and the level of benefits guaranteed by the PBGC.

Note 2. Summary of Significant Accounting Policies

Basis of accounting: The accompanying financial statements are prepared on the accrual basis of accounting.

Use of estimates: The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions which affect the reported amounts of assets, liabilities and changes therein, disclosure of contingent assets and liabilities, and the actuarial present value of accumulated plan benefits at the date of the financial statements. Actual results could differ from the estimates.

Plan contributions are made and the actuarial present value of accumulated plan benefits is reported based on certain assumptions pertaining to interest rates, inflation rates, and employee compensation and demographics, all of which are subject to change. Due to the uncertainties inherent in the estimations and assumptions process, it is at least reasonably possible that changes in these estimates and assumptions in the near-term could be material to the financial statements.

Note 2. Summary of Significant Accounting Policies (Continued)

Risks and uncertainties: The Master Trust invests in various investment securities. Investment securities are exposed to various risks, such as interest rate, market, currency exchange rate, and credit risks. Due to the level of risk associated with certain investment securities, it is reasonably possible that changes in the values of investment securities will occur in the near-term and such changes could materially affect the amounts reported in the 2017 statement of net assets available for benefits.

The Master Trust invests in securities with contractual cash flows, such as credit default swaps, interest rate swaps and options. The value, liquidity and related income of these securities are sensitive to changes in economic conditions, delinquencies and/or defaults, and may be adversely affected by a shift in the market's perception of the issuers and changes in interest rates.

Investment valuation and income recognition: Investments are reported at fair value. Fair value is the price which would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Rio Tinto America Inc. Pension Investment Committee ("Investment Committee") determines the Plan's valuation policies, utilizing information provided by the investment advisors and Trustee. See Note 6 for a discussion of fair value measurements.

Interest income is recorded on the accrual basis, and dividends are recorded on the ex-dividend date. Purchases and sales of investments are recorded on a trade-date basis. Net appreciation (depreciation) includes the Plan's gains and losses on investments bought and sold as well as held during the year.

Valuation of investment in Master Trust: The Master Trust is a multiple-plan trust, ownership of which is divided among the plans based on allocated units of participation. Each participation unit has a value equal to the total fair value of the Master Trust's net assets divided by the total participation units outstanding.

The Plan has an undivided interest in the Master Trust's underlying investments. The Plan's interest in the Master Trust is stated at fair value. The Plan's interest in the Master Trust is based on the beginning-of-year value of the Plan's interest in the Master Trust, plus actual contributions and allocated investment income (loss), less actual distributions and actual and allocated investment-related expenses. The net investment income (loss) and investment-related expenses attributable to the Master Trust, which are not plan-specific, are allocated by the Trustee to the Plan based on the Plan's pro rata share of each of the underlying assets of the Master Trust on a monthly basis. The Plan presents in the statements of changes in net assets available for benefits its interest in the net investment income or loss of the Master Trust, which consists of the realized gains or losses, unrealized appreciation or depreciation, interest, dividends of the Master Trust's investments, and allocated expenses.

Funding policy: The Company contributes to the Plan at such times and in such amounts as considered necessary so contributions are sufficient to provide benefits as actuarially calculated under the terms of the Plan. The Company's current funding policy is to meet the minimum funding standards prescribed by law.

Contributions to the Plan are designed to fund at least the minimum required contributions as specified by ERISA and determined under IRC section 430(a). The minimum contribution is determined as of the beginning of the plan year, and all contributions are discounted at the effective interest rate from the date funded to the beginning of the plan year. The Company may elect to use all or a portion of any funding standard carryover balance or prefunding balance to offset the minimum required contribution for a plan year depending on the Plan's funded status.

Note 2. Summary of Significant Accounting Policies (Continued)

The Plan is "not-at-risk" for 2017, thus allowing the use of a more favorable interest rate corridor in determining the minimum required contribution. Adjustment to the statutory interest rates specified under IRC section 430 were first introduced by the Moving Ahead for Progress in the 21st Century Act ("MAP-21") and subsequently modified by the Highway and Transportation Funding Act of 2014 ("HATFA").

The Plan has currently met all minimum funding requirements. Under the law, there were no minimum required contributions for the 2017 or 2016 plan years. The total cash contributions were $0 and $69,000,000 for the 2017 and 2016 plan years, respectively.

Benefit restrictions under IRC section 436 depend on the Plan's Adjusted Funding Target Attainment Percentage ("AFTAP"). For 2017, the Plan's AFTAP was 118.47 percent. As this exceeds 90 percent and the plan sponsor is not in bankruptcy there are no restrictions on amendments increasing benefits, accelerated payments, or future accruals.

Payment of benefits: Benefits are recorded when paid.

Administrative expenses: The Company pays a portion of the costs and expenses incurred in administering the Plan, with the Plan paying the remaining costs and expenses. The Company provides accounting and other services for the Plan at no cost to the Plan. Expenses paid directly by the Company are excluded from these financial statements, unless reimbursed by the Plan.

Tax status: The IRS has determined and informed the Company by a letter dated March 13, 2018, the Plan and the Master Trust are designed in accordance with applicable sections of the IRC. The Plan document has been amended since receiving the determination letter. However, the Plan Administrator believes the Plan is designed and is currently being operated in compliance with applicable requirements of the IRC and therefore believes that the Plan and the Master Trust are tax-exempt.

The Plan Administrator has evaluated the Plan's tax positions and concluded that the Plan had taken no uncertain tax positions which would require adjustment to the financial statements or disclosures. Therefore, no provision or liability for income taxes has been included in the financial statements. The Plan is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax years in progress.

Subsequent events: The Plan Administrator has evaluated subsequent events and transactions through September 20, 2018, the date which the financial statements were available to be issued. No events, other than those noted below, require recognition or disclosure.

The Plan was amended, effective April 1, 2018, to revise Exhibit A of Part I of the Plan to clarify the definition of actuarial equivalence with respect to the legacy plans.

Effective August 1, 2018, the Plan entered into, and was amended to reflect, a second group annuity contract purchase ("2018 Annuity Buy Out") with MassMutual, under which the entire benefit rights of certain annuitized individuals, the exact number to be determined, will be fully guaranteed by MassMutual, legally enforceable by the annuitized individuals against MassMutual, and guaranteed by MassMutual by way of an irrevocable commitment to pay benefit liabilities to the annuitized individuals. The initial premium payment of $281,925,348 related to the 2018 Annuity Buy Out was made on August 6, 2018.

Note 3. Actuarial Present Value of Accumulated Plan Benefits

Accumulated plan benefits are those future periodic payments, including lump-sum distributions, attributable under the Plan's provisions to the service employees have rendered. Accumulated plan benefits include benefits expected to be paid to (a) retired or terminated employees with vested rights or their beneficiaries, (b) beneficiaries of employees who have died, and (c) present employees or their beneficiaries. In calculating the accumulated benefits, only service and salary prior to the valuation date are considered. 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 prior to the valuation date.

The actuarial present value of accumulated plan benefits was calculated by consulting actuaries and is the amount that results from applying actuarial assumptions to adjust the accumulated plan benefits 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 future payment dates.

The actuarial valuation was done by using the beginning-of-the-year method. Therefore, the accumulated plan benefits as of December 31, 2016, are presented from information provided by the actuary as of January 1, 2017. There has been no significant change in the Plan's provisions or coverage from December 31, 2016, to January 1, 2017.

The more significant assumptions underlying the actuarial computations as of December 31, 2016, are as follows:

Investment return	5.90% per annum
Mortality table used	RP2014 (2006 base rates) white collar table with generational mortality projected by Scale MP2017 for Salaried participants. RP2014 (2006 base rates) white collar table with generational mortality projected by Scale MP2017 for Hourly participants.
Retirement rate and average retirement age	Terminated vested participants: 62 for Castplate, otherwise 63; 100% at December 31, 2013, for active PPPI participants; rates increasing from 5% to 100% between ages 55 and 70 for actives and 55-65 for terminated vested.
Withdrawal rates	Rates for pre-retirement ages that vary by age and employee group.

The foregoing actuarial assumptions are based on the presumption 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.

Note 3. Actuarial Present Value of Accumulated Plan Benefits (Continued)

The actuarial present value of accumulated plan benefits as of December 31, 2016, is summarized as follows:

Actuarial present value of accumulated plan benefits:	
Vested benefits:	
Participants currently receiving benefits	$ 667,776,931
Other participants	153,592,092
	821,369,023
Nonvested benefits	182,936
Total actuarial present value of accumulated plan benefits, at December 31, 2016	$ 821,551,959

Below is a summary of significant changes in the actuarial present value of accumulated plan benefits for the year ended December 31, 2016:

Actuarial present value of accumulated plan benefits, at beginning of year	$ 753,868,264
Increase (decrease) during the year attributable to:	
Benefits paid	(68,846,153)
Interest accumulation	48,240,216
Change in actuarial assumptions*	82,109,765
Benefits accumulated and experience gains and losses	6,179,867
Net change	67,683,695
Actuarial present value of accumulated plan benefits, at end of year	$ 821,551,959

*The most significant changes in actuarial assumptions were a change in the Investment Return from 6.70 percent to 5.90 percent; for Salaried participants, a change in the mortality assumption from the RP2014 mortality table with generational mortality projected by Scale MP2015 weighted by 115% for males and 115% for females to the RP2014 (2006 base rates) white collar table with generational mortality projected by Scale MP2017; and for Hourly participants, a change in the mortality assumption from the RP2014 mortality table with generational mortality projected by Scale MP2015 weighted by 130% for males and 150% for females to the RP2014 (2006 base rates) white collar table with generational mortality projected by Scale MP2017.

The actuarial present value of accumulated plan benefits at December 31, 2017 will be reduced by approximately $153,600,000 for the participants included in the 2017 Annuity Buy Out (discussed in Note 1).

Note 4. Information Certified or Provided by the Trustee

The following is a summary of the Plan's asset information as of December 31, 2017 and 2016, and for the years then ended, included throughout the Plan's financial statements, which were prepared by or derived from information provided by the Trustee and furnished to the Plan Administrator. The Plan Administrator has obtained certifications from the Trustee that the information provided to the Plan Administrator by the Trustee related to the following assets is correct and complete to the best of their knowledge and belief.

Note 4. Information Certified or Provided by the Trustee (Continued)

Accordingly, as permitted by 29 CFR 2520.103-8 of the Department of Labor's ("DOL") Rules and Regulations for Reporting and Disclosure under ERISA, the Plan Administrator instructed the Plan's independent auditors not to perform any auditing procedures with respect to information which appears throughout the financial statements related to the following assets:

	December 31	
	2017	2016
Investments:		
Plan's interest in Rio Tinto America Master Retirement Trust	$ 814,610,446	$ 850,490,839

The Trustee also certified to the best of their knowledge and belief the correctness and completeness of investment results of the Plan's interest in the Master Trust for the years ended December 31, 2017 and 2016, as follows:

	Years Ended	
	2017	2016
Investment results:		
Plan interest in Rio Tinto America Master Retirement Trust investment income	$ 139,219,700	$ 64,438,636

The Plan's interest in and the investment results of the Master Trust as presented above do not reflect certain adjustments for an increase in the value of partnerships/joint ventures/real estate investments, and certain accrued Master Trust expenses.

Note 5. Interest in Master Trust

The Plan participates in the Master Trust as permitted by the Plan document and Master Trust agreement. The Plan has an undivided interest of 48.6 percent and 52.1 percent in the net assets of the Master Trust as of December 31, 2017 and 2016, respectively.

The Master Trust financial information disclosed below and in Note 6 represents 100 percent of the Master Trust net assets and the related changes in net assets in which the Plan has an undivided interest as of and for the years ended December 31, 2017 and 2016.

Note 5. Interest in Master Trust (Continued)

Master Trust: The net assets of the Master Trust as of December 31, 2017 and 2016, are as follows:

	Unaudited			
	December 31, 2017		December 31, 2016	
	Master Trust	Plan	Master Trust	Plan
Assets:				
Cash	$ 361,966	$ 175,915	$ 1,816,315	$ 946,300
Investments, fair value:				
Fixed Income Investments:				
Commingled funds	153,975,610	74,832,146	69,102,968	36,002,646
Corporate bonds	644,064,824	313,015,504	447,806,602	233,307,240
Foreign government securities	94,219,742	45,790,795	78,411,122	40,852,195
U.S. government securities	165,872,304	80,613,939	111,698,760	58,195,054
Mortgage backed securities	-	-	523,243	272,610
Derivatives	2,097,477	1,019,375	656,506	342,040
Common/Collective Trusts	254,589,382	123,730,439	469,197,221	244,451,752
Common stocks	82,724,953	40,204,327	152,369,444	79,384,480
Partnerships/Joint Ventures	206,326,759	100,274,804	211,071,393	109,968,196
Real estate commingled fund	71,827,526	34,908,178	69,811,744	36,371,919
Interest-bearing cash and cash equivalents	46,370,308	22,535,970	59,108,969	30,795,773
Loans secured by Mortgages	8,458,425	4,110,795	18,970,431	9,883,595
Preferred Stock	98,856	48,044	297,505	155,000
Cash Collateral	5,969,000	2,900,934	6,430,000	3,350,030
Total Investments, fair value	1,736,595,166	843,985,250	1,695,455,908	883,332,530
Receivables:				
Interest Receivable	9,658,720	4,694,138	7,619,769	3,969,900
Due from broker	7,742,967	3,763,082	21,982,706	11,452,990
Dividends Receivable	40,198	19,536	94,951	49,469
Other Receivables / (Payables)	1,295,403	(122,768)	1,374,325	436,720
Total Receivables	18,737,288	8,353,988	31,071,751	15,909,079
Total assets	1,755,694,420	852,515,153	1,728,343,974	900,187,909
Liabilities:				
Due to broker	(69,889,408)	(33,966,252)	(88,081,873)	(45,890,656)
Accrued investment-related expenses	(1,398,024)	(679,439)	(1,367,215)	(712,319)
Other payables	(45,286)	(22,009)	(109,055)	(56,818)
Total Liabilities	(71,332,718)	(34,667,700)	(89,558,143)	(46,659,793)
Net assets	$1,684,361,702	$ 817,847,453	$1,638,785,831	$ 853,528,116

Note 5. Interest in Master Trust (Continued)

The changes in the net assets and investment results of the Master Trust for the years ended December 31, 2017 and 2016, are summarized as follows:

	Unaudited			
	December 31, 2017		December 31, 2016	
Investment results:	Master Trust	Plan	Master Trust	Plan
Net appreciation	$ 220,336,897	$ 112,890,201	$ 89,386,927	$ 45,400,122
Interest	37,652,218	19,248,170	29,848,629	15,367,274
Dividends	10,981,838	5,478,592	12,106,710	6,256,608
Currency gain/loss and other	8,159,307	4,163,038	346,763	178,284
	277,130,260	141,780,001	131,689,029	67,202,288
Investment-related expenses	(4,708,415)	(2,360,571)	(4,292,466)	(2,219,743)
Net investment results	272,421,845	139,419,430	127,396,563	64,982,545
Net purchases (redemptions)	22,743,274	260,266	(32,608,768)	(3,119,620)
Annuity buy out transfers out*	(249,589,248)	(175,360,359)	-	-
Net change in net assets	45,575,871	(35,680,663)	94,787,795	61,862,925
Net assets:				
Beginning of year	1,638,785,831	853,528,116	1,543,998,036	791,665,191
End of year	$1,684,361,702	$ 817,847,453	$1,638,785,831	$ 853,528,116

*Related to the Rio Tinto America Retirement Plan and the Rio Tinto Alcan Pension Plan (U.S.) only

Note 6. Fair Value Measurements

Accounting guidance provides the framework for measuring fair value. That framework provides a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.

Level 2: Inputs to the valuation methodology include quoted market prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in inactive markets; inputs other than quoted prices that are observable for the asset or liability; and inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Note 6. Fair Value Measurements (Continued)

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets within the Master Trust measured at fair value. There have been no significant changes in the methodologies used at December 31, 2017 and 2016.

Fixed-income securities: Fixed-income securities consist of U.S. and foreign government securities, mortgage backed securities, options, corporate bonds and other obligations. These securities are valued based on pricing matrices or models from pricing vendors used by the Trustee. Commingled funds are valued based on the net asset value ("NAV") of units held at year-end as provided by the fund administrator.

Common collective trusts: The common collective trusts are valued based on the NAV of units held at year-end as provided by the fund administrator. Generally, under ordinary market conditions, all common collective trust positions provide daily market liquidity to the Master Trust. Certain Master Trust-directed withdrawals may be subject to market value adjustments calculated in accordance with the provisions of the investment contracts.

Common and preferred stocks: Common and preferred stocks are valued based on the last sales price on the primary exchange.

Partnerships/joint ventures/real estate: Partnerships/joint ventures/real estate are valued based on the estimated fair value of the participation owned by the Master Trust as determined by the general partner or investment manager of the respective partnership. The NAV of the partnerships/joint ventures/real estate is based on the fair value of the underlying investments. The valuation inputs are derived primarily from audited financial statements and other financial data. Partnerships/joint ventures/real estate include 15 private equity funds which are comprised of limited partnerships that invest in private equity, both domestically and internationally. Certain of these investments are considered illiquid and are meant to be held for the life of the funds but, if necessary, sales can be arranged through the secondary market. Distributions are received through the liquidation of the underlying assets of the funds. It is estimated that the underlying assets will be liquidated over the next several years, but no later than 13 years. Unfunded commitments of the Master Trust as of December 31, 2017 and 2016 approximate $84 million and $67 million, respectively, for these 15 funds.

