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 07/01/2017 and ending 06/30/2018

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.)
- ☒ a single-employer plan
- ☐ a DFE (specify) ___

B This return/report is:
- ☐ the first return/report
- ☐ the final return/report
- ☐ an amended return/report
- ☐ a short plan year return/report (less than 12 months)

C If the plan is a collectively-bargained plan, check here. . . . . ▶ ☐

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

Part II Basic Plan Information—enter all requested information

1a Name of plan
PROCTER & GAMBLE MASTER RETIREMENT PLAN

1b Three-digit plan number (PN) ▶ 012

1c Effective date of plan 06/09/1982

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)

THE PROCTER AND GAMBLE COMPANY

KELLEY MCCABE

PG TAX DIVISION, P.O. BOX 599
CINCINNATI, OH 45201

2b Employer Identification Number (EIN) 31-0411980

2c Plan Sponsor's telephone number 513-983-7777

2d Business code (see instructions) 325410

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.	04/02/2019	KYLE SCHEIDLER
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE	Filed with authorized/valid electronic signature.	04/02/2019	KYLE SCHEIDLER
	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

THE PROCTER & GAMBLE U.S. BUSINESS SERVICES COMPANY
GO, TE-3 ATTN - KELLEY MCCABE
TWO PROCTER AND GAMBLE PLAZA
CINCINNATI, OH 45202

3b Administrator's EIN: 26-0048600

3c Administrator's telephone number: 513-983-7777

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**	17693
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)**	1374
a(2) Total number of active participants at the end of the plan year	**6a(2)**	1278
b Retired or separated participants receiving benefits	**6b**	10824
c Other retired or separated participants entitled to future benefits	**6c**	4074
d Subtotal. Add lines **6a(2)**, **6b**, and **6c**	**6d**	16176
e Deceased participants whose beneficiaries are receiving or are entitled to receive benefits.	**6e**	1223
f Total. Add lines **6d** and **6e**.	**6f**	17399
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**	1
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 1E 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)	☐	**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 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 07/01/2017 and ending 06/30/2018

▶ **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
PROCTER & GAMBLE MASTER RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 012

C Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF
THE PROCTER AND GAMBLE COMPANY

D Employer Identification Number (EIN)
31-0411980

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 07 Day 01 Year 2017

2 Assets:

a Market value	**2a**	1886500297
b Actuarial value	**2b**	1940625290

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	11983	1084792298	1084792298
b For terminated vested participants	4336	221796700	221796700
c For active participants	1374	110551517	123102974
d Total	17693	1417140515	1429691972

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**	5.83 %
6 Target normal cost	**6**	2910005

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

03/26/2019
Date

DAVID A. CORONEL
Type or print name of actuary

17-05724
Most recent enrollment number

WILLIS TOWERS WATSON US LLC.
Firm name

216-937-4000
Telephone number (including area code)

1001 LAKESIDE AVENUE, SUITE 1500
CLEVELAND, OH 44114-1172
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)	143459687	236577745
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)	143459687	236577745
10	Interest on line 9 using prior year's actual return of 2.66 %	3816028	6292968
11	Prior year's excess contributions to be added to prefunding balance:		
	a Present value of excess contributions (line 38a from prior year)		219074559
	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 6.02%		13188288
	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		232262847
	d Portion of (c) to be added to prefunding balance		232262847
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)	147275715	475133560

Part III Funding Percentages

14	Funding target attainment percentage	14	92.20%
15	Adjusted funding target attainment percentage	15	135.73%
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	107.83%
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? [X] Yes [ ] No

b If line 20a is "Yes," were required quarterly installments for the current year made in a timely manner? [ ] Yes [X] 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
0	0	0	0

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

21 Discount rate:

a Segment rates:

1st segment:	2nd segment:	3rd segment:	
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**	60

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**	2910005
b Excess assets, if applicable, but not greater than line 31a	**31b**	0

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**	2910005

	Carryover balance	Prefunding balance	Total balance
35 Balances elected for use to offset funding requirement	2910005	0	2910005

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**	0
43 Excess installment acceleration amount to be carried over to future plan years	**43**	0

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 07/01/2017 and ending 06/30/2018

A Name of plan
PROCTER & GAMBLE MASTER RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 012

C Plan sponsor's name as shown on line 2a of Form 5500
THE PROCTER AND GAMBLE COMPANY

D Employer Identification Number (EIN)
31-0411980

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

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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)

TOWER WATSON DELAWARE INC.

53-0181291

(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 50	NONE	1558393	Yes [ ] No [X]	Yes [ ] No [ ]		Yes [ ] No [ ]

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

STATE STREET BANK AND TRUST COMPANY

04-1867445

(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?
18 19 25 51 62 68 99	NONE	508623	Yes [X] No [ ]	Yes [X] No [ ]	0	Yes [ ] No [X]

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

(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?
			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)

(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?
			Yes ☐ No ☐	Yes ☐ No ☐		Yes ☐ No ☐

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

(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?
			Yes ☐ No ☐	Yes ☐ No ☐		Yes ☐ No ☐

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

(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?
			Yes ☐ No ☐	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 07/01/2017 and ending 06/30/2018

A Name of plan
PROCTER & GAMBLE MASTER RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 012

C Plan or DFE sponsor's name as shown on line 2a of Form 5500
THE PROCTER AND GAMBLE COMPANY

D Employer Identification Number (EIN)
31-0411980

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: P&G RETIREMENT MASTER TRUST

b Name of sponsor of entity listed in (a): THE PROCTER & GAMBLE COMPANY

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)
36-3397446-099	M	1840013014

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 07/01/2017 and ending 06/30/2018

A Name of plan
PROCTER & GAMBLE MASTER RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 012

C Plan sponsor's name as shown on line 2a of Form 5500
THE PROCTER AND GAMBLE COMPANY

D Employer Identification Number (EIN)
31-0411980

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)	245000000	0
(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)	1707381733	1840013014
(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	1952381733	1840013014
	Liabilities			
g	Benefit claims payable	1g		
h	Operating payables	1h	29124	174952
i	Acquisition indebtedness	1i		
j	Other liabilities	1j		
k	Total liabilities (add all amounts in lines 1g through1j)	1k	29124	174952
	Net Assets			
l	Net assets (subtract line 1k from line 1f)	1l	1952352609	1839838062

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)		0
b	**Earnings on investments:**			
	(1) Interest:			
	(A) Interest-bearing cash (including money market accounts and certificates of deposit)	2b(1)(A)		
	(B) U.S. Government securities	2b(1)(B)		
	(C) Corporate debt instruments	2b(1)(C)		
	(D) Loans (other than to participants)	2b(1)(D)		
	(E) Participant loans	2b(1)(E)		
	(F) Other	2b(1)(F)		
	(G) Total interest. Add lines **2b(1)(A)** through **(F)**	2b(1)(G)		0
	(2) Dividends: **(A)** Preferred stock	2b(2)(A)		
	(B) Common stock	2b(2)(B)		
	(C) Registered investment company shares (e.g. mutual funds)	2b(2)(C)		
	(D) Total dividends. Add lines **2b(2)(A)**, **(B)**, and **(C)**	2b(2)(D)		0
	(3) Rents	2b(3)		
	(4) Net gain (loss) on sale of assets: **(A)** Aggregate proceeds	2b(4)(A)		
	(B) Aggregate carrying amount (see instructions)	2b(4)(B)		
	(C) Subtract line **2b(4)(B)** from line **2b(4)(A)** and enter result	2b(4)(C)		0
	(5) Unrealized appreciation (depreciation) of assets: **(A)** Real estate	2b(5)(A)		
	(B) Other	2b(5)(B)		
	(C) Total unrealized appreciation of assets. Add lines **2b(5)(A)** and **(B)**	2b(5)(C)		0

		(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)		26030834
(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		26030834
Expenses			
e Benefit payment and payments to provide benefits:			
(1) Directly to participants or beneficiaries, including direct rollovers	2e(1)	135249070	
(2) To insurance carriers for the provision of benefits	2e(2)		
(3) Other	2e(3)		
(4) Total benefit payments. Add lines **2e(1)** through **(3)**	2e(4)		135249070
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)	1558393	
(2) Contract administrator fees	2i(2)		
(3) Investment advisory and management fees	2i(3)	508623	
(4) Other	2i(4)	1229295	
(5) Total administrative expenses. Add lines **2i(1)** through **(4)**	2i(5)		3296311
j Total expenses. Add all **expense** amounts in column (b) and enter total	2j		138545381
Net Income and Reconciliation			
k Net income (loss). Subtract line **2j** from line **2d**	2k		-112514547
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: DELOITTE & TOUCHE LLP **(2)** EIN: 13-3891517

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		10000000
f	Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty?	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 4118327. (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 07/01/2017 and ending 06/30/2018

A Name of plan
PROCTER & GAMBLE MASTER RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 012

C Plan sponsor's name as shown on line 2a of Form 5500
THE PROCTER AND GAMBLE COMPANY

D Employer Identification Number (EIN)
31-0411980

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** 0

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** 7

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: 5 % Investment-Grade Debt: 95 % High-Yield Debt: 0 % Real Estate: 0 % Other: 0 %

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):

The Procter & Gamble Master Retirement Plan

Employer ID No.: 31-0411980
Plan Number: 012

Financial Statements as of and for the
Years Ended June 30, 2018 and 2017, and
Independent Auditors' Report

THE PROCTER & GAMBLE MASTER RETIREMENT PLAN

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NOTE: All supplemental schedules required by Section 2520.103-10 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974 have been omitted because they are not applicable.

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INDEPENDENT AUDITORS' REPORT

To The Procter & Gamble U.S. Business Services Company and Plan Participants:

Report on the Financial Statements

We were engaged to audit the accompanying financial statements of The Procter & Gamble Master Retirement Plan (the "Plan"), which comprise the statements of net assets available for benefits as of June 30, 2018 and 2017, 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.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on conducting the audit 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 9, which was certified by State Street Bank & Trust Company, the trustee of the Plan, 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 June 30, 2018 and 2017, and for the years then ended, that the information provided to the plan administrator by the trustee is complete and accurate.

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. Accordingly, we do not express an opinion on these financial statements.

Report on Form and Content in Compliance with Department of Labor 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, are presented in compliance with the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974.

Deloitte & Touche LLP

March 26, 2019

THE PROCTER & GAMBLE MASTER RETIREMENT PLAN

STATEMENTS OF NET ASSETS AVAILABLE FOR BENEFITS
AS OF JUNE 30, 2018 AND 2017

	2018	2017
ASSETS ---		
Investments — at fair value — Plan's interest in The Procter & Gamble Master Retirement Trust	$ 1,798,536,524	$ 1,650,814,475
Assets held in 401(h) account	41,476,490	56,567,258
Receivable — employer contribution receivable	-	245,000,000
Total assets	1,840,013,014	1,952,381,733
LIABILITIES ---		
Accrued administrative expenses	174,952	29,123
Amounts related to obligation of 401(h) account	41,476,490	56,567,258
Total liabilities	41,651,442	56,596,381
NET ASSETS AVAILABLE FOR PENSION BENEFITS	$ 1,798,361,572	$ 1,895,785,352

See notes to financial statements.

THE PROCTER & GAMBLE MASTER RETIREMENT PLAN

STATEMENTS OF CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

	2018	2017
ADDITIONS ---		
Plan's interest in The Procter & Gamble Master Retirement Trust investment income	$ 25,177,919	$ 42,680,459
Employer contributions	-	245,000,000
Total additions	25,177,919	287,680,459
DEDUCTIONS ---		
Benefits paid to participants	119,312,600	122,051,755
Administrative expenses	3,289,099	2,905,228
Total deductions	122,601,699	124,956,983
NET (DECREASE)/INCREASE IN NET ASSETS AVAILABLE FOR PENSION BENEFITS	(97,423,780)	162,723,476
NET ASSETS AVAILABLE FOR PENSION BENEFITS		
Beginning of year	1,895,785,352	1,733,061,876
End of year	$ 1,798,361,572	$ 1,895,785,352

See notes to financial statements.

1. DESCRIPTION OF THE PLAN

The following description of The Procter & Gamble Master Retirement Plan (the "Plan") provides only general information. Participants should refer to the Plan document for more complete information.

General — The Plan is a defined benefit pension plan which covers certain employees of The Procter & Gamble Company (the "Company") and its wholly owned subsidiaries. The Plan consists of various merged plans of former employers acquired by the Company. The Plan provides for a uniform body of provisions that are applicable to all participants in the Plan, except where specified in a supplement to the Plan. Each supplement describes specific benefits provided to the eligible employees of each of the various merged plans.