Note 6. Fair Value Measurements (Continued)

Interest-bearing cash and cash equivalents: Interest-bearing cash is valued at cost plus accrued income, which approximates fair value measured by similar assets in active markets.

Loans secured by mortgages: Loans secured by mortgages are valued on the basis of their principal and interest payments discounted at prevailing interest rates for similar investments.

Derivatives and cash collateral: Credit default swaps, interest rate swaps, and other derivatives are valued based on pricing matrices or models from pricing vendors used by the Trustee. See Note 8 for additional disclosures.

The following tables set forth by level within the fair value hierarchy the Master Trust's fair value measurements as of December 31, 2017 and 2016:

	Assets at Fair Value as of December 31, 2017			
	Level 1	Level 2	Level 3	Total
Common stocks	$ 82,724,953	$ -	$ -	$ 82,724,953
Partnerships/joint ventures	-	-	206,326,759	206,326,759
Real estate commingled fund	-	-	71,827,526	71,827,526
Interest-bearing cash and cash equivalents	-	46,370,308	-	46,370,308
Fixed-income investments:				
Corporate bonds	-	644,064,824	-	644,064,824
Foreign government securities	-	94,219,742	-	94,219,742
Derivatives	-	2,097,477	-	2,097,477
U.S. government securities	-	165,872,304	-	165,872,304
Loans secured by mortgages	-	8,458,425	-	8,458,425
Preferred stocks	-	98,856	-	98,856
Cash collateral	-	5,969,000	-	5,969,000
Total assets in the fair value hierarchy	$ 82,724,953	$ 967,150,936	$ 278,154,285	$ 1,328,030,174

Investments measured at NAV as a practical expedient (a):	
Fixed-income investments: Commingled funds	$ 153,975,610
Common collective trusts	254,589,382
Total investments measured at NAV as a practical expedient	408,564,992
Investments at fair value	$ 1,736,595,166

Note 6. Fair Value Measurements (Continued)

	Assets at Fair Value as of December 31, 2016			
	Level 1	Level 2	Level 3	Total
Common stocks	$ 152,369,444	$ -	$ -	$ 152,369,444
Partnerships/joint ventures	-	-	211,071,393	211,071,393
Real estate commingled fund	-	-	69,811,744	69,811,744
Interest-bearing cash and cash equivalents	-	59,108,969	-	59,108,969
Fixed-income investments:				
Corporate bonds	-	447,806,602	-	447,806,602
Foreign government securities	-	78,411,122	-	78,411,122
Mortgage backed securities	-	523,243	-	523,243
Derivatives	-	656,506	-	656,506
U.S. government securities	-	111,698,760	-	111,698,760
Loans secured by mortgages	-	18,970,431	-	18,970,431
Preferred stocks	-	297,505	-	297,505
Cash collateral	-	6,430,000	-	6,430,000
Total assets in the fair value hierarchy	$ 152,369,444	$ 723,903,138	$ 280,883,137	$ 1,157,155,719

Investments measured at NAV as a practical expedient (a):	
Fixed-income investments: Commingled funds	$ 69,102,968
Common collective trusts	469,197,221
Total investments measured at NAV as a practical expedient	538,300,189
Investments at fair value	$ 1,695,455,908

(a) In accordance with Subtopic 820-10, certain investments that are measured at fair value using the net asset value per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the statements of net assets available for benefits.

The following table sets forth a summary of changes in the fair value of the Master Trust's Level 3 assets for the years ended December 31, 2017 and 2016:

	Level 3 Assets Partnerships/Joint Ventures/Real Estate	
	2017	2016
Balance, beginning of year	$ 280,883,137	$ 246,438,354
Realized gains	3,403,017	8,912,617
Unrealized gains relating to instruments still held at reporting date	7,951,552	14,105,372
Sales	(162,681,074)	(326,837,757)
Purchases	148,597,653	338,264,551
Balance, end of year	$ 278,154,285	$ 280,883,137

Note 6. Fair Value Measurements (Continued)

The 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 the Master Trust believes its 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.

The availability of observable market data is monitored to assess the appropriate classification of financial instruments within the fair value hierarchy. Changes in economic conditions or valuation techniques may require the transfer of investments from one fair value level to another. In such instances, the transfer is reported at the beginning of the reporting period. The Master Trust evaluates the significance of transfers between levels based upon the nature of the financial instrument and size of the transfer relative to total net assets. For the years ended December 31, 2017 and 2016, there were no transfers in or out of Levels 1, 2 or 3.

The Master Trust follows guidance on how entities should estimate fair value of certain alternative investments. The fair value of investments within the scope of the guidance can be determined using NAV per share as a practical expedient, when fair value is not readily determinable, unless it is probable the investment will be sold at something other than NAV.

The following tables include categories of investments within the Master Trust that measure NAV per share (or its equivalent) as of December 31, 2017 and 2016:

	2017			
	Fair Value	Unfunded Commitment	Redemption Frequency	Redemption Notice Period
Asset category:				
Fixed-income investments:				
Commingled funds (c)	$ 153,975,610	$ -	Immediate	None
Common collective trusts:				
Domestic (a)	83,795,471	-	Immediate	2 days
International (b)	170,793,911	-	Varies	1-10 days

	2016			
	Fair Value	Unfunded Commitment	Redemption Frequency	Redemption Notice Period
Asset category:				
Fixed-income investments:				
Commingled funds (c)	$ 69,102,968	$ -	Immediate	None
Common collective trusts:				
Domestic (a)	154,237,823	-	Immediate	2 days
International (b)	314,959,398	-	Varies	1-10 days

Note 6. Fair Value Measurements (Continued)

(a) Domestic - The objective of the funds is to seek capital appreciation by investing in U.S. publicly listed companies.

(b) International - The objective of the funds is to seek capital appreciation by investing in international publicly listed companies.

(c) Commingled funds - The objective of these investments is to seek current income and total return by investing in a diversified portfolio of fixed-income investments of varying maturities (mainly long credit).

Note 7. Related Party and Party-in-Interest Transactions

The Master Trust invests in the following investments managed by the Trustee or affiliated companies that qualify as party-in-interest transactions:

	December 31	
	2017	2016
State Street Global Advisors Russell 1000 Index Fund	$ 83,795,471	$ 154,237,823
State Street Bank & Trust Co. Short Term Investment Fund	46,370,308	59,108,969
AXA Secondary Fund V	4,343,406	11,824,910
AXA Capital Europe	4,586,400	5,519,128
AXA Capital America LP	3,703,779	4,519,114
AXA Early Secondary Fund V	7,915,342	7,282,027
AXA Private Equity Fund II	103,525	322,612
State Street Corp Preferred Stock	98,856	297,505

Fees paid by the Master Trust and the Plan for investment-related, administrative and custodial expenses to the Trustee and affiliated companies amounted to approximately $632,000 and $621,000 for the years ended December 31, 2017 and 2016, respectively. Fees paid by the Master Trust or Plan for investment management services were included as a reduction of the return earned on each investment. Certain other administrative functions are performed by officers or employees of the Parent and affiliates, for which no compensation is received from the Plan.

These transactions are not, however, considered prohibited transactions under Section 408(b) of the ERISA regulations.

Note 8. Derivative Financial Instruments

As of December 31, 2017 and 2016, a fixed-income manager of the Master Trust utilizes derivative financial instruments, including but not limited to, credit default swaps, interest rate swaps, and options. This manager uses these financial instruments to manage exposure to interest rate and credit risks and to achieve the overall desired duration under the Master Trust’s fixed-income mandate.

Note 8. Derivative Financial Instruments (Continued)

Credit default swap agreements involve one party (referred to as the buyer of protection) making a stream of payments to another party (the seller of protection) in exchange for the right to receive a specified return in the event of a default or other credit event for the referenced entity, obligation or index. As a seller of protection on credit default swap agreements, the Master Trust will generally receive from the buyer of protection a fixed rate of income throughout the term of the swap, provided there is no credit event.

If a credit event occurs, as defined under the terms of that particular swap agreement, the Master Trust will either (i) pay to the buyer of protection an amount equal to the notional amount of the swap and take delivery of the referenced obligation, other deliverable obligation or underlying securities comprising the referenced index or (ii) pay a net settlement in the form of cash or securities equal to the notional amount of the swap less the recovery value of the referenced obligation or underlying securities comprising the referenced index.

The maximum potential amount of future payments (undiscounted) that the Master Trust as a seller of protection could be required to make under a credit default swap agreement would be an amount equal to the notional amount of the agreement. Notional amounts of all credit default swap agreements outstanding as of December 31, 2017 and 2016, for which the Master Trust is a seller of protection, are disclosed below. These potential amounts would be partially offset by any recovery values of the respective referenced obligations, up-front payments received upon entering into the agreement, or net amounts received from the settlement of buy protection credit default swap agreements entered into by the Master Trust for the same referenced entity or entities.

Interest rate swap agreements involve the exchange by the Master Trust with a counterparty of their respective commitments to pay or receive interest, e.g., an exchange of floating-rate payments for fixed-rate payments, with respect to the notional amount of principal. These swaps are used to adjust interest rate and yield curve exposure and substitute for physical securities. Long swap positions (“received fixed”) increase exposure to long-term interest rates; short positions (“pay fixed”) decrease exposure. Notional amounts of all interest rate swap agreements outstanding as of December 31, 2017 and 2016, are disclosed below.

The notional values of credit default swaps and interest rate swaps, which are summarized below, provide an indication of the extent of the Plan’s involvement in such instruments. Notional amounts of derivative financial instruments do not necessarily represent amounts exchanged by parties and, therefore, are not a direct measure of the Plan’s exposure from its use of derivatives.

The gross and net fair value of the options held by the Master Trust as of December 31, 2017 and 2016 were not material to the Master Trust, and were not included in the tables below.

Note 8. Derivative Financial Instruments (Continued)

	December 31, 2017				
	Notional/Par Value	Cost	Current Fair Value	Coupon Rate	Maturity
Credit default swaps:					
Indices	$ (79,791,000)	$ 1,626,639	$ 2,032,221	1.00% to 5.00%	December 20, 2020 to December 20, 2022
Companies	1,350,000	(373,059)	33,472	0.50% to 5.00%	March 20, 2018 to May 11, 2063
Countries:					
Brazil	1,900,000	(111,915)	(31,040)	1.00%	June 20, 2022 to December 20, 2022
Philippines	600,000	821	12,363	1.00%	December 20, 2021
Russia	1,500,000	(142,461)	4,714	1.00%	June 20, 2019
Mexico	4,250,000	(21,235)	28,102	1.00%	March 20, 2019 to December 20, 2022
Europe	(6,750,000)	164,318	231,934	1.00%	December 20, 2021 to December 20, 2022
Other	1,575,000	(27,697)	23,341	1.00%	September 20, 2020 to December 20, 2022
	$ (75,366,000)	$ 1,115,411	$ 2,335,107		
Interest rate swaps:					
Brazil	$ 31,100,000	$ (15,647)	$ (7,362)	9.65% to 10.30%	January 2, 2025
Europe	(5,050,000)	(26,624)	(24,436)	1.00% to 1.50%	March 21, 2028 to March 21, 2048
Japan	(871,500,000)	(119,846)	(103,766)	0.30% to 1.25%	September 20, 2024 to June 17, 2035
Mexico	95,800,000	(44,220)	(440,874)	5.61% to 7.74%	July 7, 2021 to August 14, 2037
United States	(8,300,000)	460,843	418,624	1.75%	December 21, 2026
Other	30,550,000	(177,803)	(168,477)	1.00% to 8.25%	March 21, 2023 to March 21, 2048
	$(727,400,000)	$ 76,703	$ (326,291)		

	December 31, 2016				
	Notional/Par Value	Cost	Current Fair Value	Coupon Rate	Maturity
Credit default swaps:					
Indices	$ (62,225,000)	$ 825,626	$ 1,164,417	1.00% to 5.00%	March 20, 2018 to December 20, 2021
Companies	2,850,000	(403,724)	10,959	0.50% to 5.00%	June 20, 2019 to May 11, 2063
Countries:					
Brazil	500,000	(33,051)	(15,510)	1.00%	June 20, 2020
Italy	11,200,000	(143,391)	(8,234)	1.00%	March 20, 2019 to June 20, 2019
Russia	1,500,000	(142,461)	(18,993)	1.00%	June 20, 2019
Mexico	4,250,000	(32,329)	(28,786)	1.00%	March 20, 2019 to June 20, 2021
Europe	5,750,000	178,093	145,318	1.00% to 3.00%	December 20, 2017 to December 20, 2021
Other	1,875,000	(31,419)	(16,775)	1.00%	September 20, 2020 to June 20, 2021
	$ (34,300,000)	$ 217,344	$ 1,232,396		
Interest rate swaps:					
China	$ 48,700,000	$ (8)	$ (43,040)	3.33% to 3.75%	November 18, 2021 to December 19, 2021
Europe	(1,550,000)	(40,610)	80,879	0.00% to 1.25%	December 08, 2020 to March 15, 2047
Japan	(240,500,000)	(48,867)	(120,661)	1.00% to 1.25%	September 20, 2024 to June 17, 2035
Mexico	78,100,000	(18,849)	(443,636)	5.61% to 6.75%	July 7, 2021 to January 3, 2035
United States	(67,300,000)	(59,201)	24,890	1.30% to 2.91%	May 7, 2017 to December 21, 2046
Other	7,850,000	130,642	97,742	0.50% to 8.30%	March 15, 2022 to March 15, 2047
	$(174,700,000)	$ (36,893)	$ (403,826)		

Note 8. Derivative Financial Instruments (Continued)

Included in credit default swaps are indices of credit default swaps where the portfolio has buying or selling protection on a series of investments, sovereign credit default swaps where the portfolio has sold protection on debt issued by foreign governments, and corporate credit default swaps where the portfolio has sold protection on debt issued by a corporation.

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

2017

This Form is Open to Public Inspection

For calendar plan year 2017 or fiscal plan year beginning 01/01/2017 and ending 12/31/2017

▶ **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
RIO TINTO ALCAN PENSION PLAN (U.S.)

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF
ALCAN CORPORATION C/O RIO TINTO AMERICA

D Employer Identification Number (EIN)
41-2098316

E Type of plan: [X] Single [ ] Multiple-A [ ] Multiple-B

F Prior year plan size: [ ] 100 or fewer [ ] 101-500 [X] More than 500

Part I Basic Information

1 Enter the valuation date: Month 01 Day 01 Year 2017

2 Assets:

a Market value	2a	921,322,653
b Actuarial value	2b	934,348,837

3 Funding target/participant count breakdown

	(1) Number of participants	(2) Vested Funding Target	(3) Total Funding Target
a For retired participants and beneficiaries receiving payment	8,308	644,723,138	644,723,138
b For terminated vested participants	4,022	139,173,291	139,173,291
c For active participants	40	4,612,308	4,763,174
d Total	12,370	788,508,737	788,659,603

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	5.78%
6 Target normal cost	6	2,061,293

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 Joseph Engstrom J.E.

Signature of actuary

08/30/2018
Date

JOSEPH ENGSTROM
Type or print name of actuary

1707612
Most recent enrollment number

AON CONSULTING, INC.
Firm name

615-771-8152
Telephone number (including area code)

501 Corporate Centre Drive
Suite 300
Franklin TN 37067
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 [ ]

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	69,380,851
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	69,380,851
10	Interest on line 9 using prior year's actual return of 8.28%	0	5,744,734
11	Prior year's excess contributions to be added to prefunding balance:		
	a Present value of excess contributions (line 38a from prior year)		64,106,410
	b(1) Interest on the excess, if any, of line 38a over line 38b from prior year Schedule SB, using prior year's effective interest rate of 5.98%		3,833,563
	b(2) Interest on line 38b from prior year Schedule SB, using prior year's actual return		0
	c Total available at beginning of current plan year to add to prefunding balance		67,939,973
	d Portion of (c) to be added to prefunding balance		67,939,973
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	143,065,558

Part III Funding Percentages

14	Funding target attainment percentage	14	100.33%
15	Adjusted funding target attainment percentage	15	118.47%
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	104.40%
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
			Totals ► 18(b)	0	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	0

20 Quarterly contributions and liquidity shortfalls:

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

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

c If line 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

Part V Assumptions Used to Determine Funding Target and Target Normal Cost

21 Discount rate:

	1st segment:	2nd segment:	3rd segment:	
a Segment rates:	4.16 %	5.72 %	6.48%	☐ N/A, full yield curve used

b Applicable month (enter code)	**21b**	4
22 Weighted average retirement age	**22**	62

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 subject to 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**	2,061,293
b Excess assets, if applicable, but not greater than line 31a	**31b**	2,061,293

32 Amortization installments:	Outstanding Balance	Installment
a Net shortfall amortization installment	0	0
b Waiver amortization installment	0	0

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**	0

	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**	0
37 Contributions allocated toward minimum required contribution for current year adjusted to valuation date (line 19c)	**37**	0
38 Present value of excess contributions for current year (see instructions)		
a Total (excess, if any, of line 37 over line 36)	**38a**	0
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 an election was made to use PRA 2010 funding relief for this plan:

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 SB Attachment (Form 5500)—2017 Plan Year
Rio Tinto Alcan Pension Plan U.S.
EIN: 41-2098316 PN: 001

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

The average retirement age shown in line 22 has been calculated by assuming the following retirement rates and no decrements other than retirement for this calculation. All retirements are assumed to occur at mid-year, except for the 100% retirement age.