State Street Bank & Trust Company (the "Trustee") serves as trustee of the Plan, and together with other investment managers, manages the Plan's investments. The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA). The Procter & Gamble Master Retirement Trust (the "Master Trust") was established pursuant to a trust agreement between the Company and the Trustee. The assets of the Master Trust are held by the Trustee.

All accruable benefits of Plan participants are frozen. Therefore, no future accruals of benefits are earned by participants under the Plan. In conjunction with the freezing of benefits for all merged plans, each participant became fully vested in his or her pension benefits without regard to vesting requirements. However, participants continue to remain eligible for early retirement subsidies which become available at the participant's retirement upon fulfillment of criteria established by the Plan.

Pension Benefits — Generally, participants are entitled to monthly pension benefits beginning at the normal retirement age of 65. Benefits are calculated based on a formula specific to each merged plan. The maximum years of benefit service is generally 35 years.

The Plan generally permits early retirement if criteria specific to each merged plan is met. The Plan also permits participants who become permanently and totally disabled to receive benefits based upon the participant's accrued benefit calculated on the date the disability commenced. Death benefits are provided to the surviving spouse and beneficiaries depending upon the participant's eligibility for the normal retirement benefit.

401(h) Account — The Plan holds a separate account in accordance with Section 401(h) of the Internal Revenue Code (IRC) to fund a portion of the Company's postretirement obligations for retired Plan participants, who were employees of The Gillette Company, satisfying certain requirements specified in the Plan document. The assets held in the 401(h) account are held in the Master Trust which holds assets for the Plan and other plans sponsored by the Company and are to be used solely to fund retiree healthcare benefits. The change in the 401(h) account for the years ended June 30, 2018 and 2017 was comprised of investment income, benefit payments, and administrative expenses. The related obligations for health benefits are not included in the Plan's obligations (in Note 5) but reflected as an obligation in the financial statements of the Gillette Retiree Medical Plan.

2. DESCRIPTION OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting — The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP).

Use of Estimates — The preparation of financial statements in conformity with GAAP requires Plan management to make estimates and assumptions that affect the reported amounts of assets and liabilities and changes therein, disclosure of contingent assets and liabilities, and the actuarial present value of accumulated plan benefits and changes therein at the date of the financial statements. Actual results could differ from those estimates.

Risks and Uncertainties — The Plan utilizes various investment instruments underlying the Plan's interest in the Master Trust including interest bearing cash and common collective trust funds. Investment securities, in general, are exposed to various risks, such as interest rate risk, credit risk, and overall market volatility. 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 that such changes could materially affect the amounts reported in the financial statements.

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

Investment Valuation and Income Recognition — The Plan's investment in the Master Trust at June 30, 2018 and 2017, is presented at fair value, which has been determined based on the fair value of the underlying investments of the Master Trust. Fair value of a financial instrument is the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis and dividends are recorded on the ex-dividend date. Net appreciation includes the gains and losses on investments bought and sold as well as held during the year on the underlying investments of the Master Trust.

Management fees and operating expenses charged for investments in common collective trust funds were deducted from income earned on a daily basis and were not separately reflected. Consequently, management fees and operating expenses were reflected as a reduction of investment return for such investments.

Administrative Expenses — Fees charged by the Trustee for the management and investment of Plan assets, actuarial fees and routine administrative fees are paid by the Plan. All other expenses of the Plan are paid by the Company.

Payment of Benefits — Benefit payments to participants are recorded upon distribution.

New Accounting Standards — In February 2017, the Financial Accounting Standards Board issued Accounting Standards Update No. 2017-06, Plan Accounting: Defined Benefit Pension Plans (Topic 960), Defined Contribution Pension Plans (Topic 962), Health and Welfare Benefit Plans (Topic 965): Employee Benefit Plan Master Trust Reporting. The amendments in this ASU clarify presentation requirements for a plan's interest in a master trust and require more detailed disclosures of the plan's

interest in the master trust. The amendments also eliminate redundancy relating to 401(h) account disclosures. The new guidance is effective for fiscal years beginning after December 15, 2018; early adoption is permitted. The ASU is to be applied retrospectively to all periods presented in the plan's financial statements. The Plan has not yet adopted this ASU.

In August 2018, the Financial Accounting Standards Board issued Accounting Standards Update No. 2018-13, Fair Value Measurement (Topic 820): Disclosure Framework — Changes to the Disclosure Requirements for Fair Value Measurement. This ASU clarifies the fair value measurement disclosure requirements of ASC 820 by adding, eliminating, and modifying disclosures. The new guidance is effective for fiscal years beginning after December 15, 2019; early adoption is permitted. The Plan has not yet adopted this ASU.

Subsequent Events — For the year ended June 30, 2018, subsequent events were evaluated through March 26, 2019, the date the financial statements were available to be issued.

3. FAIR VALUE MEASUREMENTS

ASC 820, *Fair Value Measurements and Disclosures*, provides a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value, as follows: Level 1, which refers to securities valued using unadjusted quoted prices from active markets for identical assets; Level 2, which refers to securities not traded on an active market but for which observable market inputs are readily available; and Level 3, which refers to securities valued based on significant unobservable inputs. There are no Level 2 or Level 3 investments in this plan. Assets are valued in their entirety based on the lowest level of input that is significant to the fair value measurement.

Asset Valuation Methodology — Valuation methodologies maximize the use of relevant observable inputs and minimize the use of unobservable inputs. The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2018 and 2017.

Cash – Held primarily in short-duration, highly liquid securities, which are value at cost plus accrued interest.

Common Collective Trust Funds — Valued at the net asset value of units of a bank collective trust. The net asset value is used as a practical expedient to estimate fair value. The net asset value is based on the fair value of the underlying investments held by the fund less its liabilities. This practical expedient is not used when it is determined to be probable that the fund will sell the investment for an amount different than the reported net asset value. Transactions (purchases and sales) may occur daily. Redemption for common collective trusts is permitted daily with no other restrictions or notice periods and there are no unfunded commitments. In accordance with GAAP, the common collective trust funds measured at net asset value have not been classified in the fair value hierarchy. The fair value amounts presented in the table below are intended to permit reconciliation to the investments presented in Note 6.

Transfers Between Levels — The Master Trust's policy and the Plan's policy is to recognize transfers between levels at the actual date of the event or change in circumstances that caused the transfer. 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 model-based valuation techniques may require the transfer of financial instruments from one fair value level to another.

We evaluate the significance of transfers between levels based upon the nature of the financial instrument and size of the transfer relative to total net assets available for benefits. For the years ended, June 30, 2018 and 2017, there were no transfers between levels.

The following table sets forth by level, within the fair value hierarchy, the Master Trust's assets at fair value as of June 30, 2018 and 2017:

	Fair Value Measurements	
	2018	2017
Master Trust Investments ---		
Interest bearing cash - Level 1	$ 25,679,243	$ 20,434,953
Subtotal - Level 1	25,679,243	20,434,953
Investments measured at NAV -		
Common collective trusts	1,877,441,897	1,748,078,846
Total	$ 1,903,121,140	$ 1,768,513,799

4. FUNDING POLICY

Contributions to provide benefits under the Plan are made solely by the Company. The Company's funding policy is to make cash contributions to the Plan in amounts as determined by the Plan's independent actuary. The Company met the minimum funding requirements of ERISA for the Plan for the years ended June 30, 2018 and 2017. No contributions to the Plan were required in 2018 or 2017. The Company did not make a contribution to the Plan for the year ended June 30, 2018. The Company elected to make a contribution to the Plan for the year ended June 30, 2017.

5. ACCUMULATED PLAN BENEFITS

Accumulated plan benefits are those future periodic payments, including lump-sum distributions, that are attributable under the Plan's provisions to the services rendered by employees as of the valuation date. Accumulated plan benefits include benefits expected to be paid to (1) retired or terminated employees or their beneficiaries, (2) beneficiaries of employees who have died, and (3) present employees or their beneficiaries. 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 is determined by an independent actuary 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 date of payment.

The actuarial present value of accumulated plan benefits as of June 30, 2017, the measurement date, is as follows:

	2017
Vested benefits:	
Participants and/or beneficiaries currently receiving benefits	$ 1,153,306,859
Other participants	373,716,220
Total vested benefits	1,527,023,079
Nonvested benefits	12,417,795
Total actuarial present value of accumulated plan benefits	$ 1,539,440,874

The changes in the actuarial present value of the Plan's accumulated plan benefits for the year ended June 30, 2017, are as follows:

	2017
Actuarial present value of accumulated plan benefits — beginning of year	$ 1,603,058,719
Increase (decrease) during the year attributable to:	
Actuarial (gains)/losses	(11,928,244)
Interest due to the decrease in the discount period	88,669,433
Benefits paid	(122,051,755)
Assumption changes	(18,307,279)
Actuarial present value of accumulated plan benefits — end of year	$ 1,539,440,874

The significant actuarial assumptions used in the June 30, 2017 and 2016, valuations were:

Mortality — 2017: The RP-2014 Healthy White Collar Mortality Tables with separate mortality rates for annuitants and non-annuitants rolled back to 2006 with MP-2014, then projected generationally using Scale MP-2016 was used for healthy lives.

2016: The RP-2014 Healthy White Collar Mortality Tables with separate mortality rates for annuitants and non-annuitants rolled back to 2006 with MP-2014, then projected generationally using Scale MP-2015.

Retirement — Active participants are assumed to retire at the following rates, provided they are eligible at such age:

Age	Retirement Rate	Age	Retirement Rate
<55	0.0%	63	30.0%
55	10.0%	64	25.0%
56	10.0%	65	50.0%
57	15.0%	66	40.0%
58	15.0%	67	40.0%
59	15.0%	68	40.0%
60	20.0%	69	40.0%
61	20.0%	70	100.0%
62	35.0%		

Interest Rate — 5.75% per annum for 2017 and 2016.

The foregoing actuarial assumptions are based on the presumption that the Plan will continue indefinitely. If the Plan were to be terminated, different actuarial assumptions and other factors would be applicable in determining the actuarial present value of accumulated plan benefits.

6. INTEREST IN MASTER TRUST

The Plan's investment assets are held in a trust account at the Trustee and consist of an undivided interest in an investment account of the Master Trust, a master trust established by the Company and administered by the Trustee. Use of the Master Trust permits the commingling of trust assets with the assets of the Procter & Gamble Puerto Rico Pension Plan and The Gillette Company Retirement Plan for Collectively-Bargained Employees for investment and administrative purposes. The Trustee maintains supporting records for the purpose of allocating the net gain or loss of the investment account to the participating plans. The net investment income/(loss) of the investment assets is allocated by the Trustee to each participating plan based on the relationship of the interest of each plan to the total of the interests of the participating plans.

The net assets and investments of the Master Trust at June 30, 2018 and 2017, are summarized as follows:

	2018	2017
Investments —		
Interest bearing cash	$ 25,679,243	$ 20,434,953
Investments measured at NAV -		
Common collective trusts	1,877,441,897	1,748,078,846
Total investments — at fair value	1,903,121,140	1,768,513,799
Receivables — accrued investment income	42,897	21,077
Net assets of The Procter & Gamble Master Retirement Trust	$ 1,903,164,037	$ 1,768,534,876
Plan's interest in The Procter & Gamble Master Retirement Trust	$ 1,798,536,524	$ 1,650,814,475
Plan's interest in Master Trust as a percentage of the total	94.5 %	93.3 %

The net investment income of the Master Trust for the years ended June 30, 2018 and 2017, is summarized below:

	2018	2017
Interest income	$ 641,212	$ 163,452
Net appreciation in fair value of investments:		
Common collective trust funds	26,315,400	45,821,106
Investment income of Master Trust	$ 26,956,612	$ 45,984,558

7. EXEMPT PARTY-IN-INTEREST TRANSACTIONS

The Company is a party-in-interest, as defined by ERISA. However, the administrative exemption provided under ERISA allows the Company to provide administrative services to the Plan. There were no fees paid by the Plan to the Company for administrative services for the years ended June 30, 2018 and 2017.

The Plan's investment in the Master Trust as of June 30, 2018 and 2017, is managed by the Trustee as defined by the Plan and, therefore, these transactions qualify as exempt party-in-interest transactions.

Fees paid by the Plan to the Trustee for investment management services were $508,623 and $719,881 for the years ended June 30, 2018 and 2017, respectively.

8. FEDERAL INCOME TAX STATUS

The Internal Revenue Service (IRS) has determined and informed the Company by a letter dated March 27, 2017, that the Plan was designed in accordance with the applicable regulations of the Internal Revenue Code (IRC). The Plan has been amended since receiving the determination letter from the IRS. The Plan is subject to routine audits by taxing jurisdictions at any time. The Company and the Plan administrator have concluded that the Plan, as designed and operated, complies with the applicable requirements of the IRC and the Plan remains tax-exempt. Therefore, no provision for income taxes has been included in the Plan's financial statements.

9. INFORMATION CERTIFIED BY THE TRUSTEE

The following is a summary of the unaudited information regarding the Plan as of June 30, 2018 and 2017, and for the years then ended, included in the Plan's financial statements that was prepared by or derived from information prepared by State Street Bank and Trust Company, the trustee of the Plan, and furnished to the Plan administrator. The Plan administrator has obtained certifications from the Trustee that such information is complete and accurate.

	2018	2017
Statements of net assets available for benefits — investments — at fair value:		
Plan's interest in The Procter & Gamble Master Retirement Trust	$ 1,798,536,524	$ 1,650,814,475
Assets held in 401(h) account	41,476,490	56,567,258
Amounts related to obligation of 401(h) account	41,476,490	56,567,258

	2018	2017
Statements of changes in net assets available for pension benefits:		
*Plan's interest in The Procter & Gamble Master Retirement Trust investment income	$ 25,177,919	$ 42,680,459

Notes 3 and 6: All investment balances and investment information, excluding the classification of investments in Note 3.

* Includes the net appreciation in value of the Plan's investments (including securities bought and sold as well as held during the years ended June 30, 2018 and 2017).

10. PLAN TERMINATION

Although it has not expressed any intention to do so, the Company has the right under the Plan, in certain circumstances, 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 is terminated, the net assets of the Plan will be allocated for payment of plan benefits to the participants in an order of priority determined in accordance with ERISA, applicable regulations there under, and the Plan documents.

Certain benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (PBGC) if the Plan terminates. Generally, the PBGC guarantees most vested normal-age retirement benefits, early retirement benefits, and certain disability and survivor's 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, subject to a statutory ceiling on the amount of an individual's monthly benefit.

Whether all participants receive their benefits should the Plan be terminated at some future time will depend on the sufficiency, at that time, of the Plan's net assets to provide those benefits, the priority of those benefits to be paid and the level and type of benefits guaranteed by the PBGC at that time. Some benefits may be fully or partially provided for by the then existing assets and the PBGC guaranty while other benefits may not be provided for at all.

11. RECONCILIATION OF FINANCIAL STATEMENTS TO FORM 5500

The following is a reconciliation of net investments per the financial statements to the Form 5500 as of June 30, 2018 and 2017:

	2018	2017
Investments per the financial statements:		
Investments — at fair value	$ 1,798,536,524	$ 1,650,814,475
Plus investments held in 401(h) account	41,476,490	56,567,258
Net investments per Form 5500	$ 1,840,013,014	$ 1,707,381,733

The following is a reconciliation of components of the changes in net assets available for pension benefits per the financial statements to Form 5500 for the year ended June 30, 2018:

	Amounts per Financial Statements	Adjustment Related to 401(h) Account	Amounts per Form 5500
Net investment gain from investments	$ 25,177,919	$ 852,914	$ 26,030,833
Administrative expenses	3,289,099	7,212	3,296,311
Benefits paid	119,312,600	15,936,470	135,249,070

* * * * * *

Plan Name	**Procter & Gamble Master Retirement Plan**
Plan Sponsor EIN	**31-0411980**
ERISA Plan #	**012**
Plan Year Ending	**June 30, 2018**

The required attachment marked with an "X" in the Attachment column is included within the Accountant's Opinion attachment to Sch. H, Part III, Line 3, which consists of the entire audit report issued by the plan's Independent Qualified Public Accountant (IQPA).

Form / Schedule	Line #	Description	Attachment
5500 Sch. H	Line 3	Financial statements used in formulating the IQPA's opinion	X
5500 Sch. H	Line 4i	Schedule of Assets (Held at End of Year)	
5500 Sch. H	Line 4i	Schedule of Assets (Acquired and Disposed of Within Year)	
5500 Sch. H	Line 4j	Schedule of Reportable Transactions	
5500 Sch. H	Line 4a	Schedule of Delinquent Participant Contributions	

SCHEDULE SB ATTACHMENTS

Schedule SB, Line 22
Description of Weighted Average Retirement Age
as of July 1, 2017

Age of Retirement (A)	Rates of Retirement (B)	% Retiring (C)	Weighted Ages (A)*(C)
55	10.00%	10.00%	5.5000
56	10.00%	9.00%	5.0400
57	15.00%	12.15%	6.9255
58	15.00%	10.33%	5.9900
59	15.00%	8.78%	5.1792
60	20.00%	9.95%	5.9693
61	20.00%	7.96%	4.8550
62	35.00%	11.14%	6.9085
63	30.00%	6.21%	3.9111
64	25.00%	3.62%	2.3177
65	50.00%	5.43%	3.5308
66	40.00%	2.17%	1.4341
67	40.00%	1.30%	0.8735
68	40.00%	0.78%	0.5319
69	40.00%	0.47%	0.3238
70	100.00%	0.70%	0.4928
		Retirement Age =========>	**60**

SCHEDULE SB ATTACHMENTS

Schedule SB, Line 26
Schedule of Active Participant Data for Frozen Plans as of July 1, 2017

Attained Age	Years of Credited Service																			
	Under 1		1 to 4		5 to 9		10 to 14		15 to 19		20 to 24		25 to 29		30 to 34		35 to 39		40 & Over	
	No.	Avg. Comp.	No.	Avg. Comp.	No.	Avg. Comp.	No.	Avg. Comp.	No.	Avg. Comp.	No.	Avg. Comp.	No.	Avg. Comp.	No.	Avg. Comp.	No.	Avg. Comp.	No.	Avg. Comp.
Under 25	0		0		0		0		0		0		0		0		0		0	
25 - 29	0		1		0		0		0		0		0		0		0		0	
30 - 34	0		4		2		0		0		0		0		0		0		0	
35 - 39	1		18		28		4		0		0		0		0		0		0	
40 - 44	4		45		55		39		11		1		0		0		0		0	
45 - 49	8		58		63		55		74		13		0		0		0		0	
50 - 54	1		38		86		65		84		63		5		0		0		1	
55 - 59	2		39		75		85		63		56		30		9		0		0	
60 - 64	0		16		40		24		28		23		18		14		1		0	
65 - 69	0		3		7		4		4		4		1		0		0		1	
70 & Over	0		0		0		0		0		0		1		0		0		1	

Plan Name: The Procter & Gamble Company Master Retirement Plan
EIN / PN: 31-0411980 / 012
Plan Sponsor: Procter & Gamble - US
Valuation Date: July 1, 2017

SCHEDULE SB ATTACHMENTS

Schedule SB, Part V
Statement of Actuarial Assumptions/Methods

Economic Assumptions

Interest rate basis:

■ Applicable month	March
■ Interest rate basis	3-Segment Rates

Interest rates:

	Reflecting Corridors	Not Reflecting Corridors
■ First segment rate	4.16%	1.62%
■ Second segment rate	5.72%	3.80%
■ Third segment rate	6.48%	4.75%
■ Effective interest rate	5.83%	4.01%

Annual rates of increase:

■ Compensation	N/A
■ Future Social Security wage bases	N/A
■ Statutory limits on compensation	N/A
■ Assumed cost of living	N/A

PRA balance:

■ Interest rate	6.00%
■ Form	Lump sum

Plan-related expenses — Plan-related expenses are assumed to equal "non-PBGC" expenses for the prior year plus an estimate of current year PBGC premiums to be paid from the trust. For 2017, this amount is $2,910,005.

SCHEDULE SB ATTACHMENTS

Demographic Assumptions

Inclusion date

The valuation date coincident with or next following the date on which the employee becomes a participant. Participation is frozen for all employees.

New or rehired employees

It was assumed there will be no new or rehired employees.

Mortality:

- Healthy

The prescribed mortality assumption under IRC §430(h)(3)(A) using static tables with separate mortality rates for annuitants and non-annuitants.

- Disabled

The prescribed mortality assumption under Section 430(h)(3)(A) of the Internal Revenue Code for healthy lives using static tables with separate mortality rates for annuitants and non-annuitants.

Retirement:

- Active participants

Active participants are assumed to retire at the following rates, provided they are eligible to retire at such age.

Age	Retirement Rate	Age	Retirement Rate
<55	0.0%	63	30.0%
55	10.0%	64	25.0%
56	10.0%	65	50.0%
57	15.0%	66	40.0%
58	15.0%	67	40.0%
59	15.0%	68	40.0%
60	20.0%	69	40.0%
61	20.0%	70	100.0%
62	35.0%		

- Terminated vested participants

Age 65

Disability rates

Assumed incidence and termination is based on Social Security Study #75 brought to a unisex basis.

SCHEDULE SB ATTACHMENTS

Termination rates

The rates at which participants are assumed to leave the company by age and gender are shown below:

Age	Male Withdrawal Rate	Female Withdrawal Rate
30	7.310%	13.306%
35	7.160	9.529
40	7.010	7.313
45	6.860	6.658
50	6.710	7.564
55	0.000	0.000

Form of payment

For valuation purposes, participants are assumed to elect the normal form.

Percent married

For purposes of valuing the pre-retirement surviving spouse's benefit, 85% of eligible male participants are assumed to be married and 50% of eligible female participants are assumed to be married.

Spouse age

Male participants are assumed to be 3 years older than their spouses and female participants are assumed to be 3 years younger than their spouses.

Timing of benefit payments

Annuity payments are payable monthly at the beginning of the month.

Methods

Valuation date

First day of plan year

Funding target

Present value of accrued benefits as required by regulations under IRC §430.

Target normal cost

Present value of benefits expected to accrue during the plan year plus plan-related expenses expected to be paid from plan assets during the plan year as required by regulations under IRC §430.

Actuarial value of assets for determining minimum required contributions

An average value of assets is determined based on the market value as of the valuation date and the market values on the two preceding 12 month periods. Adjustments are made to the asset values for contributions, benefit payments, expenses, and expected investment returns over the period between the respective preceding determination dates and the current valuation date, as applicable.

SCHEDULE SB ATTACHMENTS

Benefits not valued	All benefits described in the Plan Provisions section of this report were valued.

Data Sources

Procter & Gamble and other persons or organizations designated by Procter & Gamble furnished participant data as of July 1, 2017. Data were reviewed for reasonableness and consistency, but no audit was performed. Based on discussions with the plan sponsor, assumptions or estimates were made when data were not available, and the data was adjusted to reflect any significant events that occurred between the date the data was collected and the measurement date. We are not aware of any errors or omissions in the data that would have a significant effect on the results of our calculations.

Assumptions Rationale - Significant Economic Assumptions

Interest rate	Assumptions used for funding purposes are as prescribed by IRC §430(h).

Assumptions Rationale - Significant Demographic Assumptions

Healthy mortality	Assumptions used for funding purposes are as prescribed by IRC §430(h).
Disabled mortality	Assumptions used for funding purposes are as prescribed by IRC §430(h).
Termination	Assumed termination rates differ by age and gender because of observed differences in termination rates by age and gender.
Disability	Assumed disability rates differ by age and gender because of expected differences in disability rates by age and gender.
Retirement	Assumed retirement rates differ by age because of observed differences in retirement rates by age.
Marriage	Marital assumptions including spouse age difference are based on general population averages.

SCHEDULE SB ATTACHMENTS

Source of Prescribed Methods

Funding methods

The methods used for funding purposes as described in Appendix A, including the method of determining plan assets, are "prescribed methods set by law," as defined in the actuarial standards of practice (ASOPs). These methods are required by IRC §430, or were selected by the plan sponsor from a range of methods permitted by IRC §430.

Changes in Assumptions and Methods

Change in assumptions since prior valuation

- The segment interest rates used to calculate the funding target and target normal cost were updated from an applicable month of March 2016 to March 2017 and subsequently revised by applying the corridors of HATFA to determine minimum funding requirements and benefit restrictions.
- The required mortality table used to calculate the funding target and target normal cost was updated to include one additional year of projected mortality improvements, as required by IRC §430.
- The assumed plan-related expenses added to the target normal cost were changed from $3,145,144 for the prior valuation to $2,910,005 for the current valuation.