(a) Age	(b) Rate	(c) Weight	(d) Product (a) × (b) × (c)
55.5	10.00%	1.0000	5.55
56.5	5.00%	0.9000	2.54
57.5	5.00%	0.8550	2.46
58.5	5.00%	0.8123	2.38
59.5	5.00%	0.7716	2.30
60.5	10.00%	0.7331	4.43
61.5	10.00%	0.6598	4.06
62.5	25.00%	0.5938	9.28
63.5	15.00%	0.4453	4.24
64.5	15.00%	0.3785	3.66
65.5	50.00%	0.3218	10.54
66.5	50.00%	0.1609	5.35
67.5	50.00%	0.0804	2.71
68.5	50.00%	0.0402	1.38
69.5	50.00%	0.0201	0.70
70	100.00%	0.0101	0.70
		Weighted Average	62.28

Schedule SB Attachment (Form 5500)—2017 Plan Year
Rio Tinto Alcan Pension Plan U.S.
EIN: 41-2098316 PN: 001

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

Interest Rates for Minimum Funding Purposes	Based on segment rates with a four-month lookback (as of September 2016), each adjusted as needed to fall within the 25-year average interest rate stabilization corridor
1st Segment Rate	4.16%
2nd Segment Rate	5.72%
3rd Segment Rate	6.48%
Interest Rates for Maximum Tax Purposes	Based on segment rates with a four-month lookback (as of September 2016), without regard to interest rate stabilization
1st Segment Rate	1.52%
2nd Segment Rate	3.80%
3rd Segment Rate	4.79%
Optional Payment Form Election	
Active and Vested Legacy ACPP Participants	20% 5-year certain and life annuity 50% joint and 50% survivor annuity 30% joint and 100% survivor annuity
Active PPPI and All Other Vested Participants	50% single life annuity 25% joint and 50% survivor annuity 25% joint and 100% survivor annuity
Optional Payment Form Conversion Interest Rate	6.00%
Optional Payment Form Conversion Mortality	Mortality table prescribed by Code Section 417e(3)
Retirement Age	
Active Participants accruing in ACPP	See Table 1
Active Participants accruing in the Rio Tinto America Plan (“RTA”)	See Table 1
Active PPPI Participants with known 2016 termination dates	100% retirement
Terminated Vested Participants	See Table 2
LTD Participants	Age 65

Mortality Rates	
Healthy and Disabled	2017 static mortality table for annuitants and non-annuitants per §1.430(h)(3)-1(e)
Withdrawal Rates	
Active Participants accruing in ACPP	See Table 3
Active Participants accruing in RTA	See Table 3
Active PPPI Participants with known 2017 termination date	100% withdrawal
Disability Rates	None
Decrement Timing	Middle of year decrements, with 100% retirement occurring at beginning of year
Surviving Spouse Benefit	It is assumed that 85% of males and 60% of females have an eligible spouse, and that males are three years older than their spouses.
Benefit and Compensation Limits	Projected benefits and compensation are limited by the current IRC section 415 maximum benefit of $215,000 and the IRC section 401(a)(17) compensation limit of $270,000.
Valuation of Plan Assets	Smoothed fair market value of assets over the current and prior two years, adjusted for contributions, benefit payments, administrative expenses, and expected earnings. The average value of assets calculated in this manner is further limited to not less than 90% nor more than 110% of fair market value. A characteristic of this method is that the expected distribution of the value of plan assets is skewed toward understatement relative to the corresponding market values for expected long-term rates of return in excess of the third segment rate under IRC section 430(h)(2)(C)(iii).
Expected Return on Assets	
2015 Plan Year	6.81%
2016 Plan Year	6.65%

Trust Expenses Included in Target Normal Cost	$2,061,293, based on the prior year's estimated plan administrative expenses (excluding PBGC premiums), plus estimated PBGC premiums for current year
Actuarial Method	Standard unit credit cost method
Valuation Date	January 1, 2017

Table 1

Retirement Rates - Actives

Age	Rate
55	10.00%
56	5.00%
57	5.00%
58	5.00%
59	5.00%
60	10.00%
61	10.00%
62	25.00%
63	15.00%
64	15.00%
65	50.00%
66	50.00%
67	50.00%
68	50.00%
69	50.00%
70+	100.00%

Table 2

Retirement Rates – Terminated Vested

Age	Rate
55	10.00%
56	5.00%
57	5.00%
58	5.00%
59	5.00%
60	10.00%
61	10.00%
62	15.00%
63	20.00%
64	15.00%
65+	100.00%

Table 3

Withdrawal Rates

	Years of Service	
Age	**0-4**	**5+**
25	17.00%	15.00%
26	16.40%	14.40%
27	15.80%	13.80%
28	15.20%	13.20%
29	14.60%	12.60%
30	14.00%	12.00%
31	13.60%	11.60%
32	13.20%	11.20%
33	12.80%	10.80%
34	12.40%	10.40%
35	12.00%	10.00%
36	11.60%	9.60%
37	11.20%	9.20%
38	10.80%	8.80%
39	10.40%	8.40%
40	10.00%	8.00%
41	9.60%	7.60%
42	9.20%	7.20%
43	8.80%	6.80%
44	8.40%	6.40%
45	8.00%	6.00%
46	7.40%	5.40%
47	6.80%	4.80%
48	6.20%	4.20%
49	5.60%	3.60%
50	5.00%	3.00%
51	4.40%	3.00%
52	4.40%	3.00%
53	4.40%	3.00%
54	4.40%	3.00%
55+	0.00%	0.00%

Schedule SB Attachment (Form 5500)—2017 Plan Year
Rio Tinto Alcan Pension Plan U.S.
EIN: 41-2098316 PN: 001

Schedule SB, Part V—Summary of Plan Provisions

Plan History

Following is a description of significant events that have occurred within the past ten years.

Effective December 31, 2006, the following plans merged into the Alcancorp Pension Plan:

- Alcan Pension Plan for Cleveland Hourly Employees,
- Alcan Pension Plan for Mt. Vernon Hourly Employees,
- Alcan Global Pharmaceutical Packaging Consolidated Service Retirement Plan,
- Alcan Global Pharmaceutical Packaging Salaried Employees Pension Plan, and;
- Pechiney Cast Plate Pension Plan for Union Employees.

Any benefits transferred from the merged plans into the Alcancorp Pension Plan shall be determined under the terms of the respective plans as of December 31, 2006. As of January 1, 2011, all participants from the merged plans are inactive.

Effective December 31, 2011, all benefit accruals are frozen for certain Cable unit employees. Benefit Service and Social Security Covered Compensation are frozen as of December 31, 2011. Highest Average Earnings shall not include earnings during 2011 or any subsequent years. Members who are affected are “Non-Grandfathered Cable Unit Members” and include participating employees that do not meet the following criteria:

- age 45 and ten years of Benefit Service, or;
- age 55 and nine years of Benefit Service or ten years of Eligibility Service.

All other Cable unit employees are “Grandfathered Cable Unit Members” and continue to accrue benefits. This includes any Cable unit employee on long-term disability or severance.

Effective December 31, 2011, all benefit accruals under the Alcancorp Plan formula are frozen for Salaried Sebree and Cleveland employees. These participants start to accrue benefits under the Rio Tinto America Plan formula for service after December 31, 2011. The December 31, 2011 frozen benefit is increased by the percentage increase of the Final Average Earnings (as defined under the Rio Tinto America formula), over the participant’s Highest Average Earnings (as defined under the Alcancorp formula) at December 31, 2011.

Effective December 31, 2011, any PPPI employee who was a participant of the Alcan Combined Pension Plan as of December 31, 2011 shall become a participant of the Alcancorp Pension Plan as of January 1, 2012. For these participants, the benefit payable from the Alcancorp Pension Plan is equal to the benefit accrued under the Alcan Combined formula using all years of service and pay prior to termination, and offset by the benefit accrued under the Alcan Combined formula as of December 31, 2011.

The Specialty Aluminas business unit was sold in August 2012 and the Cable business unit was sold on September 4, 2012. For participants with ongoing accruals, any accruals in the plan have ceased as of the date of sale. Any participants that were terminated as a result of the sales with less than five years of

service have been vested in their benefit. Participants that were on LTD at the time of the sale will continue to earn future service accruals from the Alcancorp Pension Plan.

As of September 30, 2012, accruals for Cleveland participants were frozen in the Alcancorp Pension Plan. These participants transferred to the Rio Tinto America Plan on October 1, 2012. The Rio Tinto America Plan provides future accruals and pay growth on the past service frozen benefit from the Alcancorp Plan.

Any remaining Cable, PPPI and LTD participants in the Alcancorp Pension Plan as of December 31, 2012 have transferred to the Rio Tinto America Plan. Accruals in the Alcancorp Pension Plan have ceased as of December 31, 2012 for these participants. The Rio Tinto America Plan provides future accruals and pay growth on the past service benefit from the Alcancorp Plan, as applicable.

As of July 1, 2013, accruals were frozen for all remaining participants.

Effective December 31, 2013, the Alcan Combined Pension Plan was merged into the Alcancorp Pension Plan, and the merged plan was renamed the Rio Tinto Alcan Pension Plan (U.S.). The January 1, 2014 funding valuation reflects the benefit liabilities and plan assets of the Alcan Combined Pension Plan that merged into the Rio Tinto Alcan Pension Plan (U.S.) on December 31, 2013.

As of November 6, 2017, all participants who were part of the annuity contract purchase that occurred on October 31, 2017 are no longer participants under the plan. However, they are still included in the 2017 funding valuation since they were participants in the plan as of the valuation date.

Plan Provisions – Legacy Alcancorp Pension Plan

Effective Date	July 1, 1964
Effective Date of Most Recent Amendment	January 1, 2014; provides for a one-time lump sum offer for terminated vested participants terminated prior to January 1, 2014.
Participants Accruing Under Formula	As of January 1, 2012: Active Cable, Sebree Salaried and Cleveland Salaried employees that were Alcancorp Pension Plan Participants before 2012. Plan provisions below are for the pre-2012 accrued benefit for this group. As of September 4, 2012: The Specialty Aluminas and Cable business units were sold. Accruals for this group are frozen in the Alcancorp Pension Plan. As of September 30, 2012: Cleveland Salaried employees transferred to the Rio Tinto America Plan. Accruals for this group are frozen in the Alcancorp Pension Plan. As of December 31, 2012: Accruals for any remaining PPPI, Cable and LTD participants cease. These participants accrue in the Rio Tinto America Plan for post-2012 service. Inactive Alcancorp Pension Plan participants that were former Cleveland Hourly, Mt. Vernon Hourly, Pharma Hourly, Pharma Salaried or Pechiney Cast Plate Salaried and Hourly employees have accrued benefits under the terms of the respective legacy plan. As of July 1, 2013: Accruals are frozen for all remaining ACPP participants.
Participation	All regular full time employees who are not represented by a collective bargaining agreement Other employees are eligible after completing a 12-month period of employment in which the employee has 1,000 hours of service or more Participation is closed to new hires as of January 1, 2012

Freeze Dates	Benefit accruals are frozen for non-grandfathered Cable participants effective December 31, 2011 Benefit accruals under the Alcancorp formula are frozen for Sebree and Cleveland Salaried participants effective December 31, 2011, but are increased by the percentage increase of the Final Average Earnings (as defined under the Rio Tinto America formula), over the participant's Highest Average Earnings at December 31, 2011 (as defined under the Alcancorp formula). These participants accrue under the Rio Tinto America Plan formula for post-2011 benefit service. All benefit accruals from the Alcancorp Pension Plan are frozen for Cleveland participants effective September 30, 2012. Benefit accruals for all remaining Alcancorp Pension Plan participants are frozen effective July 1, 2013.
Date of Participation	First of month following date of hire for regular full time employees
Normal Retirement Eligibility	Age 65 and five years of Eligibility Service
Total Benefit	A monthly benefit equal to (a) plus (b) plus (c) below: (a) 45% of Highest Average Earnings (b) 15% of Highest Average Earnings in excess of the Social Security Covered Compensation (c) 0.25% of Highest Average Earnings times the number of Unused Months If the participant has fewer than 35 years of Benefit Service, then the monthly benefit amount will be multiplied by the participant's Benefit Service and divided by 35
Accrued Benefit "Ratchet"	In no event will the total benefit amount above be less than the total benefit calculated as of any prior March 1

Frozen Sebree and Cleveland Benefit	The benefit under the Alcancorp formula for Sebree and Cleveland participants is determined as the greater of (a) and (b) below: (a) Accrued benefit as of December 31, 2011 using Benefit Service and Highest Average Earnings as of December 31, 2011 (*based on Earnings through December 31, 2010*), plus the Highest Average Earnings make-up (Part (c) above), increased by the percentage increase of the Final Average Earnings under the Rio Tinto formula at termination over the Highest Average Earnings at December 31, 2011, if any. (b) Accrued benefit as of December 31, 2011 using Benefit Service and Highest Average Earnings as of December 31, 2011 (*based on Earnings through December 31, 2011*), increased by the percentage increase of the Final Average Earnings under the Rio Tinto formula at termination over the Highest Average Earnings at December 31, 2011, if any.
Prior Plan Offsets	If Benefit Service includes service from other company sources and the prior plan benefit is not payable from the Alcancorp Trust, the total benefit amount above is offset by any such benefit. The offset amount cannot exceed the benefit amount that would be accrued had only Benefit Service giving rise to the offset were used in determining the total benefit.
Early Retirement	
Eligibility	Age 55 and five years of Eligibility Service, or when age plus Eligibility Service is at least 75
Total Benefit	The accrued normal retirement benefit multiplied by the appropriate age-based factor below:

Age	Factor
65	1.00
64	0.99
63	0.97
62	0.94
61	0.90
Below 60	In steps of .04

Late Retirement	
Eligibility	After age 65 with five years of Eligibility Service
Total Benefit	The normal retirement benefit actuarially increased beyond the normal retirement date.
Vested Termination	
Eligibility	Five years of Eligibility Service
Total Benefit	The normal retirement benefit accrued at date of termination, commencing at age 65. The participant may elect for benefits to start before age 65, with benefits reduced by the early retirement reduction factors above.
Cable and Specialty Aluminas	Any Cable and Specialty Aluminas participants affected by the sales are immediately vested in their benefit
All active participants	All remaining active participants as of July 1, 2013 are immediately vested as a result of the plan freeze
Preretirement Death	
Eligibility	Any vested participant or participant eligible for early retirement, and married to an eligible spouse
Total Benefit	For a participant who is eligible for early or normal retirement, the benefit is an immediate annuity to the surviving spouse equal to 50% of the monthly benefit the participant would have been entitled to had he retired the day before his death and elected the 50% J&S option. For all other vested participants, the benefit is a deferred annuity to the surviving spouse equal to 50% of the monthly benefit that the participant would have been entitled to had he terminated employment on the date of his death, survived to the earliest retirement age, elected the 50% J&S option, and then died the following day.
Disability Retirement	
Eligibility	Eligible for a medical leave of absence
Total Benefit	The normal retirement benefit, computed using Benefit Service that continues to accrue during disability leave

Normal Form of Benefit	50% J&S annuity if married, otherwise 5 year certain and life annuity. For married participants, the normal form of benefit is actuarially reduced if the spouse is 10 years younger
Optional Forms of Payment	A retiring participant may also elect other optional forms of payment on an actuarially equivalent basis. The options include: ▪ Full Benefit Joint and Survivor Annuity: Payable for life of participant with an amount less than 50% payable to the spouse upon the participant's death. Only available if spouse is more than 10 years younger. The participant's benefit is not reduced for payment form. ▪ Continuing Income Joint and Survivor Annuity: Payable for life of participant with a chosen percent (1-100%) payable to the beneficiary upon the participant's death. ▪ A level income option for retirement prior to commencement of Social Security benefits. ▪ Lump sum if monthly retirement benefit is less than $100. ▪ Participants with accrued benefits from prior plans may have different optional forms Most optional forms are based on the 1951 Group Annuity Table projected to 1966 with a 5 year setback for beneficiaries, and 6.00% interest. Certain prior plans use different actuarial equivalence for benefits accrued in those plans.
Benefit Limits	Effective January 1, 2002, EGTRRA increased the Internal Revenue Code section 415 limit to $160,000 and the limit on compensation to $200,000. The $200,000 pay limit was applied retroactively for participants who were active as of January 1, 2002.
Definitions	
Eligibility Service	All aggregated periods of service based on the elapsed time method, as allowable by law. Partial years are rounded to the next higher whole number of years.
Benefit Service	Includes full years and completed months of service included in Eligibility Service. Excludes any period of service when the employee refused to make required

	contributions, and periods of service in certain affiliated companies for participants that transferred into the Plan.
Earnings	Regular base pay, incentive program pay, overtime and other premium pay, certain lump sum payments payable in lieu of salary or wage increases, pay under any plan of variable compensation and 401(k), Section 125 and Section 132(f)(4) deferrals
Highest Average Earnings	A participant's annual Earnings for the highest three consecutive calendar years ending at least three months before normal retirement or earlier termination, divided by 35
Social Security Covered Compensation	Average of the Social Security Tax Bases for the 35 year period beginning with the date in which Highest Average Earnings are calculated.
Unused Months	The number of months included in Benefit Service that cannot be included in the period used to determine Highest Average Earnings. The number of Unused Months is based on the date benefit service stops, according to the following table:

Date Benefit Service Stops	Unused Months
January 1	12
February 1	13
March 1	14
April 1	3
May 1	4
June 1	5
July 1	6
August 1	7
September 1	8
October 1	9
November 1	10
December 1	11

Plan Provisions – Rio Tinto America Plan Formula

Participants Accruing Under Formula

Sebree and Cleveland Salaried Participants that are active as of January 1, 2012 accrue their post-2011 benefit under the Rio Tinto America Plan formula

Accruals for Cleveland participants are frozen as of September 30, 2012 in the Alcancorp Pension Plan

Normal Retirement

Eligibility

Age 65.

Total Benefit

A monthly benefit equal to (a) plus (b) below, multiplied by post-2011 Benefit Service:

(a) 1% of Final Average Earnings up to Social Security Covered Compensation.

(b) 1.667% of Final Average Earnings in excess of Social Security Covered Compensation.

Early Retirement

Total Benefit

For terminations after completion of 5 years of Eligibility Service, the accrued normal retirement benefit is multiplied by the appropriate age-based factor below:

Age	Factor	Age	Factor
65	1.00	59	0.76
64	0.96	58	0.72
63	0.92	57	0.68
62	0.88	56	0.64
61	0.84	55	0.60
60	0.80		

For terminations after completion of 10 years of Eligibility Service, the accrued normal retirement benefit is multiplied by the appropriate age-based factor below:

Age	Factor	Age	Factor
65	1.00	59	0.88
64	1.00	58	0.84
63	1.00	57	0.80
62	1.00	56	0.76
61	0.96	55	0.72
60	0.92		

Vested Termination	
Eligibility	Five years of Eligibility Service or age 65.
Total Benefit	The normal retirement benefit accrued at termination, commencing at age 65. The participant may elect for benefits to start after age 55, with benefits reduced by the early retirement factors for retirement with less than 10 years of service.
Normal Form of Benefit	50% J&S annuity if married, otherwise a life annuity.
Optional Forms of Payment	Sebree and Cleveland retiring participant may also elect other optional forms of payment on an actuarially equivalent basis. These options include: ▪ 50%, 66.67%, 75%, or 100% joint and survivor annuities, ▪ 5 year certain and life annuity, ▪ level income option for retirement prior to commencement of Social Security benefits, and ▪ lump sum, if monthly benefit is $100 or less. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.
Definitions	
Final Average Earnings	Average of the highest Eligible Earnings in the 36 consecutive months out of the last 120 months of service, excluding earnings before January 1, 2012 are not counted.
Eligible Earnings	Base pay and 50% of any short-term bonus. Base pay means total earnings including deferred base pay, lump sum merit pay, pre-tax 401(k) or cafeteria plan contributions, but excluding overtime, severance pay, bonuses, and extraordinary items.
Social Security Covered Compensation	The average amount of earnings under the Social Security Act equal to the average of the maximum Taxable Wage Base in each year that would be used to calculate the Social Security benefit for a participant retiring at his Social Security Retirement Age.

Plan Provisions – Alcan Combined Pension Plan Formula

Participants Accruing Under Formula	PPPI participants that are active as of January 1, 2012 Benefit payable from the Alcancorp Pension Plan is equal to the benefit accrued under the Alcan Combined formula using all years of service and pay prior to termination, and offset by the benefit accrued under the Alcan Combined Pension Plan as of December 31, 2011. PPPI participants transferred to the Rio Tinto America Plan on January 1, 2012
ANCG Offset for PPPI Employees Transferring from ANC	Benefits payable from the Plan will be equal to the Total Benefit payable to a participant minus the portion of the benefit that will be paid by former ANC Plan #020. The ANCG portion of the benefit will be based on service with ANCG and the Highest Average Salary upon termination from PPPI. Highest Average Salary for the ANCG portion of the benefit is limited to an average of 5% increases from the ANCG Highest Average Salary at the time of participant transfer. Eligibility for benefits is based on combined service with PPPI and ANCG.
Eligibility by Group	
Blue	For Non-Cebal Tubes Americas Participants: Hired before January 1, 2005 and age plus service total was 50 or more as of December 31, 2006 For Cebal Tubes Americas Participants: Hired before January 1, 2005 and age plus service total was 55 or more as of December 31, 2006
Green	Hired before January 1, 2005 and age plus service total is less than 50 for non-Cebal participants and less than 55 for Cebal participants as of December 31, 2006.
Yellow	Hired by Alcan on or after January 1, 2005.
Orange	Hired before January 1, 2005 and a former Lawson Mardon employee.

Normal Retirement—Blue Participants

Eligibility	Age 65.
Total Benefit	A monthly benefit equal to (a) reduced by (b), plus (c) below: (a) 1.5% of the Participant's Highest Average Salary times Service not in excess of 35 years. (b) 1.5% of the Participant's Primary Social Security Benefit times Service covered by (a) that occur after December 31, 1978. (c) 1% of the Participant's Highest Average Salary times Service in excess of 35 years, if any. In no event shall the monthly retirement benefit be less than the benefit accrued at December 31, 1988 from the American National Can Group Retirement Plan for Salaried Employees—Plan 1 or Plan 2, or the Guardian Packaging Corporation Retirement Plan for Salaried Employees if a participant was formerly a participant in any of these plans. Various divisions acquired by American National Can Group are subject to a past service date before which credit for service for benefit accrual purposes is not granted.

Early Retirement—Blue Participants

Eligibility	Age 55 and five years of vesting service.
Total Benefit	A monthly benefit equal to (a) reduced by (b), plus (c) below: (a) 1.5% of the participant's highest average salary times service not in excess of 35 years. Such amount shall be reduced by ¼ of 1% for each month by which the benefit commencement date precedes age 62. Such reduction shall not apply if the participant retires after age 60 with at least 30 years of service. (b) 1.5% of the participant's primary social security benefit times service covered by (a) that occur after December 31, 1978. Such amount shall be reduced by 1/180th for the first 60 months and 1/360th for the next 60 months by which the benefit commencement date precedes normal retirement date.

(c) 1.0% of the participant's highest average salary times service in excess of 35 years, if any. Such amount shall be reduced by ¼ of 1% for each month by which the benefit commencement date precedes age 62. Such reduction shall not apply if the participant retires after age 60 with at least 30 years of service.

Late Retirement—Blue Participants

Eligibility	Age 65.
Total Benefit	The normal retirement benefit, computed using highest average salary and service to actual date of retirement.

Deferred Vested—Blue Participants Retirement

Eligibility	Five years of vesting service.
Total Benefit	Normal retirement benefit accrued to date of termination commencing at age 65 or reduced by ½ of 1% for each month the first payment precedes the employee's normal retirement date.

Normal Retirement—Green Participants

Eligibility	Age 65.
Total Benefit	A monthly benefit equal to (a) plus (b) below: (a) Normal retirement formula payable to Blue participants with service frozen as of December 31, 2006 and pay based on Highest Average Salary at retirement and the participant's primary social security benefit at retirement. (b) 1.5% of career average pay times service with pay and benefit service beginning on January 1, 2007.

Early Retirement—Green Participants

Eligibility	Age 55 and five years of vesting service.
Total Benefit	A monthly benefit equal to (a) plus (b) below: (a) Early retirement formula payable to Blue participants with service frozen as of December 31, 2006 and pay based on Highest Average Salary at termination. (b) 1.5% of career average pay times service with pay and benefit service beginning on January 1, 2007. Such

	amount shall be actuarially reduced from age 65 for early commencement.

Late Retirement—Green Participants

Eligibility	Age 65.
Total Benefit	The normal retirement benefit, computed using salary and service at actual date of retirement.

Deferred Vested—Green Participants

Eligibility	Five years of vesting service.
Total Benefit	The normal retirement benefit accrued to date of termination commencing at age 65. If the benefit commences before age 65, the portion of the benefit payable under the Blue formula is reduced by ½ or 1% for each month the first payment precedes the employee's normal retirement date, and the portion of the benefit payable under the career average formula is actuarially reduced for early commencement.

Normal Retirement—Yellow and Orange Participants

Eligibility	Age 65.
Total Benefit	A monthly benefit equal to 1.5% of career average pay times benefit service. Benefit service begins at later of January 1, 2006 and date of hire for Plastics (Flex Salaried) and Orange (Former Lawson Mardon and Shelbyville Pharma) participants. Benefit service begins at later of January 1, 2005 and date of hire for all other yellow participants.

Early Retirement—Yellow and Orange Participants

Eligibility	Age 60 and five years of vesting service.
Total Benefit	Normal retirement benefit actuarially reduced from age 65 for early commencement.

Late Retirement—Yellow and Orange Participants

Eligibility	Age 65.
Total Benefit	The normal retirement, computed using salary and service at actual date of retirement.

Deferred Vested Retirement—Yellow and Orange Participants	
Eligibility	Five years of vesting service.
Total Benefit	The normal retirement benefit accrued to date of termination commencing at age 65 or actuarially reduced for commencement before age 65.
Disability Retirement—All Participants	
Eligibility	Entitled to benefits under the Company's Long-Term Disability (LTD) Plan and disability benefits under provisions of the Social Security Act.
Total Benefit	Participants with a date of disability before January 1, 2007 continue to accrue benefit service through the earlier of age 65 or the date their disability ends. Post-2011 benefit service for this group is accrued in the Alcancorp Pension Plan.
Preretirement Spouse's Annuity	
Eligibility	Any vested participant (active or terminated).
Total Benefit	For a participant who is eligible for early or normal retirement, the benefit is an immediate annuity to the surviving spouse equal to 50% of the monthly benefit the participant would have been entitled to had he retired the day before his death and elected the 50% J&S option. For all other vested participants, the benefit is a deferred annuity to the surviving spouse equal to 50% of the monthly benefit the participant would have been entitled to had he terminated employment on the date of his death, survived to early retirement age, elected the 50% J&S option, and then died the following day.
ANCG Offset	The ANCG portion of the benefit will be based on service with ANCG and the Highest Average Salary upon death or termination from PPPI, whichever comes earlier. Highest Average Salary for the ANCG portion of the benefit is limited to an average of 5% increases from ANCG Highest Average Salary at the time of participant transfer.
Normal Form of Annuity	Actuarially reduced 50% J&S annuity if married, otherwise straight life.

Optional Forms of Payment	Joint and Survivor: 50%, 66 ⅔%, 75%, 100%. Certain & Life: 5-year, 10-year. Lump sum if monthly retirement benefit is $100 or less. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.
Highest Average Salary	The average monthly compensation for the 60 consecutive months of service affording the highest such average monthly compensation.
Primary Social Security Benefit	The monthly amount to which an employee is or would be entitled, assuming that he would continue to receive, until he reached 65, compensation at the same rate as in effect on the date of termination.

Past Service Limitation:

	Division	Location	Past Service Date
For Former NCC Salaried Plan 2 Locations:	Dura-Closure	Hutchinson	08/19/1974
		Consolidated Cork	02/25/1971
		Bedford Park, CA	03/01/1980
		Bernardin, IN	03/06/1980
	NCC-Glass	Oil City	08/11/1969
		Shawmut	08/31/1970
		Kerr	09/19/1983
	NCC-MCD Plastic Container Division	Kaiser	03/07/1983 08/01/1979
For ANC Salaried Plan Locations:	Color-Ad		04/01/1988
	Ludlow		12/01/1987
	Longview		01/11/1991
	Winston-Salem		07/01/1993
	Asheville		04/01/1995
For PPPI Salaried Plan Locations:	Kenpak		01/01/2000
	JPS		07/01/2001
	Phoenix		02/02/2002

Compensation	Compensation shall include base salary, 401(k) or section 125 salary reductions, overtime, commissions and shift premium payments, and non-deferred incentive awards paid during the year. Compensation does not include any flexible amount regardless of whether received in cash.

Effective January 1, 2002, EGTRRA increased the Internal Revenue Code section 415 limit to $160,000 and the limit on compensation to $200,000. The $200,000 pay limit was applied retroactively for participants who were active as of January 1, 2002.

Special Provisions Applicable to Former Nonhighly-Compensated Members of the American National Can Group Retirement Plan for Salaried Employees—Plan 1 (i.e., former ACPI Salaried Plan)

Note: Eligibility for these special provisions is based on service in the ANCG Salaried Plan, but the actual monthly retirement benefit and the annual salary is based on accredited service and salary as of December 31, 1988 (under the terms of the ACPI Salaried Plan then in effect).

PPPI assumes all liabilities under the ANC 25-Year Survivorship and ANCG 10-Year Survivorship Plan in respect to PPPI employees transferring from ANC.

Survivor Income Benefit

Eligibility	The following requirements must be met at death: ▪ Hired before January 1, 1979 ▪ Ten years of service ▪ Employee is active, on leave, on long-term or short-term disability, and ▪ Not covered by the Survivorship Benefit.
Total Benefit	For death before age 55: a monthly benefit of $100 payable to the employee's age 55. After the employee's age 55, a monthly benefit equal to the greatest of $100, 15% of the monthly retirement benefit (as if retired on date of death), or the Preretirement Spouse's Benefit. For death after age 55: a monthly benefit equal to the greatest of $100, 15% of the monthly retirement benefit (as if retired on date of death), or the Preretirement Spouse's Benefit.

Survivorship Benefit

Eligibility	The following requirements must be met at death: Employed on or before April 30, 1975 25 years of service before age 65, and Either active, on long-term or short-term disability, or an early retiree (does not include vested terminations).
Total Benefit	An amount calculated from a benefit base of two times frozen annual salary (base pay plus salary reductions only). If the benefit base is greater than $5,000, the amount shall be paid in monthly installments to a beneficiary in such amounts as would have been payable had the benefit base been used to purchase a straight life annuity from an insurance company.

Covered Work Force Realignment	An employee separated due to work force realignment and covered by the severance pay provisions may be eligible for special retirement benefits if certain other conditions are met (employed on August 31, 1985, at least age 50, and eight years of accredited service at separation).
Employee Contributions	None required since 1972.
Other Workforce Reductions	Any subsidy or enhancement granted to PPPI employees as part of a workforce reduction will be PPPI's responsibility. In other words, the ANC Former Plan #020 will not provide additional benefits due to workforce reduction initiatives.
Commencement of Benefits	PPPI employees may not commence benefits (ANCG or PPPI benefits) until they have terminated or retired from PPPI.

Alcan Plastic Division Hourly Non-Union Participants (Former PPPI Plan #002)

Plastics Hourly Non-Union	**Bellevue**	**Contract Period: N/A**
Benefit	***Eligibility***	***Provision***
Normal Retirement	Age 65.	Bellevue — $28.00 (Sold during 2006). Asheville — $19.00 per year of credited service after April 1, 1995. The following table lists all benefit level changes in the past five years:
Early Retirement		
Full	None.	N/A.
Reduced	Age 55 with ten years of service.	Accrued benefit, reduced ½% per month before age 65.
Disability	Fifteen years of service.	Accrued benefit.
Vesting	Five years of service.	Accrued benefit payable at normal retirement date. Participants with at least 10 years of service at termination can commence before age 65. The accrued benefit is reduced ½% per month from age 65.
Plant Closing/Layoff	None.	N/A.
Preretirement Spouse's Annuity	Five years of service.	Automatic Preretirement 50% Joint and Survivor Coverage; benefits are deferred to earliest retirement age.

	Benefit Level
Effective Date	**Bellevue**
1/1/2006	$28.00
1/1/2005	$27.00
1/1/2004	$26.00
1/1/2003	$24.50
1/1/2002	$23.50

ANCG Offset	Participants transferring from ANC to PPPI	Benefits payable will be equal to the total benefit payable to a participant minus the portion of the benefit that will be paid by former ANC Plan #177. The ANCG portion of the benefit will be based on service with ANCG and the ultimate negotiated benefit level as of the date of the transfer ($20.50 for Bellevue and $19.00 for Asheville). Service with both ANCG and PPPI combined will be used to determine eligibility for benefits.
Normal Form of Annuity		Actuarially reduced 50% J&S annuity if married, otherwise straight life.
Optional Forms of Payment		Joint and Survivor: 50%, 75% and 100%. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.