Changes in methods since prior valuation

None

SCHEDULE SB ATTACHMENTS

Schedule SB, Part V
Summary of Plan Provisions

Effective date and most recent amendment

The plan was adopted effective June 9, 1982. The plan was last amended and restated effective of January 1, 2016.

Plan year

July 1 to June 30

Procter & Gamble Master Retirement Plan

P & G Pharmaceuticals, Inc. Retirement Program for Salaried Employees (formerly, Morton-Norwich Products, Inc. Pension Plan for Salaried Employees)

Supplement A

Plan Provisions

Covered employees	The plan covers prior salaried active participants with frozen benefits, along with retired and terminated vested salaried employees at Procter & Gamble Pharmaceuticals, Inc.
Participation date	No new active participants will be added to this Supplement after July 30, 1991.

Definitions

Benefit service

Benefit service is used to determine the amount of a participant's benefit. Benefit service is equal to the accrued service under the provisions of the plan as of December 31, 1975, plus continuous employment after December 31, 1975, reduced by:

(a) Service while the participant was not a salaried employee;

(b) Service while disabled, if he had less than fifteen years of benefit service at time of disablement;

(c) Service between termination date and reemployment date, if any.

SCHEDULE SB ATTACHMENTS

	For participants formerly covered by the Baylor plan, service excludes any period during which the employee was eligible to contribute to such prior plan but elected not to do so. Benefit service is credited up to a maximum 35 years, except that for participants who had at least 30 years of benefit service as of December 31, 1986, but were less than age 55 at that date, benefit service is limited to 50 years. No benefit service will be credited after July 30, 1991.
Vesting service	Vesting service is used to determine a participant's eligibility for vested benefits under the plan. It is determined in completed full years and months, and is based on the period of employment from date of hire, subject to the break-in-service provisions of the Plan.
Compensation	Compensation is defined as total W-2 pay before any salary reduction, with certain specified exclusions, (including payments pursuant to the Procter & Gamble Profit Incentive Plan) and with certain specified adjustments. Compensation includes salesperson bonus payments and executive additional compensation.
Final average monthly compensation	Final average monthly compensation is 1/36 of compensation during the three consecutive calendar years (out of the last ten completed before retirement or termination) during which pay was highest.
Final monthly compensation	One-twelfth of the compensation in the highest-paid year used in determining final average monthly compensation.
Primary social security benefit	The Primary Social Security benefit is the monthly amount available at age 65 under the Federal Social Security Act in effect at the earlier of termination of employment or normal retirement age. Wage increases prior to hire are assumed from the later of age 22 or January 1, 1951, to be in accordance with national average wage increases (as determined by the Social Security Administration) to the rate in effect when hired. For participants who terminate after attaining early retirement age or becoming eligible for disability benefits, no future earnings are assumed after termination. For other participants, constant earnings are assumed to age 65 at the rate in effect at termination. Participants are deemed to have terminated on the earlier of their termination date or July 30, 1991. No wages paid after December 31, 1990, shall be included.

SCHEDULE SB ATTACHMENTS

Normal retirement date (NRD)	First day of the calendar month following the month in which a participant attains normal retirement age.
Monthly pension benefit	The monthly normal retirement benefit is the greater of (a), (b), and (c): (a) 50% of final average monthly compensation less 50% of the Primary Social Security benefit, multiplied by the ratio of benefit service (maximum 35) to 30. (b) 1% of final average monthly compensation multiplied by benefit service (maximum 35), with a maximum of 80% of final monthly compensation less 100% of the Primary Social Security benefit. (c) $20 per month per year of service. Benefit accruals were frozen effective July 30, 1991.
Minimum benefit	For employees who were retirement eligible as of January 1, 1987, a minimum benefit is provided. This minimum is equal to the benefit which the employee would have received if the plan as in effect December 31, 1987, had continued without change.
Frozen benefit:	*Greenville* Benefits for the Greenville salaried employees were frozen as of July 1, 1987. Benefits were calculated based on service accrued to June 30, 1987, and on average final earnings calculated as of June 30, 1987. The monthly benefit is payable at normal retirement age and is reduced 5/9% for each month (maximum of 60) by which payments precede age 65 and 5/18% for each month by which payments precede age 60. *Norwich Salaried* Benefits for the Norwich Salaried employees were frozen as of July 30, 1991. Benefits were calculated based on service accrued to July 30, 1991, and on average final earnings calculated as of July 30, 1991. The monthly benefit is payable at normal retirement age and is reduced by 1/3% for each month by which the first payment precedes age 62. The maximum reduction is 28% at age 55.

Eligibility for Benefits

Normal retirement	A participant is eligible for normal retirement at age 65 and after reaching the 5th anniversary of plan participation.

SCHEDULE SB ATTACHMENTS

Early retirement	A participant who has attained age 55 and completed five years of vesting service is eligible for a retirement benefit.
Postponed retirement	Retirement after NRD
Deferred vested termination	A participant whose employment terminates after at least five years of vesting service is eligible for a benefit beginning no earlier than age 55. Special Vesting Provision: All employees who were participants as of June 30, 1991, are fully vested in the benefit accrued as of June 30, 1991, under provisions of the plan as in effect on that date.
Disability	There is no specific disability benefit under the plan, but a disabled participant (one receiving long-term disability benefits under an employer plan) with at least 15 years of service may count such period of disability as service towards his eventual retirement benefit.
Preretirement death benefit	If a participant dies after attaining age 55 or completing five years of vesting service, but before his normal retirement age and after being married at least one year, his spouse is eligible for a preretirement spouse's death benefit. This applies to active participants, disabled participants with at least five years of service at time of disability, terminated vested participants, and early retirees.

Benefits Paid Upon the Following Events

Normal retirement	The monthly pension benefit determined as of NRD
Early retirement for:	For the Greenville salaried employees and other salaried employees who terminated prior to January 1, 1987: The monthly benefit is computed as for normal retirement and then reduced 5/9% for each month (maximum of 60) by which the first payment precedes age 65 and 5/18% for each month by which the first payment precedes age 60. For salaried employees who terminated after January 1, 1987: The monthly benefit is computed as for normal retirement and then reduced by 1/3% for each month by which the first payment precedes age 62.
Postponed retirement	The monthly benefit is computed as for normal retirement, recognizing pay and service credited after normal retirement age.

SCHEDULE SB ATTACHMENTS

Deferred vested termination	The monthly benefit is computed as for early retirement.
Disablement	Not applicable.
Preretirement death	The monthly annuity is equal to 50% of the actuarially equivalent joint and 50% spouse's annuity which would have been payable to the participant at the later of normal retirement age or his date of death. Payments to the spouse will commence no earlier than the date that the employee would have first been eligible for early retirement benefits.

Other Plan Provisions

Return of employee contribution upon death	In the event that a participant and any contingent annuitant die before receiving benefits which exceed the individual's employee contributions, if any, with interest, a lump sum value of the difference will be paid.
Normal form of payment	Life annuity. However, unless a married participant otherwise elects, the benefit is automatically converted to an actuarially equivalent joint and 50% spouse's annuity. This conversion occurs at a participant's normal retirement date even if he actually retires prior to that date.
Optional forms of payment	Life Annuity Joint and Spouse: 50%, 75% or 100% Joint and Survivor: 50%, 75% or 100% Certain and Life: 10 years Social Security level income option

Changes in Benefits Valued Since Prior Year

There have been no changes in benefits valued since the prior year.

SCHEDULE SB ATTACHMENTS

Procter & Gamble Master Retirement Plan

Fisher Nut Retirement Program (formerly, The Beatrice Retirement Income Plan)

Supplement B

Plan Provisions

Covered employees	Covered employees include employees of Fisher Nut.
Participation date	Covered employees who have completed one year of eligibility service and who are in any executive or managerial position: in a technical, professional, administrative, or clerical position; or in a sales position; and who are not classified as route drivers. No participants were added from any location as of the date it was closed or sold. Effective October 11, 1995 no further participation was allowed.

Definitions

Benefit service	Benefit service is used to determine the amount of a participant's benefit. Benefit service is equal to the participant's continuous employment from date of hire, reduced by: (a) A calendar year during which the participant does not complete an hour of service, (b) Service between termination date and reemployment date, if any. Benefit service includes the period while the participant is receiving benefits under a disability income plan or receiving Social Security disability payments. No benefit service was credited after the date a participant's location was closed or sold.
Vesting service	Vesting service is used to determine a participant's eligibility for vested benefits under the plan. It is determined based on the period commencing on the date an employee first completes an hour of service and ending on the date his employment with all Employers is severed, subject to the break-in-service provisions of the Plan. Effective October 11, 1995, all active employees became fully vested in their accrued benefits in connection with the sale of Fisher Nut.

SCHEDULE SB ATTACHMENTS

Compensation

Compensation is defined as total W-2 pay before any salary reduction, with certain specified exclusions and with certain specified adjustments. Compensation includes severance benefits.

Final average monthly compensation

Final average monthly compensation is the greater of (1) or (2) below:

(1) 1/60th of compensation during the five calendar years (out of the last fifteen completed before retirement or termination) during which pay was the highest.

(2) 1/60th of compensation during the 60 consecutive calendar months (out of the last 120 completed before retirement or termination) during which pay was the highest.

Primary Social Security benefit

The Primary Social Security benefit is the monthly amount available at age 65 under the Federal Social Security Act in effect at age 65 or, if later, actual age at retirement. Wage increases prior to hire are assumed to be in accordance with national average wage increases (as determined by the Social Security Administration) to the rate in effect when hired. If a participant terminates employment prior to his normal retirement date, constant earnings are assumed to age 65 at the rate in effect at termination.

Normal retirement date (NRD)

First day of the calendar month following the month in which a participant attains normal retirement age.

Formula 90 date

The first date of which the participant is at least age 55 and the sum of age plus vesting service is at least 90.

Monthly pension benefit

Benefit: The monthly normal retirement benefit is the sum of (a) and (b):

(a) 1% of final average monthly compensation multiplied by benefit service

(b) The excess, if any, of (1) over (2):

(1) .5% of final average monthly compensation multiplied by benefit service

(2) 1.5% of the Primary Social Security benefit multiplied by benefit service (maximum 50% of Primary Social Security benefit).

SCHEDULE SB ATTACHMENTS

Minimum benefit	For certain employees who reached age 65 prior to March 1, 1988, and whose employment is severed after March 1, 1988, a minimum benefit is provided. This minimum is equal to the benefit which the employee would have received on February 29, 1988, if the Plan in effect January 1, 1987, had continued without change.

Eligibility for Benefits

Normal retirement	A participant is eligible for normal retirement at age 65 and after reaching the 5th anniversary of plan participation.
Early retirement	A participant who has attained age 55 and completed five years of vesting service is eligible for a retirement benefit.
Postponed retirement	Retirement after NRD.
Deferred vested termination	A participant whose employment terminates after at least five years of vesting service is eligible for a benefit beginning no earlier than age 55. Special Vesting Provision: Effective October 11, 1995, all active employees became fully vested in their accrued benefits in connection with the sale of Fisher Nut.
Disability	There is no specific disability benefit under the plan, but a disabled participant (one receiving long-term disability benefits under an employer plan) may count such period of disability as service towards his eventual retirement benefit.
Preretirement death benefit	If a participant dies after completing five years of vesting service, but before his normal retirement age and after being married at least one year, his spouse is eligible for a pre-retirement spouse's death benefit. This applies to active participants, disabled participants with at least five years of service at time of disability, terminated vested participants, and early retirees.
Special spouse's annuity	If an active participant dies after completing ten years of vesting service (or, prior to January 1, 1988, the participant had attained age 55 and completed five years of vesting service) and after being married for one year, the spouse may elect to receive the special spouse's annuity in lieu of the preretirement spouse's death benefit.

SCHEDULE SB ATTACHMENTS

Benefits Paid Upon the Following Events	
Normal retirement	The monthly pension benefit determined as of NRD.
Early retirement	The monthly benefit is computed as for normal retirement and then reduced by .5% for each month by which the first payment precedes age 60. If, however, the participant terminates employment on or after the Formula 90 Date, there is no reduction in benefits. Special limits may apply to the Social Security offset for certain employees.
Postponed retirement	The monthly benefit is computed as for normal retirement, recognizing pay and service credited after normal retirement age.
Deferred vested termination	The monthly benefit is computed as for early retirement.
Disablement	Not applicable.
Preretirement death	The monthly annuity is equal to 50% of the accrued early retirement joint and 50% spouse's annuity which would have been payable to the participant at the earliest retirement age (or date of death, if later). Payments to the spouse will commence no earlier than the date the employee would have been first eligible for early retirement benefits.
Special spouse's annuity	The monthly annuity is equal to 40% of a benefit based on projected service and final average monthly compensation equal to the greater of compensation in the calendar year prior to the year of death or final average monthly compensation as of the date of death. This amount is reduced by 1/5% for each month over 120 by which the surviving spouse's date of birth follows the participant's date of birth. Payments to the spouse commence in the month following the participant's date of death.