Alcan Food Packaging Hourly Union Participants (Former PPPI Plan # 003)

Plastics Hourly Union	**Joint GCIU**	**Contract Period: July 1, 2007 to June 30, 2010**
Benefit	***Eligibility***	***Provision***
Normal Retirement	Age 65.	$37.00. Increases apply to retirees who retire on or after July 1, 2007. The following table lists all benefit level changes in the past five years: **Effective Date** / **Benefit Level** 7/1/2009 — $37.00 7/1/2008 — $36.50 7/1/2007 — $36.00 7/1/2006 — $35.00 7/1/2005 — $34.00
Early Retirement		
Full	Age 62 with 15 years of service.	Accrued benefit.
Reduced	Age 55 with 15 years of service.	Accrued benefit, reduced ½% per month before age 62.
Disability	Fifteen years of service.	Accrued benefit.
Vesting	Five years of service.	Accrued benefit payable at normal retirement date. Participants with at least 15 years of service at termination can commence before age 65. The accrued benefit is reduced ½% per month from age 65.
Plant Closing/Layoff	None.	N/A.
Preretirement Spouse's Annuity	Five years of service.	Automatic Preretirement 50% Joint and Survivor Coverage; minimum monthly benefit of $100; benefits are deferred to earliest retirement age.

ANCG Offset	Participants transferring from ANC to PPPI	Benefits payable for Joint GCIU will be equal to the total benefit payable to a participant minus the portion of the benefit that will be paid by former ANC Plan #067. The ANCG portion of the benefit will be based on service with ANCG and the ultimate negotiated benefit level as of the date of the transfer ($29.50). Service with both ANCG and PPPI combined will be used to determine eligibility for benefits.
Normal Form of Annuity		Actuarially reduced 50% J&S annuity if married, otherwise straight life.
Optional Forms of Payment		Joint and Survivor: 50%, 75%, and 100%. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.

Plastics Hourly Union	**Joint UPIU (PACE)**	**Contract Period: August 1, 2006 to July 31, 2009**
Benefit	***Eligibility***	***Provision***
Normal Retirement	Age 65.	$36.25. Increases apply to retirees who retire on or after August 1, 2006. The following table lists all benefit level changes in the past five years:
Early Retirement		
Full	Age 62 with 15 years of service.	Accrued benefit.
Reduced	Age 55 with 15 years of service.	Accrued benefit, reduced ½% per month before age 62.
Disability	Fifteen years of service.	Accrued benefit.
Vesting	Five years of service.	Accrued benefit payable at normal retirement date. Participants with at least 15 years of service at termination can commence before age 65. The accrued benefit is reduced ½% per month from age 65.
Plant Closing/Layoff	None.	N/A.
Preretirement Spouse's Annuity	Five years of service.	Automatic Preretirement 50% Joint and Survivor Coverage; minimum monthly benefit of $100; benefits are deferred to earliest retirement age.

Effective Date	Benefit Level
8/1/2008	$36.25
8/1/2007	$35.50
8/1/2006	$34.75
8/1/2005	$34.00
8/1/2004	$33.00

ANCG Offset	Participants transferring from ANC to PPPI	Benefits payable for Joint UPIU (PACE) will be equal to the total benefit payable to a participant minus the portion of the benefit that will be paid by former ANC Plan #068. The ANCG portion of the benefit will be based on service with ANCG and the ultimate negotiated benefit level as of the date of the transfer ($28.50). Service with both ANCG and PPPI combined will be used to determine eligibility for benefits.
Normal Form of Annuity		Actuarially reduced 50% J&S annuity if married, otherwise straight life.
Optional Forms of Payment		Joint and Survivor: 50%, 75% and 100%. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.

Plastics Hourly Union	**Menasha IAM**	**Contract Period: October 1, 2006 to September 30, 2009**
Benefit	***Eligibility***	***Provision***
Normal Retirement	Age 65.	$36.25. Increases apply to retirees who retire on or after October 1, 2006. The following table lists all benefit level changes in the past five years: **Effective Date** / **Benefit Level** 10/1/2008 — $36.25 10/1/2007 — $35.50 10/1/2006 — $34.75 10/1/2005 — $34.00 10/1/2004 — $33.00
Early Retirement		
Full	Age 62 with 15 years of service.	Accrued benefit.
Reduced	Age 55 with 15 years of service.	Accrued benefit, reduced ½% per month before age 62.
Disability	Fifteen years of service.	Accrued benefit.
Vesting	Five years of service.	Accrued benefit payable at normal retirement date. Participants with at least 15 years of service at termination can commence before age 65. The accrued benefit is reduced ½% per month from age 65.
Plant Closing/Layoff	None.	N/A.
Preretirement Spouse's Annuity	Five years of service.	Automatic Preretirement 50% Joint and Survivor Coverage; minimum monthly benefit of $100; benefits are deferred to earliest retirement age.

ANCG Offset	Participants transferring from ANC to PPPI	Benefits payable for Menasha IAM will be equal to the total benefit payable to a participant minus the portion of the benefit that will be paid by former ANC Plan #069. The ANCG portion of the benefit will be based on service with ANCG and the ultimate negotiated benefit level as of the date of the transfer ($28.50). Service with both ANCG and PPPI combined will be used to determine eligibility for benefits.
Normal Form of Annuity		Actuarially reduced 50% J&S annuity if married, otherwise straight life.
Optional Forms of Payment		Joint and Survivor: 50%, 75% and 100%. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.

Plastics Hourly Union	**St. Louis Park (Color Ad) Hourly**	**Contract Period: March 1, 2008 to February 28, 2011**
Benefit	***Eligibility***	***Provision***
Normal Retirement	Age 65.	$26.00 times service after January 1, 1990 plus $10.00 times service prior to January 1, 1990. The following table lists all benefit level changes in the past five years: **Effective Date** / **Benefit Level** 1/1/2010 — $26.00 times service after 1/1/1990 1/1/2009 — $25.00 times service after 1/1/1990 1/1/2008 — $24.00 times service after 1/1/1990 1/1/2007 — $23.00 times service after 1/1/1990 1/1/2005 — $22.00 times service after 1/1/1990
Early Retirement		
Full	None.	N/A.
Reduced	None.	N/A.
Disability	None.	N/A.
Vesting	$26 future service benefit—five years of service after January 1, 1990. $10 past service benefit—20% per year of service after January 1, 1990	Accrued benefit payable at normal retirement date.
Plant Closing/Layoff	None.	N/A.
Preretirement Spouse's Annuity	Five years of service.	Automatic Preretirement 50% Joint and Survivor Coverage; benefits are deferred to earliest retirement age.

ANCG Offset	Participants transferring from ANC to PPPI	Benefits payable for St. Louis Park (Color-Ad) will be equal to the total benefit payable to a participant minus the portion of the benefit that will be paid by former ANC Plan #163. The ANCG portion of the benefit will be based on service with ANCG and the ultimate negotiated benefit level as of the date of the transfer ($10.00 times service prior to January 1, 1990 plus $19.00 times service after January 1, 1990). Service with both ANCG and PPPI combined will be used to determine eligibility for benefits.
Normal Form of Annuity		Actuarially reduced 50% J&S annuity if married, otherwise straight life.
Optional Forms of Payment		Joint and Survivor: 50%, and 75%. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.

Plastics Hourly Union	**Minneapolis GCIU**	**Contract Period: May 1, 1997 to April 30, 2000**
Benefit	***Eligibility***	***Provision***
Normal Retirement	Age 65.	$26.50 per year of credited service after May 1, 1985 and before January 1, 2001. Employees have a frozen pension benefit effective December 31, 2000 with continuing eligibility for normal retirement, early retirement, and vesting.
Early Retirement		
Full	None.	N/A.
Reduced	Age 55 with ten years of service.	Accrued benefit, reduced 2/5% per month before age 65.
Disability	Ten years of service.	Accrued benefit.
Vesting	Five years of service.	Accrued benefit payable at normal retirement date. Participants with at least 10 years of service at termination can commence before age 65. The accrued benefit is reduced 2/5% per month from age 65.
Plant Closing/Layoff	None.	N/A.
Preretirement Spouse's Annuity	Five years of service.	Automatic Preretirement 50% Joint and Survivor Coverage; benefits are deferred to earliest retirement age.
ANCG Offset	Participants transferring from ANC to PPPI	Benefits payable for Minneapolis GCIU will be equal to the total benefit payable to a participant minus the portion of the benefit that will be paid by former ANC Plan #174. The ANCG portion of the benefit will be based on service with ANCG and the ultimate negotiated benefit level as of the date of the transfer ($26.50 times service after May 1, 1985). Service with both ANCG and PPPI combined will be used to determine eligibility for benefits.

Normal Form of Annuity	Actuarially reduced 50% J&S annuity if married, otherwise straight life.
Optional Forms of Payment	Joint and Survivor: 25%, 50%, 75%, and 100%. 10-Year Certain & Life. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.

Plastics Hourly Union	**Jaite Packaging Services**	**Contract Period: March 1, 2009 to February 29, 2012**
Benefit	***Eligibility***	***Provision***
Normal Retirement	Age 65.	$33.25. The following table lists all benefit level changes in the past five years:
Disability	Five years of service.	Accrued benefit.
Early Retirement		
Full	None.	N/A.
Reduced	Age 55 with five years of service.	Accrued benefit, reduced ½% per month before age 65.
Vesting	Five years of service.	Accrued benefit payable at normal retirement date. If participants commence before age 65, the accrued benefit is reduced ½% per month from age 65.
Plant Closing/Layoff	None.	N/A.
Preretirement Spouse's Annuity	Five years of service.	Automatic Preretirement 50% Joint and Survivor Coverage; benefits are deferred to earliest retirement age.
Normal Form of Annuity		Actuarially reduced 50% J&S annuity if married, otherwise straight life.
Optional Forms of Payment		Joint and Survivor: 50%, 75%, and 100%. Certain & Life: 5-Year, 10-Year, and 15-Year. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.

Effective Date	Benefit Level
3/1/2010	$33.25
3/1/2008	$32.00
3/1/2007	$31.00
3/1/2006	$30.00
3/1/2005	$28.50

Alcan Beauty Tubes America Hourly Non-Union Participant (Former PPPI Plan #004)

Tubes Hourly Non-Union	**Shelbyville Unorganized**	**Contract Period: N/A**
Benefit	***Eligibility***	***Provision***
Normal Retirement	Age 65.	$22.50. Benefit service is frozen as of December 31, 2006. Participants continue to accrue service for eligibility and vesting purposes. The following table lists all benefit level changes in the past five years: **Effective Date** / **Benefit Level** 1/1/2002 / $22.50 1/1/2001 / $22.00
Early Retirement		
Full	Age 62 and 30 years of service.	Accrued benefit.
Reduced	Age 55 and 15 years of service.	Accrued benefit, reduced ¼% per month before age 65 (before age 62 if more than 30 years of service).
Disability	Ten years of service.	Accrued benefit.
Vesting	Five years of service.	Accrued benefit payable at normal retirement date. Participants with at least 15 years of service at termination can commence before age 65. The accrued benefit is reduced ½% per month from age 65.
Plant Closing/Layoff	None.	N/A.
Preretirement Spouse's Annuity	Five years of service.	Automatic Preretirement 50% Joint and Survivor Coverage; benefits are deferred to earliest retirement age.

ANCG Offset	Participants transferring from ANCG to PPPI	Benefits payable for Shelbyville Unorganized will be equal to the total benefit payable to a participant minus the portion of the benefit that will be paid by former ANC Plan #051. The ANCG portion of the benefit will be based on service with ANCG and the ultimate negotiated benefit level as of the date of the transfer ($19.25). Service with both ANCG and PPPI combined will be used to determine eligibility for benefits.
Normal Form of Annuity		Actuarially reduced 50% J&S annuity if married, otherwise straight life.
Optional Forms of Payment		Joint and Survivor: 50%, 75%, and 100%. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.

Tubes Hourly Non-Union | **Lincoln Park** | **Contract Period: N/A**

Benefit	*Eligibility*	*Provision*
Normal Retirement	Age 65 with five years of service.	$17.50. Benefit service is frozen as of December 31, 2006. Participants continue to accrue service for eligibility and vesting purposes. The following table lists all benefit level changes in the past five years: **Effective Date** | **Benefit Level** 1/1/2001 | $17.50
Early Retirement		
Full	None.	N/A.
Reduced	None.	N/A.
Disability	None.	N/A.
Vesting	Five years of service.	Accrued benefit payable at normal retirement date.
Plant Closing/Layoff	None.	N/A.
Preretirement Spouse's Annuity	Five years of service.	Automatic Preretirement 50% Joint and Survivor coverage; benefits are deferred to normal retirement age.
ANCG Offset	Participants transferring from ANC to PPPI	Benefits payable for Lincoln Park will be equal to the total benefit payable to a participant minus the portion of the benefit that will be paid by former ANC Plan #110. The ANCG portion of the benefit will be based on service with ANCG and the ultimate negotiated benefit level as of the date of the transfer ($16.50). Service with both ANCG and PPPI combined will be used to determine eligibility for benefits.

Normal Form of Annuity	Actuarially reduced 50% J&S annuity if married, otherwise straight life.
Optional Forms of Payment	Joint and Survivor: 50%, 75%, and 100%. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.

Tubes Hourly Non-Union	**Washington, NJ Unorganized**	**Contract Period: N/A**
Benefit	***Eligibility***	***Provision***
Normal Retirement	Age 65 with five years of service.	$22.00. Benefit service is frozen as of December 31, 2006. Participants continue to accrue service for eligibility and vesting purposes. The following table lists all benefit level changes in the past five years: **Effective Date** | **Benefit Level** 1/1/2001 | $22.00
Early Retirement		
Full	Age 62 with 30 years of service.	Accrued benefit.
Reduced	Age 55 with ten years of service.	Accrued benefit, reduced ¼% per month before age 65 (before age 62 if more than 30 years of service).
Disability	Ten years of service.	Accrued benefit.
Vesting	Five years of service.	Accrued benefit payable at normal retirement date. Participants with at least 10 years of service at termination can commence before age 65. The accrued benefit is reduced ½% per month from age 65.
Plant Closing/Layoff	None.	N/A.
Preretirement Spouse's Annuity	Five years of service.	Automatic Preretirement 50% Joint and Survivor Coverage; benefits are deferred to earliest retirement age.

ANCG Offset	Participants transferring from ANC to PPPI	Benefits payable for Washington, NJ Unorganized will be equal to the total benefit payable to a participant minus the portion of the benefit that will be paid by former ANC Plan #111. The ANCG portion of the benefit will be based on service with ANCG and the ultimate negotiated benefit level as of the date of the transfer ($21.40). Service with both ANCG and PPPI combined will be used to determine eligibility for benefits.
Normal Form of Annuity		Actuarially reduced 50% J&S annuity if married, otherwise straight life.
Optional Forms of Payment		Joint and Survivor: 50%, 75%, and 100%. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.

Alcan Bargaining Employees of Illinois (Former PPPI Plan #006)

	Bargaining Employees of Illinois	**Contract Period: May 1, 2007 to April 30, 2010**
Benefit	***Eligibility***	***Provision***
Normal Retirement	Age 65.	$25.50. The following table lists all benefit level changes in the past five years:

Effective Date	Benefit Level
5/1/2009	$25.50
5/1/2008	$24.25
5/1/2007	$23.00
5/1/2006	$22.00
5/1/2004	$20.50

Early Retirement		
Full	None.	N/A.
Reduced	Age 55 with ten years of service.	Accrued benefit, reduced ½% per month before age 65.
Disability	Five years of service.	Accrued benefit, employee continues to accrue service until electing to receive benefit.
Vesting	Five years of service.	Accrued benefit payable at normal retirement date. Participants with at least 10 years of service at termination can commence before age 65. The accrued benefit is reduced ½% per month from age 65.
Plant Closing/Layoff	None.	N/A.
Preretirement Spouse's Annuity	Five years of service.	½ of accrued benefit.
Normal Form of Annuity		Actuarially reduced 50% J&S annuity if married, otherwise straight life.
Optional Forms of Payment		Joint and Survivor: 50%, 66 ⅔%, 75%, and 100%. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.

Plan Changes Since the Prior Year

The funding valuation reflects the following plan changes:

- The compensation limit under Section 401(a)(17) of the Internal Revenue Code changed from $265,000 to $270,000.
- The dollar limit under Section 415(b) of the Internal Revenue Code changed from $210,000 to $215,000.

Other Information to Fully and Fairly Disclose the Actuarial Position of the Plan

Due to software limitations with the electronic filing process, information filed electronically cannot be controlled by the Enrolled Actuary. The values on the signed Schedule SB will govern to the extent there are any differences in the entries filed electronically and the actual data contained on the signed Schedule SB.

Schedule SB Attachment (Form 5500)—2017 Plan Year
Rio Tinto Alcan Pension Plan U.S.
EIN: 41-2098316 PN: 001

Schedule SB, line 24—Change in Actuarial Assumptions

The funding valuation reflects the following assumption change:

- A change in the funding asset returns assumption from 6.81% to 6.65%.

This change was made to better reflect anticipated plan experience. The non-prescribed assumption change did not reduce the funding shortfall by more than $5 million; as such, approval of the Commissioner is not required.

Schedule SB Attachment (Form 5500)—2017 Plan Year
Rio Tinto Alcan Pension Plan U.S.
EIN: 41-2098316 PN: 001

Schedule SB, line 26—Schedule of Active Participant Data as of January 1, 2017

Number of Participants

Attained Age	Years of Credited Service									
	<1	1-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40+
<25										
25-29										
30-34										
35-39	3									
40-44	1		1							
45-49				1	2					
50-54	2					1				
55-59	1			1		3	1	2		
60-64	2		1	2	1		7	2	2	1
65-69	1					1		1		
70+										

N-40

Schedule SB Attachment (Form 5500)—2017 Plan Year
Rio Tinto Alcan Pension Plan U.S.
EIN: 41-2098316 PN: 001

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

The average retirement age shown in line 22 has been calculated by assuming the following retirement rates and no decrements other than retirement for this calculation. All retirements are assumed to occur at mid-year, except for the 100% retirement age.

(a) Age	(b) Rate	(c) Weight	(d) Product (a) × (b) × (c)
55.5	10.00%	1.0000	5.55
56.5	5.00%	0.9000	2.54
57.5	5.00%	0.8550	2.46
58.5	5.00%	0.8123	2.38
59.5	5.00%	0.7716	2.30
60.5	10.00%	0.7331	4.43
61.5	10.00%	0.6598	4.06
62.5	25.00%	0.5938	9.28
63.5	15.00%	0.4453	4.24
64.5	15.00%	0.3785	3.66
65.5	50.00%	0.3218	10.54
66.5	50.00%	0.1609	5.35
67.5	50.00%	0.0804	2.71
68.5	50.00%	0.0402	1.38
69.5	50.00%	0.0201	0.70
70	100.00%	0.0101	0.70
		Weighted Average	62.28

Schedule SB Attachment (Form 5500)—2017 Plan Year
Rio Tinto Alcan Pension Plan U.S.
EIN: 41-2098316 PN: 001

Schedule SB, line 24—Change in Actuarial Assumptions

The funding valuation reflects the following assumption change:

- A change in the funding asset returns assumption from 6.81% to 6.65%.

This change was made to better reflect anticipated plan experience. The non-prescribed assumption change did not reduce the funding shortfall by more than $5 million; as such, approval of the Commissioner is not required.

Schedule SB Attachment (Form 5500)—2017 Plan Year
Rio Tinto Alcan Pension Plan U.S.
EIN: 41-2098316 PN: 001

Schedule SB, line 26—Schedule of Active Participant Data as of January 1, 2017

Number of Participants

Attained Age	Years of Credited Service									
	<1	1-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40+
<25										
25-29										
30-34										
35-39	3									
40-44	1		1							
45-49				1	2					
50-54	2					1				
55-59	1			1		3	1	2		
60-64	2		1	2	1		7	2	2	1
65-69	1					1		1		
70+										

N-40

Schedule SB Attachment (Form 5500)—2017 Plan Year
Rio Tinto Alcan Pension Plan U.S.
EIN: 41-2098316 PN: 001

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

Interest Rates for Minimum Funding Purposes	Based on segment rates with a four-month lookback (as of September 2016), each adjusted as needed to fall within the 25-year average interest rate stabilization corridor
1st Segment Rate	4.16%
2nd Segment Rate	5.72%
3rd Segment Rate	6.48%
Interest Rates for Maximum Tax Purposes	Based on segment rates with a four-month lookback (as of September 2016), without regard to interest rate stabilization
1st Segment Rate	1.52%
2nd Segment Rate	3.80%
3rd Segment Rate	4.79%
Optional Payment Form Election	
Active and Vested Legacy ACPP Participants	20% 5-year certain and life annuity 50% joint and 50% survivor annuity 30% joint and 100% survivor annuity
Active PPPI and All Other Vested Participants	50% single life annuity 25% joint and 50% survivor annuity 25% joint and 100% survivor annuity
Optional Payment Form Conversion Interest Rate	6.00%
Optional Payment Form Conversion Mortality	Mortality table prescribed by Code Section 417e(3)
Retirement Age	
Active Participants accruing in ACPP	See Table 1
Active Participants accruing in the Rio Tinto America Plan (“RTA”)	See Table 1
Active PPPI Participants with known 2016 termination dates	100% retirement
Terminated Vested Participants	See Table 2
LTD Participants	Age 65

Mortality Rates	
Healthy and Disabled	2017 static mortality table for annuitants and non-annuitants per §1.430(h)(3)-1(e)
Withdrawal Rates	
Active Participants accruing in ACPP	See Table 3
Active Participants accruing in RTA	See Table 3
Active PPPI Participants with known 2017 termination date	100% withdrawal
Disability Rates	None
Decrement Timing	Middle of year decrements, with 100% retirement occurring at beginning of year
Surviving Spouse Benefit	It is assumed that 85% of males and 60% of females have an eligible spouse, and that males are three years older than their spouses.
Benefit and Compensation Limits	Projected benefits and compensation are limited by the current IRC section 415 maximum benefit of $215,000 and the IRC section 401(a)(17) compensation limit of $270,000.
Valuation of Plan Assets	Smoothed fair market value of assets over the current and prior two years, adjusted for contributions, benefit payments, administrative expenses, and expected earnings. The average value of assets calculated in this manner is further limited to not less than 90% nor more than 110% of fair market value. A characteristic of this method is that the expected distribution of the value of plan assets is skewed toward understatement relative to the corresponding market values for expected long-term rates of return in excess of the third segment rate under IRC section 430(h)(2)(C)(iii).
Expected Return on Assets	
2015 Plan Year	6.81%
2016 Plan Year	6.65%

Trust Expenses Included in Target Normal Cost	$2,061,293, based on the prior year's estimated plan administrative expenses (excluding PBGC premiums), plus estimated PBGC premiums for current year
Actuarial Method	Standard unit credit cost method
Valuation Date	January 1, 2017

Table 1

Retirement Rates - Actives

Age	Rate
55	10.00%
56	5.00%
57	5.00%
58	5.00%
59	5.00%
60	10.00%
61	10.00%
62	25.00%
63	15.00%
64	15.00%
65	50.00%
66	50.00%
67	50.00%
68	50.00%
69	50.00%
70+	100.00%

Table 2

Retirement Rates – Terminated Vested

Age	Rate
55	10.00%
56	5.00%
57	5.00%
58	5.00%
59	5.00%
60	10.00%
61	10.00%
62	15.00%
63	20.00%
64	15.00%
65+	100.00%

Table 3

Withdrawal Rates

	Years of Service	
Age	**0-4**	**5+**
25	17.00%	15.00%
26	16.40%	14.40%
27	15.80%	13.80%
28	15.20%	13.20%
29	14.60%	12.60%
30	14.00%	12.00%
31	13.60%	11.60%
32	13.20%	11.20%
33	12.80%	10.80%
34	12.40%	10.40%
35	12.00%	10.00%
36	11.60%	9.60%
37	11.20%	9.20%
38	10.80%	8.80%
39	10.40%	8.40%
40	10.00%	8.00%
41	9.60%	7.60%
42	9.20%	7.20%
43	8.80%	6.80%
44	8.40%	6.40%
45	8.00%	6.00%
46	7.40%	5.40%
47	6.80%	4.80%
48	6.20%	4.20%
49	5.60%	3.60%
50	5.00%	3.00%
51	4.40%	3.00%
52	4.40%	3.00%
53	4.40%	3.00%
54	4.40%	3.00%
55+	0.00%	0.00%

Schedule SB Attachment (Form 5500)—2017 Plan Year
Rio Tinto Alcan Pension Plan U.S.
EIN: 41-2098316 PN: 001

Schedule SB, Part V—Summary of Plan Provisions

Plan History

Following is a description of significant events that have occurred within the past ten years.

Effective December 31, 2006, the following plans merged into the Alcancorp Pension Plan:

- Alcan Pension Plan for Cleveland Hourly Employees,
- Alcan Pension Plan for Mt. Vernon Hourly Employees,
- Alcan Global Pharmaceutical Packaging Consolidated Service Retirement Plan,
- Alcan Global Pharmaceutical Packaging Salaried Employees Pension Plan, and;
- Pechiney Cast Plate Pension Plan for Union Employees.

Any benefits transferred from the merged plans into the Alcancorp Pension Plan shall be determined under the terms of the respective plans as of December 31, 2006. As of January 1, 2011, all participants from the merged plans are inactive.

Effective December 31, 2011, all benefit accruals are frozen for certain Cable unit employees. Benefit Service and Social Security Covered Compensation are frozen as of December 31, 2011. Highest Average Earnings shall not include earnings during 2011 or any subsequent years. Members who are affected are “Non-Grandfathered Cable Unit Members” and include participating employees that do not meet the following criteria:

- age 45 and ten years of Benefit Service, or;
- age 55 and nine years of Benefit Service or ten years of Eligibility Service.

All other Cable unit employees are “Grandfathered Cable Unit Members” and continue to accrue benefits. This includes any Cable unit employee on long-term disability or severance.

Effective December 31, 2011, all benefit accruals under the Alcancorp Plan formula are frozen for Salaried Sebree and Cleveland employees. These participants start to accrue benefits under the Rio Tinto America Plan formula for service after December 31, 2011. The December 31, 2011 frozen benefit is increased by the percentage increase of the Final Average Earnings (as defined under the Rio Tinto America formula), over the participant’s Highest Average Earnings (as defined under the Alcancorp formula) at December 31, 2011.

Effective December 31, 2011, any PPPI employee who was a participant of the Alcan Combined Pension Plan as of December 31, 2011 shall become a participant of the Alcancorp Pension Plan as of January 1, 2012. For these participants, the benefit payable from the Alcancorp Pension Plan is equal to the benefit accrued under the Alcan Combined formula using all years of service and pay prior to termination, and offset by the benefit accrued under the Alcan Combined formula as of December 31, 2011.

The Specialty Aluminas business unit was sold in August 2012 and the Cable business unit was sold on September 4, 2012. For participants with ongoing accruals, any accruals in the plan have ceased as of the date of sale. Any participants that were terminated as a result of the sales with less than five years of

service have been vested in their benefit. Participants that were on LTD at the time of the sale will continue to earn future service accruals from the Alcancorp Pension Plan.

As of September 30, 2012, accruals for Cleveland participants were frozen in the Alcancorp Pension Plan. These participants transferred to the Rio Tinto America Plan on October 1, 2012. The Rio Tinto America Plan provides future accruals and pay growth on the past service frozen benefit from the Alcancorp Plan.

Any remaining Cable, PPPI and LTD participants in the Alcancorp Pension Plan as of December 31, 2012 have transferred to the Rio Tinto America Plan. Accruals in the Alcancorp Pension Plan have ceased as of December 31, 2012 for these participants. The Rio Tinto America Plan provides future accruals and pay growth on the past service benefit from the Alcancorp Plan, as applicable.

As of July 1, 2013, accruals were frozen for all remaining participants.

Effective December 31, 2013, the Alcan Combined Pension Plan was merged into the Alcancorp Pension Plan, and the merged plan was renamed the Rio Tinto Alcan Pension Plan (U.S.). The January 1, 2014 funding valuation reflects the benefit liabilities and plan assets of the Alcan Combined Pension Plan that merged into the Rio Tinto Alcan Pension Plan (U.S.) on December 31, 2013.

As of November 6, 2017, all participants who were part of the annuity contract purchase that occurred on October 31, 2017 are no longer participants under the plan. However, they are still included in the 2017 funding valuation since they were participants in the plan as of the valuation date.

Plan Provisions – Legacy Alcancorp Pension Plan

Effective Date	July 1, 1964
Effective Date of Most Recent Amendment	January 1, 2014; provides for a one-time lump sum offer for terminated vested participants terminated prior to January 1, 2014.
Participants Accruing Under Formula	As of January 1, 2012: Active Cable, Sebree Salaried and Cleveland Salaried employees that were Alcancorp Pension Plan Participants before 2012. Plan provisions below are for the pre-2012 accrued benefit for this group. As of September 4, 2012: The Specialty Aluminas and Cable business units were sold. Accruals for this group are frozen in the Alcancorp Pension Plan. As of September 30, 2012: Cleveland Salaried employees transferred to the Rio Tinto America Plan. Accruals for this group are frozen in the Alcancorp Pension Plan. As of December 31, 2012: Accruals for any remaining PPPI, Cable and LTD participants cease. These participants accrue in the Rio Tinto America Plan for post-2012 service. Inactive Alcancorp Pension Plan participants that were former Cleveland Hourly, Mt. Vernon Hourly, Pharma Hourly, Pharma Salaried or Pechiney Cast Plate Salaried and Hourly employees have accrued benefits under the terms of the respective legacy plan. As of July 1, 2013: Accruals are frozen for all remaining ACPP participants.
Participation	All regular full time employees who are not represented by a collective bargaining agreement Other employees are eligible after completing a 12-month period of employment in which the employee has 1,000 hours of service or more Participation is closed to new hires as of January 1, 2012

Freeze Dates	Benefit accruals are frozen for non-grandfathered Cable participants effective December 31, 2011 Benefit accruals under the Alcancorp formula are frozen for Sebree and Cleveland Salaried participants effective December 31, 2011, but are increased by the percentage increase of the Final Average Earnings (as defined under the Rio Tinto America formula), over the participant's Highest Average Earnings at December 31, 2011 (as defined under the Alcancorp formula). These participants accrue under the Rio Tinto America Plan formula for post-2011 benefit service. All benefit accruals from the Alcancorp Pension Plan are frozen for Cleveland participants effective September 30, 2012. Benefit accruals for all remaining Alcancorp Pension Plan participants are frozen effective July 1, 2013.
Date of Participation	First of month following date of hire for regular full time employees
Normal Retirement Eligibility	Age 65 and five years of Eligibility Service
Total Benefit	A monthly benefit equal to (a) plus (b) plus (c) below: (a) 45% of Highest Average Earnings (b) 15% of Highest Average Earnings in excess of the Social Security Covered Compensation (c) 0.25% of Highest Average Earnings times the number of Unused Months If the participant has fewer than 35 years of Benefit Service, then the monthly benefit amount will be multiplied by the participant's Benefit Service and divided by 35
Accrued Benefit "Ratchet"	In no event will the total benefit amount above be less than the total benefit calculated as of any prior March 1

Frozen Sebree and Cleveland Benefit	The benefit under the Alcancorp formula for Sebree and Cleveland participants is determined as the greater of (a) and (b) below: (a) Accrued benefit as of December 31, 2011 using Benefit Service and Highest Average Earnings as of December 31, 2011 (*based on Earnings through December 31, 2010*), plus the Highest Average Earnings make-up (Part (c) above), increased by the percentage increase of the Final Average Earnings under the Rio Tinto formula at termination over the Highest Average Earnings at December 31, 2011, if any. (b) Accrued benefit as of December 31, 2011 using Benefit Service and Highest Average Earnings as of December 31, 2011 (*based on Earnings through December 31, 2011*), increased by the percentage increase of the Final Average Earnings under the Rio Tinto formula at termination over the Highest Average Earnings at December 31, 2011, if any.
Prior Plan Offsets	If Benefit Service includes service from other company sources and the prior plan benefit is not payable from the Alcancorp Trust, the total benefit amount above is offset by any such benefit. The offset amount cannot exceed the benefit amount that would be accrued had only Benefit Service giving rise to the offset were used in determining the total benefit.
Early Retirement	
Eligibility	Age 55 and five years of Eligibility Service, or when age plus Eligibility Service is at least 75
Total Benefit	The accrued normal retirement benefit multiplied by the appropriate age-based factor below:

Age	Factor
65	1.00
64	0.99
63	0.97
62	0.94
61	0.90
Below 60	In steps of .04

Late Retirement	
Eligibility	After age 65 with five years of Eligibility Service
Total Benefit	The normal retirement benefit actuarially increased beyond the normal retirement date.
Vested Termination	
Eligibility	Five years of Eligibility Service
Total Benefit	The normal retirement benefit accrued at date of termination, commencing at age 65. The participant may elect for benefits to start before age 65, with benefits reduced by the early retirement reduction factors above.
Cable and Specialty Aluminas	Any Cable and Specialty Aluminas participants affected by the sales are immediately vested in their benefit
All active participants	All remaining active participants as of July 1, 2013 are immediately vested as a result of the plan freeze
Preretirement Death	
Eligibility	Any vested participant or participant eligible for early retirement, and married to an eligible spouse
Total Benefit	For a participant who is eligible for early or normal retirement, the benefit is an immediate annuity to the surviving spouse equal to 50% of the monthly benefit the participant would have been entitled to had he retired the day before his death and elected the 50% J&S option. For all other vested participants, the benefit is a deferred annuity to the surviving spouse equal to 50% of the monthly benefit that the participant would have been entitled to had he terminated employment on the date of his death, survived to the earliest retirement age, elected the 50% J&S option, and then died the following day.
Disability Retirement	
Eligibility	Eligible for a medical leave of absence
Total Benefit	The normal retirement benefit, computed using Benefit Service that continues to accrue during disability leave

Normal Form of Benefit	50% J&S annuity if married, otherwise 5 year certain and life annuity. For married participants, the normal form of benefit is actuarially reduced if the spouse is 10 years younger
Optional Forms of Payment	A retiring participant may also elect other optional forms of payment on an actuarially equivalent basis. The options include: ▪ Full Benefit Joint and Survivor Annuity: Payable for life of participant with an amount less than 50% payable to the spouse upon the participant's death. Only available if spouse is more than 10 years younger. The participant's benefit is not reduced for payment form. ▪ Continuing Income Joint and Survivor Annuity: Payable for life of participant with a chosen percent (1-100%) payable to the beneficiary upon the participant's death. ▪ A level income option for retirement prior to commencement of Social Security benefits. ▪ Lump sum if monthly retirement benefit is less than $100. ▪ Participants with accrued benefits from prior plans may have different optional forms Most optional forms are based on the 1951 Group Annuity Table projected to 1966 with a 5 year setback for beneficiaries, and 6.00% interest. Certain prior plans use different actuarial equivalence for benefits accrued in those plans.
Benefit Limits	Effective January 1, 2002, EGTRRA increased the Internal Revenue Code section 415 limit to $160,000 and the limit on compensation to $200,000. The $200,000 pay limit was applied retroactively for participants who were active as of January 1, 2002.
Definitions	
Eligibility Service	All aggregated periods of service based on the elapsed time method, as allowable by law. Partial years are rounded to the next higher whole number of years.
Benefit Service	Includes full years and completed months of service included in Eligibility Service. Excludes any period of service when the employee refused to make required

	contributions, and periods of service in certain affiliated companies for participants that transferred into the Plan.
Earnings	Regular base pay, incentive program pay, overtime and other premium pay, certain lump sum payments payable in lieu of salary or wage increases, pay under any plan of variable compensation and 401(k), Section 125 and Section 132(f)(4) deferrals
Highest Average Earnings	A participant's annual Earnings for the highest three consecutive calendar years ending at least three months before normal retirement or earlier termination, divided by 35
Social Security Covered Compensation	Average of the Social Security Tax Bases for the 35 year period beginning with the date in which Highest Average Earnings are calculated.
Unused Months	The number of months included in Benefit Service that cannot be included in the period used to determine Highest Average Earnings. The number of Unused Months is based on the date benefit service stops, according to the following table:

Date Benefit Service Stops	Unused Months
January 1	12
February 1	13
March 1	14
April 1	3
May 1	4
June 1	5
July 1	6
August 1	7
September 1	8
October 1	9
November 1	10
December 1	11

Plan Provisions – Rio Tinto America Plan Formula

Participants Accruing Under Formula

Sebree and Cleveland Salaried Participants that are active as of January 1, 2012 accrue their post-2011 benefit under the Rio Tinto America Plan formula

Accruals for Cleveland participants are frozen as of September 30, 2012 in the Alcancorp Pension Plan

Normal Retirement

Eligibility

Age 65.