SCHEDULE SB ATTACHMENTS

Other Plan Provisions

Normal form of payment	Life annuity. However, unless a married participant otherwise elects, the benefit is automatically converted to an actuarially equivalent joint and 50% spouse's annuity.
Optional forms of payment	Single Life Joint and Spouse: 50%, 75% or 100% Joint and Survivor: 50%, 75% or 100% Certain and Life: 10 or 15 years

Changes in Benefits Valued Since Prior Year

There have been no changes in benefits valued since the prior year.

SCHEDULE SB ATTACHMENTS

Procter & Gamble Master Retirement Plan

Fisher Nut Edenton/Suffolk Service Related Retirement Program (formerly, The Fisher Nut Company – Edenton/Suffolk Service Related Pension Plan

Supplement C

Plan Provisions

Covered employees	Covered employees include all nonunion, nonexempt hourly production employees at the Edenton and Suffolk facilities.
Participation date	Covered employees shall become participants after completing one year of eligibility service. Effective October 11, 1995, accrual of benefits and participation under this plan were frozen.

Definitions

Benefit service	Benefit service is used to determine the amount of a participant's benefit. A participant accrues one year of benefit service for each calendar year in which 1,800 hours are worked. A fractional year of benefit service is expressed in months and is determined by multiplying a fraction, where the numerator is the number of hours worked (not less than 1,000 hours) and the denominator is 1,800 hours. Benefit service is subject to Break-in-Service rules and is reduced by: (a) A calendar year during which the participant completed less than 500 hours of service, (b) Service between termination date and reemployment date, if any. Benefit service is credited up to a maximum of 40 years. No benefit service was credited after October 11, 1995.
Vesting service	Vesting service is used to determine a participant's eligibility for vested benefits under the plan. It is determined in completed full years, and an employee accrues one year of vesting for each calendar year during which he completes 1,000 hours of service. Effective October 11, 1995, all active employees became fully vested in their accrued benefits in connection with the sale of Fisher Nut.
Normal retirement date (NRD)	First day of the calendar month following the month in which a participant attains normal retirement age.

SCHEDULE SB ATTACHMENTS

Monthly pension benefit	The monthly retirement benefit per month per year of benefit service (maximum 40 years) is: $7.50 effective September 1, 1993 $10.00 effective September 1, 1994 $18.00 effective October 11, 1995

Eligibility for Benefits

Normal retirement	A participant is eligible for normal retirement at age 65.
Early retirement	A participant who has attained age 55 and competed five years of vesting service is eligible for a retirement benefit.
Postponed retirement	Retirement after NRD.
Deferred vested termination	A participant whose employment terminates after at least five years of vesting service is eligible for a benefit beginning no earlier than age 55. Special Vesting Provision: Effective October 11, 1995, all active employees became fully vested in their accrued benefits in connection with the sale of Fisher Nut.
Disability	A participant who becomes permanently disabled (unable to engage in any occupation at his place of employment) after age 45 and 15 years of vesting service is eligible for a disability benefit after being disabled for six months.
Preretirement death benefit	If a participant dies after completing five years of vesting service, but before his normal retirement age, and after being married at least one year, his spouse is eligible for a preretirement spouse's death benefit. This applies to active participants, disability retirees, terminated vested participants, and early retirees.

Benefits Paid Upon the Following Events

Normal retirement	The monthly pension benefit determined as of NRD.

SCHEDULE SB ATTACHMENTS

Early retirement	The monthly benefit is computed as for normal retirement and then reduced by .5% for each month by which the first payment precedes age 65.
Postponed retirement	The monthly benefit is computed as for normal retirement, recognizing pay and service credited after normal retirement age.
Deferred vested termination	The monthly benefit is computed as for early retirement.
Disablement	The disability benefit is the greater of the accrued benefit or $50.
Preretirement death	The monthly annuity is equal to 50% of the accrued early retirement joint and 50% spouse's annuity which would have been payable to the participant at the earliest retirement age (or date of death, if later). Payments to the spouse will commence no earlier than the date that the employee would have first been eligible for early retirement benefits.

Other Plan Provisions

Normal form of payment	Life annuity. However, unless a married participant otherwise elects, the benefit is automatically converted to an actuarially equivalent joint and 50% spouse annuity.
Optional forms of payment	Single Life Joint and Spouse: 50%, 75% or 100% Joint and Survivor: 50%, 75% or 100% 10-Year Certain & Life

Changes in Benefits Valued Since Prior Year

There have been no changes in benefits valued since the prior year.

SCHEDULE SB ATTACHMENTS

Procter & Gamble Master Retirement Plan

Shulton Retirement Program (formerly, American Cyanamid Company Employees Retirement Plan)

Supplement D

Plan Provisions

Covered employees	Covered employees include employees originally of Shulton, Inc.
Participation date	Covered employees who have completed at least one year of service. Only employees not covered under another company pension plan or by collective bargaining are eligible. No new active participants will be added to this Supplement after January 31, 1992.

Definitions

Benefit service	Benefit service is used to determine the amount of a participant's benefit. Benefit service is equal to the participant's continuous employment from date of hire, reduced by: (a) A calendar year during which the participant does not complete an hour of service, (b) Service between termination date and reemployment date, if any, (c) Service while on long-term disability. No benefit service shall be credited after January 31, 1992.
Vesting service	Vesting service is used to determine a participant's eligibility for vested benefits under the Plan. It is determined in completed full years and fractions of years, and is based on the period of employment from date of hire, subject to the break-in-service provisions of the Plan. Active employees who became employees of Kolmar Laboratories on January 31, 1992 became fully vested on that date.
Compensation	Compensation is defined as the rate of compensation as of September 1 of the applicable plan year (or prior plan year if termination occurs before September 1).

SCHEDULE SB ATTACHMENTS

Final average monthly compensation	Final average monthly compensation is 1/60 of compensation during the five nonconsecutive calendar years (out of the last ten completed before retirement or termination) during which pay was highest.
Primary Social Security benefit	The Primary Social Security benefit is the monthly amount available at age 65 under the Federal Social Security Act in effect at the earlier of termination of employment or normal retirement age. Wage increases prior to hire are assumed from the later of age 22 or January 1, 1951, to be in accordance with national average wage increases (as determined by the Social Security Administration) to the rate in effect when hired. For a vested benefit before age 65, the Primary Social Security benefit will be reduced by 5/9% for each month (maximum of 60) by which the first payments precedes age 65 and 5/18% for each month by which payments precedes age 60. For other benefits, no future earnings are assumed after termination.
Normal retirement date (NRD)	First day of the calendar month following the month in which a participant attains normal retirement age.
Monthly pension benefit	The monthly retirement benefit is the greater of (a) the career average benefit and (b) the final average pay benefit, reduced by (c): (a) For each year after 1983: 1.25% of compensation up to the Social Security Wage Base, plus 1.00% of pay on September 1, 1983 up to $35,700, plus 1.25% of pay over $35,700, multiplied by service on September 1, 1983. (b) 1.67% of final average monthly compensation, less 1.67% of the Primary Social Security benefit multiplied by benefit service (maximum 30). (c) The actuarial equivalent of the accrued benefit under the prior plan.

Eligibility for Benefits

Normal retirement	A participant is eligible for normal retirement at age 65 and after reaching the 5th anniversary of plan participation.
Early retirement	A participant who has completed five years of vesting service and who has attained the later of age 55 or the date the sum of age and vesting service equals 65 is eligible for a retirement benefit.

SCHEDULE SB ATTACHMENTS

Postponed retirement	Retirement after NRD.
Deferred vested termination	A participant whose employment terminates after at least five years of vesting service is eligible for a benefit beginning no earlier than age 55, unless the employee remained an employee of the Company after January 31, 1992, in which case the participant is eligible for a benefit beginning immediately upon termination from the Company. Special Vesting Provision: A participant's accrued benefit is fully vested if the participant terminated as a result of the sale of Kolmar and he became an employee of Kolmar.
Disability	A participant who becomes permanently disabled (unable to engage in any occupation at this place of employment, and is expected to remain disabled until age 65), who has been disabled at least six consecutive months after at least five years of vesting service, and for whom the sum of years of vesting service and age is at least 65, is eligible for a disability benefit.
Preretirement death benefit	If a participant dies after completing five years of vesting service, but before his normal retirement age, and after being married at least one year, his spouse is eligible for a pre-retirement spouse's death benefit. This applies to active participants, disability retirees, terminated vested employees, and early retirees.

Benefits Paid Upon the Following Events

Normal retirement	The monthly pension benefit determined as of NRD.
Early retirement	The monthly benefit is computed as for normal retirement and then the gross benefit before the offset is reduced by .25% for each month by which the first payment precedes age 65 or, if age 55 and completed 20 years of service, reduced by .25% for each month by which the first payment precedes age 62. The Social Security offset (where applicable) is reduced by 5/9% for each month (maximum of 60) by which the first payment precedes age 65 and 5/18% for each month by which the first payment precedes age 60.
Postponed retirement	The monthly benefit is computed as for normal retirement, recognizing pay and service credited after normal retirement age.

SCHEDULE SB ATTACHMENTS

Deferred vested termination	The monthly benefit is computed as for normal retirement and is actuarially reduced for early commencement.
Disablement	The disability benefit is the greater of: (i) The accrued benefit, calculated using an offset of 1.67% of the disability benefit entitlement under the Social Security Act, multiplied by years of vesting service (in lieu of the Primary Social Security offset). (ii) $4 per month per year of vesting service, less 1.67% of the disability entitlement under the Social Security Act, multiplied by the years of vesting service.
Preretirement death	The monthly annuity is equal to 50% of the accrued early retirement joint and 50% spouse's annuity which would have been payable to the participant at the earliest retirement age (or date of death, if later). For purposes of benefit commencement, the participant is deemed to have reached the earliest retirement age upon death, regardless of the date of death.

Other Plan Provisions

Normal form of payment	Life annuity. However, unless a married participant otherwise elects, the benefit is automatically converted to an actuarially equivalent joint and 50% spouse annuity.
Optional forms of payment	Single Life* Joint and Spouse: 50%*, 75% or 100% Joint and Survivor: 50%, 75% or 100% Certain and Life: 10 or 15 years Lump Sum* * Only forms allowed if terminated participant begins receiving payments before retirement age.

Changes in Benefits Valued Since Prior Year

There have been no changes in benefits valued since the prior year.

SCHEDULE SB ATTACHMENTS

Procter & Gamble Master Retirement Plan

Hawaiian Punch Hourly Employees Retirement Plan (formerly, Del Monte Corporation Retirement Plan for Hourly Rated and Production Employees at South Brunswick, New Jersey and Atlanta, Georgia)

Supplement E

Plan Provisions

Covered employees	Covered employees include all hourly-rated or piecework employees and nonexempt product or maintenance employees who are employed at South Brunswick, New Jersey, and employees covered under the collective bargaining agreement with Local Union No. 42, located at the LaGrange Boulevard location in Atlanta, Georgia.
Participation date	A covered employee is eligible to participate following the attainment of age 21 and completion of one year of eligibility service. Active participation of all employees ceased on December 31, 1995.

Definitions

Benefit service	Benefit service is used to determine the amount of a participant's benefit. Benefit service is equal to completed years (and fractional years) from date of hire, reduced by: (a) Service while the participant was not an eligible employee, (b) Service while disabled, (c) Certain extended breaks-in-service. No benefit service was earned after December 31, 1995.
Vesting service	Vesting service is used to determine a participant's eligibility for vested benefits under the plan. It is determined in completed full years and fractions of years and is based on the period of employment from date of hire, subject to the break-in-service provisions of the plan. Effective December 31, 1995 all active employees became fully vested.
Normal retirement date (NRD)	First day of the calendar month following the month in which a participant attains normal retirement age.

SCHEDULE SB ATTACHMENTS

Monthly pension benefit:	The monthly normal retirement benefit is computed as follows: *Atlanta:* July 1, 1991 – June 30, 1994: $10 per month per year of benefit service (maximum 30 years) After July 1, 1994: $12.50 per month per year of benefit service (maximum 30 years) *South Brunswick:* July 1, 1991 – June 30, 1994: $10.50 per month per year of benefit service (maximum 30 years) After July 1, 1994: $12.50 per month per year of benefit service (maximum 30 years)

Eligibility for Benefits

Normal retirement	A participant is eligible for normal retirement at age 65 and after reaching the 5th anniversary of plan participation.
Early retirement	A participant who has attained age 55 and completed 10 years of vesting service is eligible for a retirement benefit.
Postponed retirement	Retirement after NRD.
Deferred vested termination	A participant whose employment terminates after at least five years of vesting service is eligible for a benefit beginning no earlier than age 55.
Disability	A participant who becomes permanently disabled (unable to engage in any occupation at his place of employment) after 15 years of vesting service is eligible for a disability benefit.
Preretirement death benefit	If a participant dies after completing five years of vesting service but before his normal retirement age, and after being married at least one year, his spouse is eligible for a pre-retirement spouse's death benefit. This applies to active participants, terminated vested participants, disability retirees, and early retirees.

SCHEDULE SB ATTACHMENTS

Benefits Paid Upon the Following Events

Normal retirement	The monthly pension benefit determined as of NRD.
Early retirement	The benefit is computed as for normal retirement and reduced by 5/9% for each month by which the first payment precedes age 65 and 5/18% for each month by which the first payment precedes age 60.
Postponed retirement	The monthly benefit is computed as for normal retirement, recognizing service credited after normal retirement age.
Deferred vested termination	The monthly benefit is computed as for early retirement.
Disablement	The accrued benefit at normal retirement with no reduction for early commencement.
Preretirement death	The monthly benefit is equal to 50% of the accrued early retirement joint and 50% spouse's annuity which would have been payable to the participant at the earliest retirement age (or date of death, if later). Payments to the spouse will commence no earlier than the date that the employee would have first been eligible for early retirement benefits.

Other Plan Provisions

Normal form of payment	Life annuity. However, unless a married participant otherwise elects, the benefit is automatically converted to an actuarially equivalent joint and 50% spouse annuity.
Optional forms of payment	Single Life Joint and Spouse: 50%, 75% or 100% Joint and Survivor: 50%, 75% or 100% Certain and Life: 10 year

Changes in Benefits Valued Since Prior Year

There have been no changes in benefits valued since the prior year.

SCHEDULE SB ATTACHMENTS

Procter & Gamble Master Retirement Plan

Richardson-Vicks Retirement Program (formerly, The Richardson-Vicks Retirement Plan (the "Predecessor Plan") and the Richardson-Vicks Individual Retirement Options Trust Plan (the "Merged Plan"))

Supplement F

Plan Provisions

Covered employees	The plan covers benefit-eligible participants of the Richardson-Vicks Individual Retirement Options Trust Plan who separated from service prior to June 30, 1991, along with employees who terminated prior to January 1, 1988 and had a benefit in the Richardson-Vicks Retirement Plan on December 31, 1987.
Participation date	Effective June 30, 1991, benefit accrual and active participation under the plan and any predecessor plan was frozen.

Definitions

Normal retirement date (NRD)	First day of the calendar month following the month in which a participant attains normal retirement age.
Monthly pension benefit	The normal retirement benefit is 1% of the participant's compensation for each year of service, or fraction thereof, credited under the Predecessor Plan.
Grandfathered benefit	Participant who reached age 50 on or before January 1, 1988, and were employees on December 31, 1987 are eligible for alternative benefits calculated under the provisions of the Predecessor Plan as in effect on December 30, 1987, if this results in a greater amount of accrued benefits than the total provided under the Retirement Program.
Minimum benefit	For participants whose Normal Retirement Date is on or after January 1, 1986, and who retire after January 1, 1986, a minimum benefit of $16 a month for each year of Benefit Service or fraction thereof credited under the Predecessor Plan is provided.

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Eligibility for Benefits

Normal retirement	A participant is eligible for normal retirement at age 65 and after reaching the 5th anniversary of plan participation.
Early retirement	A participant who has attained age 55 and whose sum of age plus vesting service is greater than or equal to 75 is eligible for a retirement benefit.
Postponed retirement	Not applicable.
Deferred vested termination	A participant whose employment terminates after at least five years of vesting service is eligible for a benefit beginning no earlier than age 55.
Disability	Not applicable.
Preretirement death benefit	If a participant is legally married on the date of his death, his spouse is eligible for a preretirement spouse's death benefit.

Benefits Paid Upon the Following Events

Normal retirement	The monthly pension benefit determined as of NRD
Early retirement:	*For participants who terminated after December 31, 1987:* The Monthly benefit is computed as for normal retirement and then reduced 1/3 of 1% for each month that payments precede age 65. *For participants who terminated prior to January 1, 1988:* The monthly benefit is computed as for normal retirement and then reduced 3.33% per year between ages 55 and 59 and 6.67% per year between ages 60 and 64 for each month that payments precede age 65.
Postponed retirement	Not applicable.
Deferred vested termination	The monthly benefit is computed as for early retirement.
Disablement	Not applicable.

SCHEDULE SB ATTACHMENTS

Preretirement death	The monthly benefit is equal to the participant's accrued benefit.

Other Plan Provisions

Normal form of payment	For participants who terminated after December 31, 1987, a single-life escalating annuity. For participants who terminated before January 1, 1988, a single-life annuity. However, unless a married participant otherwise elects, the benefit is automatically converted to an actuarially equivalent joint and 50% spouse's annuity.
Optional forms of payment	Single Life Joint and Spouse: 50%, 75% or 100% Joint and Survivor: 50%, 75% or 100% Certain and Life: 10 years Lump Sum * * Not applicable if terminated prior to January 1, 1988.

Changes in Benefits Valued Since Prior Year

There have been no changes in benefits valued since the prior year.

SCHEDULE SB ATTACHMENTS

Procter & Gamble Master Retirement Plan

J.T. Baker Retirement Program (formerly, J. T. Baker Retirement Plan)

Supplement G

Plan Provisions

Covered employees	Covered employees include union and nonunion employees.
Participation date	A covered employee is eligible to participate in the plan following the completion of one year for qualifying service and the attainment of age 21.

Definitions

Benefit service	Benefit service is used to determine the amount of a participant's benefit. Benefit service is equal to completed years (and fractional years) from date of hire, reduced by: (a) Service while the participant was not an eligible employee, (b) Certain extended breaks-in-service. No benefit service will be credited after February 16, 1995.
Vesting service	Vesting service is used to determine a participant's eligibility for vested benefits under the plan. It is determined in completed full years and fractions of years and is based on the period of employment from date of hire, subject to the break-in-service provisions of the plan. All employees became fully vested on February 16, 1995.
Compensation	Compensation is defined as total W-2 pay before any salary reduction, not including overtime, bonuses, and other special compensation.
Final average monthly compensation	Final average monthly compensation is 1/60 of the compensation earned during the five consecutive calendar years (out of the last ten completed before retirement or termination) during which pay was the highest.
Normal retirement date (NRD)	First day of the calendar month following the month in which a participant attains normal retirement age.

SCHEDULE SB ATTACHMENTS

Monthly pension benefit:

Union employees:

The monthly normal retirement benefit is equal to 1% of average annual compensation for all calendar years 1985 through 1989 inclusive, plus 1% of aggregate compensation for each year of participation subsequent to 1989 (maximum 40 years).

Nonunion employees:

The monthly normal retirement benefit is equal to 1% of final average monthly compensation multiplied by benefit service (maximum 40 years).

Minimum benefit

The minimum monthly benefit for all participants, union and nonunion, is the product of benefit service and the following benefit rate

Last Date as Active Participant		Minimum Monthly
On or After	*Before*	*Benefit Rate*
July 1, 1989	July 1, 1990	$17
July 1, 1990	July 1, 1991	$18
July 1, 1991	July 1, 1992	$19
July 1, 1992	July 1, 1993	$20
July 1, 1993	July 1, 1994	$21
July 1, 1994		$22

Eligibility for Benefits

Normal retirement

A participant is eligible for normal retirement at age 62.

Early retirement

A participant who has attained age 55 is eligible for a retirement benefit.

Postponed retirement

Retirement after NRD.

Deferred vested termination

A participant whose employment terminates after at least five years of vesting service is eligible for a benefit beginning no earlier than age 55.

Special Vesting Provision*:* Participants who were active as of February 16, 1995 became fully vested in their accrued benefits.

Disability

Not applicable.

SCHEDULE SB ATTACHMENTS

Preretirement death benefit	If a participant dies after completing five years of vesting service, but before his normal retirement age and after being married at least one year, his spouse is eligible for a pre-retirement spouse's death benefit. This applies to active participants, disabled participants with at least five years of service at time of disability, terminated vested participants, and early retirees.
Special spouse's annuity	If a participant dies before retirement and after attaining 65 age/service points, the spouse may elect a special spouse's annuity in lieu of the pre-retirement spouse's death benefit.

Benefits Paid Upon the Following Events

Normal retirement	The monthly pension benefit determined as of NRD
Early retirement	The monthly benefit is computed as for normal retirement and then reduced .25% for each month by which the first payment precedes age 62.
Postponed retirement	The monthly benefit is computed as for normal retirement, recognizing pay and service credited after normal retirement age.
Deferred vested termination	The monthly benefit is computed as for early retirement.
Disablement	Not applicable
Preretirement death	The monthly annuity is equal to 50% of the actuarially equivalent joint and 50% spouse's annuity which would have been payable to the participant at the later of earliest retirement age or his date of death. Payments to the spouse will commence no earlier than the date the employee would have first been eligible for early retirement benefits.
Special spouse's annuity	The monthly annuity is equal to 50% of the annuity which would have been payable to the participant at the later of normal retirement age or date of death.

SCHEDULE SB ATTACHMENTS

Other Plan Provisions

Normal form of payment	Life annuity. However, unless a married participant otherwise elects, the benefit is automatically converted to an actuarially equivalent joint and 50% spouse annuity.
Optional forms of payment	Single Life Annuity Joint and Spouse: 50%, 75% or 100% Joint and Survivor: 50%, 75% or 100% 10-Year Certain and Life Lump Sum (unlimited amount)- option only available for early retirements

Changes in Benefits Valued Since Prior Year

There have been no changes in benefits valued since the prior year.

SCHEDULE SB ATTACHMENTS

Procter & Gamble Master Retirement Plan

Max Factor & Co. Retirement Program (formerly, Revlon Inc. Employees' Retirement Plan)

Supplement H

Plan Provisions

Covered employees	Covered employees include employees who are employed by the Employer, who work in the United States and who are not classified as leased employees, represented by a collective bargaining agent and not in another pension plan maintained by the Employer or an affiliate.
Participation date	An employee is eligible to participate following the completion of one year of eligibility service. No new active participants will be added to this Supplement after July 1, 1992.

Definitions

Benefit service	Benefit service is used to determine the amount of a participant's benefit. Benefit service is equal to the participant's continuous employment from date of hire, reduced by: (a) Service between termination date and reemployment date greater than 5 years, (b) Certain extended breaks-in-service, (c) Service prior to July 1, 1981 for certain employees. No benefit service is credited after June 30, 1992.
Vesting service	Vesting service is used to determine a participants' eligibility for vested benefits under the plan. It is determined in completed full years and months and is based on the total period of employment from date of hire, subject to the break-in-service provisions of the Plan.
Compensation	Compensation is defined as total W-2 pay before any salary reduction, with certain specified exclusions, and with certain specified adjustments.
Final average monthly compensation	Final average monthly compensation is 1/60 of the compensation earned during the five consecutive calendar years (out of the last ten completed before retirement or termination) during which pay was highest.

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Primary Social Security benefit

The Primary Social Security benefit is the monthly amount available at age 65 under the Federal Social Security Act in effect at the earlier of the termination of employment or normal retirement age. Wage increases prior to hire are assumed from the later of age 22 or January 1, 1951, to be in accordance with national average wage increases (as determined by the Social Security Administration) to the rate in effect when hired. For an early retirement benefit, no future earnings are assumed after termination. For other benefits, constant earnings are assumed to age 65, at the rate in effect at termination.

Normal retirement date (NRD)

First day of the calendar month following the month in which a participant attains normal retirement age.

Monthly pension benefit

The monthly normal retirement benefit is 52% of final average monthly compensation less 50% of Primary Social Security benefit, reduced proportionately for credited service of less than 30 years. Up to 34/30^{ths} of the benefit formula can be earned based on service for employees active on October 31, 1976.