Total Benefit

A monthly benefit equal to (a) plus (b) below, multiplied by post-2011 Benefit Service:

(a) 1% of Final Average Earnings up to Social Security Covered Compensation.

(b) 1.667% of Final Average Earnings in excess of Social Security Covered Compensation.

Early Retirement

Total Benefit

For terminations after completion of 5 years of Eligibility Service, the accrued normal retirement benefit is multiplied by the appropriate age-based factor below:

Age	Factor	Age	Factor
65	1.00	59	0.76
64	0.96	58	0.72
63	0.92	57	0.68
62	0.88	56	0.64
61	0.84	55	0.60
60	0.80		

For terminations after completion of 10 years of Eligibility Service, the accrued normal retirement benefit is multiplied by the appropriate age-based factor below:

Age	Factor	Age	Factor
65	1.00	59	0.88
64	1.00	58	0.84
63	1.00	57	0.80
62	1.00	56	0.76
61	0.96	55	0.72
60	0.92		

Vested Termination	
Eligibility	Five years of Eligibility Service or age 65.
Total Benefit	The normal retirement benefit accrued at termination, commencing at age 65. The participant may elect for benefits to start after age 55, with benefits reduced by the early retirement factors for retirement with less than 10 years of service.
Normal Form of Benefit	50% J&S annuity if married, otherwise a life annuity.
Optional Forms of Payment	Sebree and Cleveland retiring participant may also elect other optional forms of payment on an actuarially equivalent basis. These options include: ▪ 50%, 66.67%, 75%, or 100% joint and survivor annuities, ▪ 5 year certain and life annuity, ▪ level income option for retirement prior to commencement of Social Security benefits, and ▪ lump sum, if monthly benefit is $100 or less. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.
Definitions	
Final Average Earnings	Average of the highest Eligible Earnings in the 36 consecutive months out of the last 120 months of service, excluding earnings before January 1, 2012 are not counted.
Eligible Earnings	Base pay and 50% of any short-term bonus. Base pay means total earnings including deferred base pay, lump sum merit pay, pre-tax 401(k) or cafeteria plan contributions, but excluding overtime, severance pay, bonuses, and extraordinary items.
Social Security Covered Compensation	The average amount of earnings under the Social Security Act equal to the average of the maximum Taxable Wage Base in each year that would be used to calculate the Social Security benefit for a participant retiring at his Social Security Retirement Age.

Plan Provisions – Alcan Combined Pension Plan Formula

Participants Accruing Under Formula	PPPI participants that are active as of January 1, 2012 Benefit payable from the Alcancorp Pension Plan is equal to the benefit accrued under the Alcan Combined formula using all years of service and pay prior to termination, and offset by the benefit accrued under the Alcan Combined Pension Plan as of December 31, 2011. PPPI participants transferred to the Rio Tinto America Plan on January 1, 2012
ANCG Offset for PPPI Employees Transferring from ANC	Benefits payable from the Plan will be equal to the Total Benefit payable to a participant minus the portion of the benefit that will be paid by former ANC Plan #020. The ANCG portion of the benefit will be based on service with ANCG and the Highest Average Salary upon termination from PPPI. Highest Average Salary for the ANCG portion of the benefit is limited to an average of 5% increases from the ANCG Highest Average Salary at the time of participant transfer. Eligibility for benefits is based on combined service with PPPI and ANCG.
Eligibility by Group	
Blue	For Non-Cebal Tubes Americas Participants: Hired before January 1, 2005 and age plus service total was 50 or more as of December 31, 2006 For Cebal Tubes Americas Participants: Hired before January 1, 2005 and age plus service total was 55 or more as of December 31, 2006
Green	Hired before January 1, 2005 and age plus service total is less than 50 for non-Cebal participants and less than 55 for Cebal participants as of December 31, 2006.
Yellow	Hired by Alcan on or after January 1, 2005.
Orange	Hired before January 1, 2005 and a former Lawson Mardon employee.

Normal Retirement—Blue Participants

Eligibility	Age 65.
Total Benefit	A monthly benefit equal to (a) reduced by (b), plus (c) below: (a) 1.5% of the Participant's Highest Average Salary times Service not in excess of 35 years. (b) 1.5% of the Participant's Primary Social Security Benefit times Service covered by (a) that occur after December 31, 1978. (c) 1% of the Participant's Highest Average Salary times Service in excess of 35 years, if any. In no event shall the monthly retirement benefit be less than the benefit accrued at December 31, 1988 from the American National Can Group Retirement Plan for Salaried Employees—Plan 1 or Plan 2, or the Guardian Packaging Corporation Retirement Plan for Salaried Employees if a participant was formerly a participant in any of these plans. Various divisions acquired by American National Can Group are subject to a past service date before which credit for service for benefit accrual purposes is not granted.

Early Retirement—Blue Participants

Eligibility	Age 55 and five years of vesting service.
Total Benefit	A monthly benefit equal to (a) reduced by (b), plus (c) below: (a) 1.5% of the participant's highest average salary times service not in excess of 35 years. Such amount shall be reduced by ¼ of 1% for each month by which the benefit commencement date precedes age 62. Such reduction shall not apply if the participant retires after age 60 with at least 30 years of service. (b) 1.5% of the participant's primary social security benefit times service covered by (a) that occur after December 31, 1978. Such amount shall be reduced by 1/180th for the first 60 months and 1/360th for the next 60 months by which the benefit commencement date precedes normal retirement date.

(c) 1.0% of the participant's highest average salary times service in excess of 35 years, if any. Such amount shall be reduced by ¼ of 1% for each month by which the benefit commencement date precedes age 62. Such reduction shall not apply if the participant retires after age 60 with at least 30 years of service.

Late Retirement—Blue Participants

Eligibility	Age 65.
Total Benefit	The normal retirement benefit, computed using highest average salary and service to actual date of retirement.

Deferred Vested—Blue Participants Retirement

Eligibility	Five years of vesting service.
Total Benefit	Normal retirement benefit accrued to date of termination commencing at age 65 or reduced by ½ of 1% for each month the first payment precedes the employee's normal retirement date.

Normal Retirement—Green Participants

Eligibility	Age 65.
Total Benefit	A monthly benefit equal to (a) plus (b) below: (a) Normal retirement formula payable to Blue participants with service frozen as of December 31, 2006 and pay based on Highest Average Salary at retirement and the participant's primary social security benefit at retirement. (b) 1.5% of career average pay times service with pay and benefit service beginning on January 1, 2007.

Early Retirement—Green Participants

Eligibility	Age 55 and five years of vesting service.
Total Benefit	A monthly benefit equal to (a) plus (b) below: (a) Early retirement formula payable to Blue participants with service frozen as of December 31, 2006 and pay based on Highest Average Salary at termination. (b) 1.5% of career average pay times service with pay and benefit service beginning on January 1, 2007. Such

	amount shall be actuarially reduced from age 65 for early commencement.

Late Retirement—Green Participants

Eligibility	Age 65.
Total Benefit	The normal retirement benefit, computed using salary and service at actual date of retirement.

Deferred Vested—Green Participants

Eligibility	Five years of vesting service.
Total Benefit	The normal retirement benefit accrued to date of termination commencing at age 65. If the benefit commences before age 65, the portion of the benefit payable under the Blue formula is reduced by ½ or 1% for each month the first payment precedes the employee's normal retirement date, and the portion of the benefit payable under the career average formula is actuarially reduced for early commencement.

Normal Retirement—Yellow and Orange Participants

Eligibility	Age 65.
Total Benefit	A monthly benefit equal to 1.5% of career average pay times benefit service. Benefit service begins at later of January 1, 2006 and date of hire for Plastics (Flex Salaried) and Orange (Former Lawson Mardon and Shelbyville Pharma) participants. Benefit service begins at later of January 1, 2005 and date of hire for all other yellow participants.

Early Retirement—Yellow and Orange Participants

Eligibility	Age 60 and five years of vesting service.
Total Benefit	Normal retirement benefit actuarially reduced from age 65 for early commencement.

Late Retirement—Yellow and Orange Participants

Eligibility	Age 65.
Total Benefit	The normal retirement, computed using salary and service at actual date of retirement.

Deferred Vested Retirement—Yellow and Orange Participants	
Eligibility	Five years of vesting service.
Total Benefit	The normal retirement benefit accrued to date of termination commencing at age 65 or actuarially reduced for commencement before age 65.
Disability Retirement—All Participants	
Eligibility	Entitled to benefits under the Company's Long-Term Disability (LTD) Plan and disability benefits under provisions of the Social Security Act.
Total Benefit	Participants with a date of disability before January 1, 2007 continue to accrue benefit service through the earlier of age 65 or the date their disability ends. Post-2011 benefit service for this group is accrued in the Alcancorp Pension Plan.
Preretirement Spouse's Annuity	
Eligibility	Any vested participant (active or terminated).
Total Benefit	For a participant who is eligible for early or normal retirement, the benefit is an immediate annuity to the surviving spouse equal to 50% of the monthly benefit the participant would have been entitled to had he retired the day before his death and elected the 50% J&S option. For all other vested participants, the benefit is a deferred annuity to the surviving spouse equal to 50% of the monthly benefit the participant would have been entitled to had he terminated employment on the date of his death, survived to early retirement age, elected the 50% J&S option, and then died the following day.
ANCG Offset	The ANCG portion of the benefit will be based on service with ANCG and the Highest Average Salary upon death or termination from PPPI, whichever comes earlier. Highest Average Salary for the ANCG portion of the benefit is limited to an average of 5% increases from ANCG Highest Average Salary at the time of participant transfer.
Normal Form of Annuity	Actuarially reduced 50% J&S annuity if married, otherwise straight life.

Optional Forms of Payment	Joint and Survivor: 50%, 66 ⅔%, 75%, 100%. Certain & Life: 5-year, 10-year. Lump sum if monthly retirement benefit is $100 or less. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.
Highest Average Salary	The average monthly compensation for the 60 consecutive months of service affording the highest such average monthly compensation.
Primary Social Security Benefit	The monthly amount to which an employee is or would be entitled, assuming that he would continue to receive, until he reached 65, compensation at the same rate as in effect on the date of termination.

Past Service Limitation:

	Division	Location	Past Service Date
For Former NCC Salaried Plan 2 Locations:	Dura-Closure	Hutchinson	08/19/1974
		Consolidated Cork	02/25/1971
		Bedford Park, CA	03/01/1980
		Bernardin, IN	03/06/1980
	NCC-Glass	Oil City	08/11/1969
		Shawmut	08/31/1970
		Kerr	09/19/1983
	NCC-MCD Plastic Container Division	Kaiser	03/07/1983 08/01/1979
For ANC Salaried Plan Locations:	Color-Ad		04/01/1988
	Ludlow		12/01/1987
	Longview		01/11/1991
	Winston-Salem		07/01/1993
	Asheville		04/01/1995
For PPPI Salaried Plan Locations:	Kenpak		01/01/2000
	JPS		07/01/2001
	Phoenix		02/02/2002

Compensation	Compensation shall include base salary, 401(k) or section 125 salary reductions, overtime, commissions and shift premium payments, and non-deferred incentive awards paid during the year. Compensation does not include any flexible amount regardless of whether received in cash.

Effective January 1, 2002, EGTRRA increased the Internal Revenue Code section 415 limit to $160,000 and the limit on compensation to $200,000. The $200,000 pay limit was applied retroactively for participants who were active as of January 1, 2002.

Special Provisions Applicable to Former Nonhighly-Compensated Members of the American National Can Group Retirement Plan for Salaried Employees—Plan 1 (i.e., former ACPI Salaried Plan)

Note: Eligibility for these special provisions is based on service in the ANCG Salaried Plan, but the actual monthly retirement benefit and the annual salary is based on accredited service and salary as of December 31, 1988 (under the terms of the ACPI Salaried Plan then in effect).

PPPI assumes all liabilities under the ANC 25-Year Survivorship and ANCG 10-Year Survivorship Plan in respect to PPPI employees transferring from ANC.

Survivor Income Benefit

Eligibility	The following requirements must be met at death: ▪ Hired before January 1, 1979 ▪ Ten years of service ▪ Employee is active, on leave, on long-term or short-term disability, and ▪ Not covered by the Survivorship Benefit.
Total Benefit	For death before age 55: a monthly benefit of $100 payable to the employee's age 55. After the employee's age 55, a monthly benefit equal to the greatest of $100, 15% of the monthly retirement benefit (as if retired on date of death), or the Preretirement Spouse's Benefit. For death after age 55: a monthly benefit equal to the greatest of $100, 15% of the monthly retirement benefit (as if retired on date of death), or the Preretirement Spouse's Benefit.

Survivorship Benefit

Eligibility	The following requirements must be met at death: Employed on or before April 30, 1975 25 years of service before age 65, and Either active, on long-term or short-term disability, or an early retiree (does not include vested terminations).
Total Benefit	An amount calculated from a benefit base of two times frozen annual salary (base pay plus salary reductions only). If the benefit base is greater than $5,000, the amount shall be paid in monthly installments to a beneficiary in such amounts as would have been payable had the benefit base been used to purchase a straight life annuity from an insurance company.

Covered Work Force Realignment	An employee separated due to work force realignment and covered by the severance pay provisions may be eligible for special retirement benefits if certain other conditions are met (employed on August 31, 1985, at least age 50, and eight years of accredited service at separation).
Employee Contributions	None required since 1972.
Other Workforce Reductions	Any subsidy or enhancement granted to PPPI employees as part of a workforce reduction will be PPPI's responsibility. In other words, the ANC Former Plan #020 will not provide additional benefits due to workforce reduction initiatives.
Commencement of Benefits	PPPI employees may not commence benefits (ANCG or PPPI benefits) until they have terminated or retired from PPPI.

Alcan Plastic Division Hourly Non-Union Participants (Former PPPI Plan #002)

Plastics Hourly Non-Union	**Bellevue**	**Contract Period: N/A**
Benefit	***Eligibility***	***Provision***
Normal Retirement	Age 65.	Bellevue — $28.00 (Sold during 2006). Asheville — $19.00 per year of credited service after April 1, 1995. The following table lists all benefit level changes in the past five years:
Early Retirement		
Full	None.	N/A.
Reduced	Age 55 with ten years of service.	Accrued benefit, reduced ½% per month before age 65.
Disability	Fifteen years of service.	Accrued benefit.
Vesting	Five years of service.	Accrued benefit payable at normal retirement date. Participants with at least 10 years of service at termination can commence before age 65. The accrued benefit is reduced ½% per month from age 65.
Plant Closing/Layoff	None.	N/A.
Preretirement Spouse's Annuity	Five years of service.	Automatic Preretirement 50% Joint and Survivor Coverage; benefits are deferred to earliest retirement age.