Minimum benefit

The minimum monthly benefit is equal to the product of years of benefit service, up to a maximum of 30* years, times the applicable monthly minimum benefit factor from the table below:

	Monthly Minimum Benefit Factor	
Final Average Annual Compensation	*First 20 Years of Benefit Service*	*Years of Benefit Service in Excess of 20 Years*
$18,000 and higher	$24.00	$19.50
$17,000 - $17,999	$23.00	$18.50
$16,000 - $16,999	$22.00	$17.50
$15,000 - $15,999	$21.00	$16.50
$14,000 - $14,999	$20.00	$15.50
$13,000 - $13,999	$19.00	$14.50
$12,000 - $12,999	$18.00	$13.50
$11,000 - $11,999	$17.00	$12.50
$10,000 - $10,999	$16.00	$11.50
$9,000 - $9,999	$15.00	$10.50
$8,000 - $8,999	$14.00	$9.50
$7,000 - $7,999	$13.00	$8.50
$6,000 - $6,999	$12.00	$7.50
$5,999 and below	$11.00	$6.50

* Thirty-four years if participant was an eligible employee under the Former Plan on October 31, 1976.

SCHEDULE SB ATTACHMENTS

Eligibility for Benefits

Normal retirement	A participant is eligible for normal retirement at age 65 and after reaching the 5th anniversary of plan participation.
Early retirement	A participant who has attained age 55 and completed 10 years of vesting service is eligible for a retirement benefit.
Postponed retirement	Retirement after NRD.
Deferred vested termination	A participant whose employment terminates after at least five years of vesting service is eligible for a benefit beginning no earlier than age 55. Special Vesting Provision: Participants terminating on or after October 1, 1991, due to a reduction in force will be fully vested.
Disability	A participant who becomes permanently disabled (unable to engage in any occupation at his place of employment) after completing five years of vesting service is eligible for a disability benefit after being disabled for six months, if he is not eligible to participate in an employer LTD plan.
Preretirement death benefit	If a participant dies after completing five years of vesting service, but before normal retirement age, and after being married at least one year, his spouse is eligible for a pre-retirement spouse's death benefit. This applies to active participants, disabled participants with at least five years of service at time of disability, terminated vested participants, and early retirees.

Benefits Paid Upon the Following Events

Normal retirement	The monthly pension benefit determined as of NRD
Early retirement	The monthly benefit is computed as for normal retirement and then reduced .5% for each month by which the first payment precedes age 65. The benefit payable at early retirement shall not be less than the accrued benefit as of July 24, 1991, reduced for early commencement using the Former Plan factors.

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Postponed retirement	The monthly benefit is computed as for normal retirement, recognizing pay and service credited after normal retirement age.
Deferred vested termination	The monthly benefit is computed as for early retirement. The participant may elect an annuity beginning at date of termination which is the actuarial equivalent of the normal retirement benefit.
Disablement	The disability benefit is the accrued benefit as of the date of disability reduced by ½% for each month payments precede age 65 and actuarially for each month payments precede age 55.
Preretirement death	The monthly benefit is equal to 50% of the accrued early retirement joint and 50% spouse's annuity which would have been payable to the participant at the date of death.

Other Plan Provisions

Normal form of payment	Life annuity. However, unless a married participant otherwise elects, the benefit is automatically converted to and actuarially equivalent 50% joint and survivor annuity.
Optional forms of payment	Life Annuity Social Security level income option Joint and Spouse: 50%, 75% or 100% Joint and Survivor: 50%, 75% or 100% Certain and Life: 10 or 15 years Annuity with full cash refund Lump Sum (unlimited amount)

Changes in Benefits Valued Since Prior Year

There have been no changes in benefits valued since the prior year.

SCHEDULE SB ATTACHMENTS

Procter & Gamble Master Retirement Plan

Sundor Brands, Inc. Retirement Program (formerly, Retirement Plan for participating employees of Sundor Group, Inc.)

Supplement I

Plan Provisions

Covered employees	Covered employees include those employees who are employed by this Employer.
Participation date	A covered employee is eligible to participate in the Plan following the completion of one year of eligibility service. Active participation of all employees ceased December 31, 1995.

Definitions

Benefit service	Benefit Service as of July 1, 1993 is equal to the credited service under the Former Plan as of June 30, 1993. For service after June 30, 1993, Benefit Service is computed as follows: *Participants scheduled to work at least 1,000 hours:* One-twelfth of a year of Benefit Service is credited for each month in which the participant works at least one hour. *Participants scheduled to work less than 1,000 hours:* One year of Benefit Service is credited for each year in which the participant works at least 1,000 hours. No benefit service will be credited after December 31, 1995.
Vesting service	Starting January 1, 1987, service from date of hire to termination. Vesting Service earned as of December 31, 1986 is based on plan provision in effect at that time.
Compensation	W-2 pay excluding bonuses and other nonrecurring payments but including overtime, commissions, and any salary deferrals under Code Section 125 or 401(k). Qualified Plan Compensation is limited to $200,000 (increased for future plan years) for 1989 and prior plan years.
Final average monthly compensation	The highest average Compensation for the period of five consecutive calendar years within the 10 calendar years preceding termination.

SCHEDULE SB ATTACHMENTS

Primary Social Security benefit	The Primary Social Security benefit is the monthly amount available at age 65 under the Federal Social Security Act in effect at age 65 or, if later, actual age at retirement. Wage increases prior to hire are assumed to be in accordance with national average wage increases (as determined by the Social Security Administration) to the rate in effect when hired. If a participant terminates employment prior to his normal retirement date, no future earnings are assumed to be earned after termination.
Normal retirement date (NRD)	First day of the calendar month following the month in which a participant attains normal retirement age.
Monthly pension benefit	1.6% of Final Average Compensation less 1.25% of Primary Social Security times Credited Service. Some plan participants have special benefit described below: Hawaiian Punch employees receive a life annuity based upon the credit balance in the PRA plan. Lincoln Food's employees receive a frozen accrued benefit as of May 1, 1989, from their prior plan.
Minimum benefit	Sundor Brands Inc. employees who were members of the plan as of December 31, 1986, will have the following minimum benefit: *Normal Retirement Benefit:* 22.5% of Final Average Compensation plus 17.5% of Final Average Compensation in excess of $4,800 with such amount reduced 1/15th for each year of Vesting Service less than 15. *Final Average Compensation* Highest average compensation for five consecutive calendar years in the last 10-year period before retirement but limited to a maximum of $30,000.

Eligibility for Benefits

Normal retirement	A participant is eligible for normal retirement at age 65.
Early retirement	A participant who has attained age 55 with three years of vesting service is eligible for a retirement benefit.

SCHEDULE SB ATTACHMENTS

Postponed retirement	Retirement after NRD.
Deferred vested termination	A participant whose employment terminates after at least three years of vesting service is eligible for a benefit beginning no earlier than age 55. Special Vesting Provision: Participants terminating during the period 1993-1995 due to a plant closing are fully vested in their accrued benefit.
Disability	A participant becoming permanently disabled before age 55 with 10 years of vesting service.
Preretirement death benefit	If a participant dies after completing three years of vesting service but before his normal retirement age, and after being married at least one year, his spouse is eligible for a pre-retirement spouse's death benefit. This applies to active participants, terminated vested participants, disability retirees, and early retirees.

Benefits Paid Upon the Following Events

Normal retirement	The monthly pension benefit determined as of NRD.
Early retirement	A benefit calculated in the same manner as a normal retirement benefit, reduced 5% per year for commencement prior to age 65.
Postponed retirement	The monthly benefit is computed as for normal retirement, recognizing pay and service credited after normal retirement age.
Deferred vested termination	The monthly benefit is computed as for early retirement but reduced 5% per year from age 65 and subject to the following vesting schedule:

Years of Vesting Service	Vested Percentage
3	20%
4	40%
5	60%
6	80%
7	100%

SCHEDULE SB ATTACHMENTS

Disablement	Normal retirement benefit based on Final Average Compensation, Credited Service, and formula at time of termination of employment due to total disability plus the years of Credited Service he would have earned had employment continued until age 65 (assuming member remains disabled). Benefits begin following the later of (1) age 65 or (2) date payments under long-term disability program end.
Preretirement death	The monthly annuity is equal to 50% of the vested accrued early retirement joint and 50% spouse's annuity which would have been payable to the participant at the earliest retirement age (or date of death, if later). Payments to the spouse will commence no earlier than the date that the employee would have first been eligible for early retirement benefits.

Other Plan Provisions

Normal form of payment	Life annuity. However, unless a married participant otherwise elects, the benefit is automatically converted to an actuarially equivalent joint and 50% spouse annuity.
Optional forms of payment	Single Life Joint and Spouse: 50%, 75% or 100% Joint and Survivor: 50%, 75% or 100% Certain and Life: 10 or 15 year Lump Sum (for Hawaiian Punch and Lincoln Foods benefits)

Changes in Benefits Valued Since Prior Year

There have been no changes in benefits valued since the prior year.

SCHEDULE SB ATTACHMENTS

Procter & Gamble Master Retirement Plan

P & G Pharmaceuticals, Inc. Retirement Program for Hourly Employees (formerly, Morton-Norwich Products, Inc. Pension Plan for Hourly-Rated Employees)

Supplement J

Plan Provisions

Covered employees	The plan covers prior hourly rated active participants with frozen benefits, along with retired and terminated vested hourly employees at Procter & Gamble Pharmaceuticals, Inc.
Participation date	No new participants will be added to this Supplement after June 30, 1993.

Definitions

Benefit service	Benefit service is used to determine the amount of a participant's benefit. Benefit service is equal to the accrued service under the provisions of the plan as of December 31, 1975, plus continuous employment after December 31, 1975, reduced by: (a) Service while the participant was not an hourly-rated employee, (b) Service while disabled, if he had less than ten years of benefit service at time of disablement, (c) Service between termination date and reemployment date, if any. No benefit service will be credited after June 30, 1993.
Vesting service	Vesting service is used to determine a participant's eligibility for vested benefits under the plan. It is determined in completed full years and months, and is based on the period of employment from date of hire, subject to the break-in-service provision of the Plan. All active employees became fully vested on June 30, 1993.
Compensation	Compensation is defined as total W-2 pay before any salary reduction.
Final average monthly compensation	Final average monthly compensation is 1/60 of compensation during the five consecutive calendar years (out of the last ten completed before retirement or termination) during which pay was highest.

SCHEDULE SB ATTACHMENTS

Final monthly compensation	One-twelfth of the compensation in the highest-paid year used in determining final average monthly compensation.
Normal retirement date (NRD)	First day of the calendar month following the month in which a participant attains normal retirement age.
Monthly pension benefit	The monthly normal retirement benefit is 1% of average final earnings times years of service. This is then reduced by any benefit payable from the Former Plan which represents a benefit for a period of service covered under this plan.
Frozen benefit:	*Greenville:* Benefits for the Greenville hourly non-bargained employees were frozen as of July 1, 1987. Benefits were calculated based on service accrued to June 30, 1987, and on average final earnings calculated as of June 30, 1987. The monthly benefit is payable at normal retirement age and is reduced 5/9% for each month (maximum of 60) by which payments recede age 65 and 5/18% for each month by which payments precede age 60. *Norwich Hourly:* Benefits for the Norwich Hourly employees were frozen as of June 30, 1993. Benefits were calculated based on service accrued to June 30, 1993, and on average final earnings calculated as of June 30, 1993. The monthly benefit is payable at normal retirement age and is reduced by 10% at age 61 and 5% per year from age 61 to age 55.

Eligibility for Benefits

Normal retirement	A participant is eligible for normal retirement at age 65.
Early retirement	A participant who has attained age 55 and completed five years of service is eligible for a retirement benefit.
Postponed retirement	Retirement after NRD.
Deferred vested termination	A participant whose employment terminates after at least five years of vesting service is eligible for a benefit beginning no earlier than age 55. Special Vesting Provision*:* All employees who were participants as of June 30, 1993, are fully vested in the benefit accrued as of June 30, 1993, under the provisions of plan as in effect on that date.

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Disability	A participant who becomes permanently disabled (unable to engage in any occupation at his place of employment) after completing ten years of service is eligible for a disability benefit. A participant who becomes incapable of fully performing the duties of his employment after completing ten years of service and after attaining age 55 if eligible for an incapacity benefit.
Preretirement death benefit	If a participant dies after attaining age 55 or completing five years of vesting service, but before his normal retirement age and after being married at least one year, his spouse is eligible for pre-retirement spouse's death benefit. This applies to active participants, disabled participants with at least five years of service at time of disability, terminated vested participants, and early retirees.