	Benefit Level
Effective Date	**Bellevue**
1/1/2006	$28.00
1/1/2005	$27.00
1/1/2004	$26.00
1/1/2003	$24.50
1/1/2002	$23.50

ANCG Offset	Participants transferring from ANC to PPPI	Benefits payable will be equal to the total benefit payable to a participant minus the portion of the benefit that will be paid by former ANC Plan #177. The ANCG portion of the benefit will be based on service with ANCG and the ultimate negotiated benefit level as of the date of the transfer ($20.50 for Bellevue and $19.00 for Asheville). Service with both ANCG and PPPI combined will be used to determine eligibility for benefits.
Normal Form of Annuity		Actuarially reduced 50% J&S annuity if married, otherwise straight life.
Optional Forms of Payment		Joint and Survivor: 50%, 75% and 100%. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.

Alcan Food Packaging Hourly Union Participants (Former PPPI Plan # 003)

Plastics Hourly Union	**Joint GCIU**	**Contract Period: July 1, 2007 to June 30, 2010**
Benefit	***Eligibility***	***Provision***
Normal Retirement	Age 65.	$37.00. Increases apply to retirees who retire on or after July 1, 2007. The following table lists all benefit level changes in the past five years: **Effective Date** / **Benefit Level** 7/1/2009 — $37.00 7/1/2008 — $36.50 7/1/2007 — $36.00 7/1/2006 — $35.00 7/1/2005 — $34.00
Early Retirement		
Full	Age 62 with 15 years of service.	Accrued benefit.
Reduced	Age 55 with 15 years of service.	Accrued benefit, reduced ½% per month before age 62.
Disability	Fifteen years of service.	Accrued benefit.
Vesting	Five years of service.	Accrued benefit payable at normal retirement date. Participants with at least 15 years of service at termination can commence before age 65. The accrued benefit is reduced ½% per month from age 65.
Plant Closing/Layoff	None.	N/A.
Preretirement Spouse's Annuity	Five years of service.	Automatic Preretirement 50% Joint and Survivor Coverage; minimum monthly benefit of $100; benefits are deferred to earliest retirement age.

ANCG Offset	Participants transferring from ANC to PPPI	Benefits payable for Joint GCIU will be equal to the total benefit payable to a participant minus the portion of the benefit that will be paid by former ANC Plan #067. The ANCG portion of the benefit will be based on service with ANCG and the ultimate negotiated benefit level as of the date of the transfer ($29.50). Service with both ANCG and PPPI combined will be used to determine eligibility for benefits.
Normal Form of Annuity		Actuarially reduced 50% J&S annuity if married, otherwise straight life.
Optional Forms of Payment		Joint and Survivor: 50%, 75%, and 100%. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.

Plastics Hourly Union	**Joint UPIU (PACE)**	**Contract Period: August 1, 2006 to July 31, 2009**
Benefit	***Eligibility***	***Provision***
Normal Retirement	Age 65.	$36.25. Increases apply to retirees who retire on or after August 1, 2006. The following table lists all benefit level changes in the past five years:
Early Retirement		
Full	Age 62 with 15 years of service.	Accrued benefit.
Reduced	Age 55 with 15 years of service.	Accrued benefit, reduced ½% per month before age 62.
Disability	Fifteen years of service.	Accrued benefit.
Vesting	Five years of service.	Accrued benefit payable at normal retirement date. Participants with at least 15 years of service at termination can commence before age 65. The accrued benefit is reduced ½% per month from age 65.
Plant Closing/Layoff	None.	N/A.
Preretirement Spouse's Annuity	Five years of service.	Automatic Preretirement 50% Joint and Survivor Coverage; minimum monthly benefit of $100; benefits are deferred to earliest retirement age.

Effective Date	Benefit Level
8/1/2008	$36.25
8/1/2007	$35.50
8/1/2006	$34.75
8/1/2005	$34.00
8/1/2004	$33.00

ANCG Offset	Participants transferring from ANC to PPPI	Benefits payable for Joint UPIU (PACE) will be equal to the total benefit payable to a participant minus the portion of the benefit that will be paid by former ANC Plan #068. The ANCG portion of the benefit will be based on service with ANCG and the ultimate negotiated benefit level as of the date of the transfer ($28.50). Service with both ANCG and PPPI combined will be used to determine eligibility for benefits.
Normal Form of Annuity		Actuarially reduced 50% J&S annuity if married, otherwise straight life.
Optional Forms of Payment		Joint and Survivor: 50%, 75% and 100%. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.

Plastics Hourly Union	**Menasha IAM**	**Contract Period: October 1, 2006 to September 30, 2009**
Benefit	***Eligibility***	***Provision***
Normal Retirement	Age 65.	$36.25. Increases apply to retirees who retire on or after October 1, 2006. The following table lists all benefit level changes in the past five years: **Effective Date** / **Benefit Level** 10/1/2008 — $36.25 10/1/2007 — $35.50 10/1/2006 — $34.75 10/1/2005 — $34.00 10/1/2004 — $33.00
Early Retirement		
Full	Age 62 with 15 years of service.	Accrued benefit.
Reduced	Age 55 with 15 years of service.	Accrued benefit, reduced ½% per month before age 62.
Disability	Fifteen years of service.	Accrued benefit.
Vesting	Five years of service.	Accrued benefit payable at normal retirement date. Participants with at least 15 years of service at termination can commence before age 65. The accrued benefit is reduced ½% per month from age 65.
Plant Closing/Layoff	None.	N/A.
Preretirement Spouse's Annuity	Five years of service.	Automatic Preretirement 50% Joint and Survivor Coverage; minimum monthly benefit of $100; benefits are deferred to earliest retirement age.

ANCG Offset	Participants transferring from ANC to PPPI	Benefits payable for Menasha IAM will be equal to the total benefit payable to a participant minus the portion of the benefit that will be paid by former ANC Plan #069. The ANCG portion of the benefit will be based on service with ANCG and the ultimate negotiated benefit level as of the date of the transfer ($28.50). Service with both ANCG and PPPI combined will be used to determine eligibility for benefits.
Normal Form of Annuity		Actuarially reduced 50% J&S annuity if married, otherwise straight life.
Optional Forms of Payment		Joint and Survivor: 50%, 75% and 100%. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.

Plastics Hourly Union	**St. Louis Park (Color Ad) Hourly**	**Contract Period: March 1, 2008 to February 28, 2011**
Benefit	***Eligibility***	***Provision***
Normal Retirement	Age 65.	$26.00 times service after January 1, 1990 plus $10.00 times service prior to January 1, 1990. The following table lists all benefit level changes in the past five years: **Effective Date** / **Benefit Level** 1/1/2010 — $26.00 times service after 1/1/1990 1/1/2009 — $25.00 times service after 1/1/1990 1/1/2008 — $24.00 times service after 1/1/1990 1/1/2007 — $23.00 times service after 1/1/1990 1/1/2005 — $22.00 times service after 1/1/1990
Early Retirement		
Full	None.	N/A.
Reduced	None.	N/A.
Disability	None.	N/A.
Vesting	$26 future service benefit—five years of service after January 1, 1990. $10 past service benefit—20% per year of service after January 1, 1990	Accrued benefit payable at normal retirement date.
Plant Closing/Layoff	None.	N/A.
Preretirement Spouse's Annuity	Five years of service.	Automatic Preretirement 50% Joint and Survivor Coverage; benefits are deferred to earliest retirement age.

ANCG Offset	Participants transferring from ANC to PPPI	Benefits payable for St. Louis Park (Color-Ad) will be equal to the total benefit payable to a participant minus the portion of the benefit that will be paid by former ANC Plan #163. The ANCG portion of the benefit will be based on service with ANCG and the ultimate negotiated benefit level as of the date of the transfer ($10.00 times service prior to January 1, 1990 plus $19.00 times service after January 1, 1990). Service with both ANCG and PPPI combined will be used to determine eligibility for benefits.
Normal Form of Annuity		Actuarially reduced 50% J&S annuity if married, otherwise straight life.
Optional Forms of Payment		Joint and Survivor: 50%, and 75%. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.

Plastics Hourly Union	**Minneapolis GCIU**	**Contract Period: May 1, 1997 to April 30, 2000**
Benefit	***Eligibility***	***Provision***
Normal Retirement	Age 65.	$26.50 per year of credited service after May 1, 1985 and before January 1, 2001. Employees have a frozen pension benefit effective December 31, 2000 with continuing eligibility for normal retirement, early retirement, and vesting.
Early Retirement		
Full	None.	N/A.
Reduced	Age 55 with ten years of service.	Accrued benefit, reduced 2/5% per month before age 65.
Disability	Ten years of service.	Accrued benefit.
Vesting	Five years of service.	Accrued benefit payable at normal retirement date. Participants with at least 10 years of service at termination can commence before age 65. The accrued benefit is reduced 2/5% per month from age 65.
Plant Closing/Layoff	None.	N/A.
Preretirement Spouse's Annuity	Five years of service.	Automatic Preretirement 50% Joint and Survivor Coverage; benefits are deferred to earliest retirement age.
ANCG Offset	Participants transferring from ANC to PPPI	Benefits payable for Minneapolis GCIU will be equal to the total benefit payable to a participant minus the portion of the benefit that will be paid by former ANC Plan #174. The ANCG portion of the benefit will be based on service with ANCG and the ultimate negotiated benefit level as of the date of the transfer ($26.50 times service after May 1, 1985). Service with both ANCG and PPPI combined will be used to determine eligibility for benefits.

Normal Form of Annuity	Actuarially reduced 50% J&S annuity if married, otherwise straight life.
Optional Forms of Payment	Joint and Survivor: 25%, 50%, 75%, and 100%. 10-Year Certain & Life. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.

Plastics Hourly Union	**Jaite Packaging Services**	**Contract Period: March 1, 2009 to February 29, 2012**
Benefit	***Eligibility***	***Provision***
Normal Retirement	Age 65.	$33.25. The following table lists all benefit level changes in the past five years:
Disability	Five years of service.	Accrued benefit.
Early Retirement		
Full	None.	N/A.
Reduced	Age 55 with five years of service.	Accrued benefit, reduced ½% per month before age 65.
Vesting	Five years of service.	Accrued benefit payable at normal retirement date. If participants commence before age 65, the accrued benefit is reduced ½% per month from age 65.
Plant Closing/Layoff	None.	N/A.
Preretirement Spouse's Annuity	Five years of service.	Automatic Preretirement 50% Joint and Survivor Coverage; benefits are deferred to earliest retirement age.
Normal Form of Annuity		Actuarially reduced 50% J&S annuity if married, otherwise straight life.
Optional Forms of Payment		Joint and Survivor: 50%, 75%, and 100%. Certain & Life: 5-Year, 10-Year, and 15-Year. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.

Effective Date	Benefit Level
3/1/2010	$33.25
3/1/2008	$32.00
3/1/2007	$31.00
3/1/2006	$30.00
3/1/2005	$28.50

Alcan Beauty Tubes America Hourly Non-Union Participant (Former PPPI Plan #004)

Tubes Hourly Non-Union	**Shelbyville Unorganized**	**Contract Period: N/A**
Benefit	***Eligibility***	***Provision***
Normal Retirement	Age 65.	$22.50. Benefit service is frozen as of December 31, 2006. Participants continue to accrue service for eligibility and vesting purposes. The following table lists all benefit level changes in the past five years: **Effective Date** / **Benefit Level** 1/1/2002 / $22.50 1/1/2001 / $22.00
Early Retirement		
Full	Age 62 and 30 years of service.	Accrued benefit.
Reduced	Age 55 and 15 years of service.	Accrued benefit, reduced ¼% per month before age 65 (before age 62 if more than 30 years of service).
Disability	Ten years of service.	Accrued benefit.
Vesting	Five years of service.	Accrued benefit payable at normal retirement date. Participants with at least 15 years of service at termination can commence before age 65. The accrued benefit is reduced ½% per month from age 65.
Plant Closing/Layoff	None.	N/A.
Preretirement Spouse's Annuity	Five years of service.	Automatic Preretirement 50% Joint and Survivor Coverage; benefits are deferred to earliest retirement age.

ANCG Offset	Participants transferring from ANCG to PPPI	Benefits payable for Shelbyville Unorganized will be equal to the total benefit payable to a participant minus the portion of the benefit that will be paid by former ANC Plan #051. The ANCG portion of the benefit will be based on service with ANCG and the ultimate negotiated benefit level as of the date of the transfer ($19.25). Service with both ANCG and PPPI combined will be used to determine eligibility for benefits.
Normal Form of Annuity		Actuarially reduced 50% J&S annuity if married, otherwise straight life.
Optional Forms of Payment		Joint and Survivor: 50%, 75%, and 100%. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.

Tubes Hourly Non-Union | **Lincoln Park** | **Contract Period: N/A**

Benefit	*Eligibility*	*Provision*
Normal Retirement	Age 65 with five years of service.	$17.50. Benefit service is frozen as of December 31, 2006. Participants continue to accrue service for eligibility and vesting purposes. The following table lists all benefit level changes in the past five years: **Effective Date** | **Benefit Level** 1/1/2001 | $17.50
Early Retirement		
Full	None.	N/A.
Reduced	None.	N/A.
Disability	None.	N/A.
Vesting	Five years of service.	Accrued benefit payable at normal retirement date.
Plant Closing/Layoff	None.	N/A.
Preretirement Spouse's Annuity	Five years of service.	Automatic Preretirement 50% Joint and Survivor coverage; benefits are deferred to normal retirement age.
ANCG Offset	Participants transferring from ANC to PPPI	Benefits payable for Lincoln Park will be equal to the total benefit payable to a participant minus the portion of the benefit that will be paid by former ANC Plan #110. The ANCG portion of the benefit will be based on service with ANCG and the ultimate negotiated benefit level as of the date of the transfer ($16.50). Service with both ANCG and PPPI combined will be used to determine eligibility for benefits.

Normal Form of Annuity	Actuarially reduced 50% J&S annuity if married, otherwise straight life.
Optional Forms of Payment	Joint and Survivor: 50%, 75%, and 100%. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.

Tubes Hourly Non-Union	**Washington, NJ Unorganized**	**Contract Period: N/A**
Benefit	***Eligibility***	***Provision***
Normal Retirement	Age 65 with five years of service.	$22.00. Benefit service is frozen as of December 31, 2006. Participants continue to accrue service for eligibility and vesting purposes. The following table lists all benefit level changes in the past five years: **Effective Date** | **Benefit Level** 1/1/2001 | $22.00
Early Retirement		
Full	Age 62 with 30 years of service.	Accrued benefit.
Reduced	Age 55 with ten years of service.	Accrued benefit, reduced ¼% per month before age 65 (before age 62 if more than 30 years of service).
Disability	Ten years of service.	Accrued benefit.
Vesting	Five years of service.	Accrued benefit payable at normal retirement date. Participants with at least 10 years of service at termination can commence before age 65. The accrued benefit is reduced ½% per month from age 65.
Plant Closing/Layoff	None.	N/A.
Preretirement Spouse's Annuity	Five years of service.	Automatic Preretirement 50% Joint and Survivor Coverage; benefits are deferred to earliest retirement age.

ANCG Offset	Participants transferring from ANC to PPPI	Benefits payable for Washington, NJ Unorganized will be equal to the total benefit payable to a participant minus the portion of the benefit that will be paid by former ANC Plan #111. The ANCG portion of the benefit will be based on service with ANCG and the ultimate negotiated benefit level as of the date of the transfer ($21.40). Service with both ANCG and PPPI combined will be used to determine eligibility for benefits.
Normal Form of Annuity		Actuarially reduced 50% J&S annuity if married, otherwise straight life.
Optional Forms of Payment		Joint and Survivor: 50%, 75%, and 100%. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.

Alcan Bargaining Employees of Illinois (Former PPPI Plan #006)

	Bargaining Employees of Illinois	**Contract Period: May 1, 2007 to April 30, 2010**
Benefit	***Eligibility***	***Provision***
Normal Retirement	Age 65.	$25.50. The following table lists all benefit level changes in the past five years:

Effective Date	Benefit Level
5/1/2009	$25.50
5/1/2008	$24.25
5/1/2007	$23.00
5/1/2006	$22.00
5/1/2004	$20.50

Early Retirement		
Full	None.	N/A.
Reduced	Age 55 with ten years of service.	Accrued benefit, reduced ½% per month before age 65.
Disability	Five years of service.	Accrued benefit, employee continues to accrue service until electing to receive benefit.
Vesting	Five years of service.	Accrued benefit payable at normal retirement date. Participants with at least 10 years of service at termination can commence before age 65. The accrued benefit is reduced ½% per month from age 65.
Plant Closing/Layoff	None.	N/A.
Preretirement Spouse's Annuity	Five years of service.	½ of accrued benefit.
Normal Form of Annuity		Actuarially reduced 50% J&S annuity if married, otherwise straight life.
Optional Forms of Payment		Joint and Survivor: 50%, 66 ⅔%, 75%, and 100%. These optional forms are based on the mortality table prescribed by Code Section 417e(3) and 6.00% interest.

Plan Changes Since the Prior Year

The funding valuation reflects the following plan changes:

- The compensation limit under Section 401(a)(17) of the Internal Revenue Code changed from $265,000 to $270,000.
- The dollar limit under Section 415(b) of the Internal Revenue Code changed from $210,000 to $215,000.

Other Information to Fully and Fairly Disclose the Actuarial Position of the Plan

Due to software limitations with the electronic filing process, information filed electronically cannot be controlled by the Enrolled Actuary. The values on the signed Schedule SB will govern to the extent there are any differences in the entries filed electronically and the actual data contained on the signed Schedule SB.