Benefits Paid Upon the Following Events

Normal retirement	The monthly pension benefit determined as of NRD.
Early retirement:	*For hourly non-bargained (Greenville) employees and other hourly employees who terminated prior to April 1,1986:* The monthly benefit is computed as for normal retirement and then reduced 5/9% for each month (maximum of 60) by which the first payment precedes age 65 and 5/18% for each month by which the first payment precedes age 60. *For hourly employees who terminated between April 1, 1986 and January 22, 1989:* The monthly benefits is computed as for normal retirement and then reduced by 4% per year prior to age 65. *For hourly employees who terminated after January 22, 1989:* The monthly benefit is computed as for normal retirement and then reduced by 10% at age 61 and 5% per year from age 61 to age 55.
Postponed retirement	The monthly benefit is computed as for normal retirement, recognizing pay and service credited after normal retirement age.
Deferred vested termination	The monthly benefit is computed as for early retirement.

SCHEDULE SB ATTACHMENTS

Disablement	The disability benefit is computed as for normal retirement. The incapacity benefit is computed as for normal retirement and then reduced .165% for each month by which payments precede normal retirement age, except that the maximum of 80% of final earnings less 100% of the Primary Social Security benefit will not apply until age 62.
Preretirement death	The monthly annuity is equal to 50% of the actuarially equivalent joint and 50% spouse's annuity which would have been payable to the participant at the later of normal retirement age or his date of death. Payments to the spouse will commence no earlier than the date that the employee would have first been eligible for early retirement benefits.

Other Plan Provisions

Return of employee contributions upon death	In the event that a participant and any contingent annuitant die before receiving benefits which exceed the individual's employee contributions, if any, with interest, a lump sum value of the difference will be paid.
Normal form of payment	Life annuity. However, unless a married participant otherwise elects, the benefit is automatically converted to an actuarially equivalent joint and 50% spouse's annuity. This conversion occurs at a participant's normal retirement date even if he actually retires prior to that date.
Optional forms of payment	Life Annuity Joint and Spouse: 50%, 75% or 100% Joint and Survivor: 50%, 75% or 100% Certain and Life: 10 years Social Security level income option

Changes in Benefits Valued Since Prior Year

There have been no changes in benefits valued since the prior year.

SCHEDULE SB ATTACHMENTS

Procter & Gamble Master Retirement Plan

Fisher Nut Service Related Retirement Program (formerly, The Fisher Nut Company Service Related Pension Plan)

Supplement K

Plan Provisions

Covered employees	The plan covers prior active and terminated participants who were members of the Twin Cities Bakery and Confectionery Workers Union, Local #22, AFL-CIO.
Participation date	No new participants will be added to this Supplement after June 30, 1994.

Definitions

Benefit service	Benefit service is used to determine the amount of a participant's benefit. A participant accrues one year of benefit service for each calendar year in which 1,800 hours are worked. A fractional year of benefit service is expressed in months and is determined by multiplying a fraction, where the numerator is the number of hours worked (not less than 1,000 hours) and the denominator is 1,800 hours. Benefit service is subject to Break-in-Service rules and is reduced by: (a) A calendar year during which the participant completes less than 500 hours of service, (b) Service between termination date and reemployment date, if any. Benefit service credited up to a maximum of 35 years. No benefit service was credited after June 30, 1994.
Vesting service	Vesting service is used to determine a participant's eligibility for vested benefits under the plan. It is determined in completed full years, and an employee accrues one year of vesting for each calendar year during which he completes 1,000 hours of service. Effective December 1, 1993, all active participants became fully vested in their accrued benefits.
Normal retirement date (NRD)	First day of the calendar month following the month in which a participant attains normal retirement age.

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Monthly pension benefit	The monthly retirement benefit per month per year of benefit service is: $14 effective January 1, 1990 $16 effective January 1, 1993 $18 effective January 1, 1994 (maximum 35 years).

Eligibility for Benefits

Normal retirement	A participant is eligible for normal retirement at age 65.
Early retirement	A participant who has attained age 55 and completed ten years of vesting service is eligible for a retirement benefit.
Postponed retirement	Retirement after NRD.
Deferred vested termination	A participant whose employment terminates after at least five years of vesting service is eligible for a benefit beginning no earlier than age 55. Special Vesting Provision*:* All participants who were employed on or after December 1, 1993 are fully vested in their accrued benefit.
Disability	A participant who becomes permanently disabled (unable to engage in any occupation at his place of employment) after age 45 and 15 years of vesting service is eligible for a disability benefit after being disabled for six months.
Preretirement death benefit	If a participant dies after completing five years of vesting service, but before his normal retirement age, and after being married at least one year, his spouse is eligible for a pre-retirement spouse's death benefit. This applies to active participants, disability retirees, terminated vested participants, and early retirees.

Benefits Paid Upon the Following Events

Normal retirement	The monthly pension benefit determined as of NRD.
Early retirement	The monthly benefit is computed as for normal retirement and then reduced by .5% for each month by which the first payment precedes age 65.

SCHEDULE SB ATTACHMENTS

Postponed retirement	The monthly benefit is computed as for normal retirement, recognizing service credited after normal retirement age.
Deferred vested termination	The monthly benefit is computed as for early retirement.
Disablement	The disability benefit is the greater of the accrued benefit or $50.
Preretirement death	The monthly annuity is equal to 50% of the accrued early retirement joint and 50 % spouse's annuity which would have been payable to the participant at the earliest retirement age (or date of death, if later). Payments to the spouse will commence no earlier than the date that the employee would have first been eligible for early retirement benefits.

Other Plan Provisions

Normal form of payment	Life annuity. However, unless a married participant otherwise elects, the benefit is automatically converted to an actuarially equivalent joint and 50% spouse annuity.
Optional forms of payment	Single Life Joint and Spouse: 50%, 75% or 100% Joint and Survivor: 50%, 75% or 100% 10-Year Certain and Life

Changes in Benefits Valued Since Prior Year

There have been no changes in benefits valued since the prior year.

SCHEDULE SB ATTACHMENTS

Procter & Gamble Master Retirement Plan

Tambrands Retirement Program

Supplement L

Plan Provisions

Covered employees	All employees who meet participation requirements.
Participation date	A covered employee is eligible to participate in the plan following the completion of one year of qualifying service and the attainment of age 21. Effective June 30, 1999, accrual of benefits and participation under this plan were frozen.

Definitions

Compensation	Compensation is defined as base pay, overtime, and regular annual bonus.
Past service compensation	Past service compensation is 1/3 of the compensation earned during the three consecutive calendar years (out of the last ten completed before December 31, 1990) during which pay was the highest.
Annual compensation	Compensation earned during each plan year, beginning July 1, 1989.
Special Average Base Salary	The special average base salary is the average of base pay rates as of the highest five consecutive June 30ths, out of the last ten preceding July 1, 1991.
Normal retirement date (NRD)	First day of the calendar month following the month in which a participant attains normal retirement age and completes five years of service.
Monthly pension benefit	The annual normal retirement benefit is equal to the sum of (a) and (b): (a) 1.25% of past service compensation up to $25,200 plus 1.5% of past service compensation in excess of $25,200, multiplied by benefit service as of June 30, 1989, (b) For each year of service after June 30, 1989, 1.25% of annual compensation up to $25,200 plus 1.5% of annual compensation in excess of $25,200.

SCHEDULE SB ATTACHMENTS

	In no event will the monthly benefit be less than $8 multiplied by benefit service.
Minimum benefit	The minimum monthly benefit for participants who were active any time between July 1, 1989 and June 30, 1990, is 1.5% of special average base salary multiplied by years of service.

Eligibility for Benefits

Normal retirement	A participant is eligible for normal retirement at age 65 and five years of service.
Early retirement	A participant who has attained age 55 and completed ten years of service, or age 62 with five years of service, is eligible for a retirement benefit.
Postponed retirement	Retirement after NRD.
Deferred vested termination	A participant whose employment terminates after at least five years of vesting service is eligible for a benefit beginning no earlier than age 62 (age 55 if the employee had completed ten years of service).
Disability	10 years of vesting service and qualify for payment of total and permanent disability benefits under the Social Security Act.
Preretirement death benefit	If a participant dies after completing five years of vesting service, but before his normal retirement age and after being married at least one year, his spouse is eligible for a pre-retirement spouse's death benefit. This applies to active participants, disabled participants with at least five years of service at time of disability, terminated vested participants, and early retirees.

Benefits Paid Upon the Following Events

Normal retirement	The monthly pension benefit determined as of NRD
Early retirement	The monthly benefit is computed as for normal retirement and then reduced .3333% for each month by which the first payment precedes age 62.

SCHEDULE SB ATTACHMENTS

Postponed retirement	The monthly benefit is computed as for normal retirement, recognizing pay and service credited after normal retirement age.
Deferred vested termination	The monthly benefit is computed as for early retirement, except that if the employee had completed less than ten years of service, the benefit is reduced by 5/9 of 1% per month below age 65.
Disablement	The unreduced normal retirement benefit offset by any payments from a Company accident, sickness, or long-term disability plan. This disability benefit is payable as a Single Life Annuity until the date the participant dies, ceases to be disabled, or reaches the Normal Retirement Date.
Preretirement death	The monthly annuity is equal to 50% of the actuarially equivalent joint and 50% spouse's annuity which would have been payable to the participant at the later of earliest retirement age or his date of death. Payments to the spouse will commence no earlier than the date that the employee would have first been eligible for early retirement benefits.

Other Plan Provisions

Normal form of payment	Life annuity. However, unless a married participant otherwise elects, the benefit is automatically converted to an actuarially equivalent joint and 50% spouse annuity.
Optional forms of payment	Single Life Joint and Spouse: 50%, 75% or 100% Joint and Survivor: 50%, 75% or 100% 10-Year Certain and Life

Changes in Benefits Valued Since Prior Year

There have been no changes in benefits valued since the prior year.

SCHEDULE SB ATTACHMENTS

Procter & Gamble Master Retirement Plan

Iams Company Pension Plan

Supplement M

Plan Provisions

Covered employees	All employees who meet participation requirements.
Participation date	An eligible employee shall become a participant on the January 1 or July 1 after completing one year of qualifying service and attaining age 21. Active participation of all employees ceased on December 31, 2000.

Definitions

Compensation	Compensation is defined as total pay.
Average monthly earnings	Average of highest 60 months of compensation over an employee's career.
Normal retirement date (NRD)	First day of the calendar month in which a participant attains normal retirement age and completes five years of service. The normal retirement date will not exceed age 70.
Monthly pension benefit	The monthly normal retirement benefit for plan participants hired on or before January 1, 1993, is the greater of: (a) 30% of average monthly earnings, prorated for less than 10 years of participation. (b) 1.1% of average monthly earnings times years of credited participation up to 30 years. The monthly normal retirement benefit for plan participants hires after January 1, 1993 is: 1.1% of average monthly earnings times years of credited participation up to 30 years.

Eligibility for Benefits

Normal retirement	A participant is eligible for normal retirement at age 65 and 5 years of service or, if earlier, age 70.

SCHEDULE SB ATTACHMENTS

Early retirement

A participant who has attained age 55 and completed 5 years of service is eligible for a retirement benefit.

Postponed retirement

Retirement after NRD.

Deferred vested termination

Vested Percentage		
Service	Participants with 3 Years of Service as of 1/1/1999	All other Participants
0	0	0
1	0	0
2	0	0
3	20	0
4	40	0
5	100	100

Disability

Totally and permanently disabled under Social Security definition.

Preretirement death benefit

If a participant dies after being vested, but before his normal retirement age, his spouse is eligible for a pre-retirement spouse's death benefit. This applies to active participants, disabled participants, and terminated vested participants.

Benefits Paid Upon the Following Events

Normal retirement

The monthly pension benefit determined as of NRD.

Early retirement

The monthly benefit is computed as for normal retirement and then reduced 4% for each year prior to the normal retirement date.

Postponed retirement

The monthly benefit is the greater of the benefit computed as for normal retirement, recognizing pay and service credited after normal retirement age, and the normal retirement benefit increased at a compound 1% per month from the normal retirement date to the delayed retirement date.

Deferred vested termination

A monthly benefit equal to the accrued normal retirement benefit earned to date of termination computed as a normal retirement benefit at 65. A participant may elect to have his benefit commence after attaining his earliest retirement age (the benefit is subject to the reduction for early retirement benefits).

SCHEDULE SB ATTACHMENTS

Disablement	The monthly age 65 disability retirement benefit is computed with service credited to Normal Retirement Date and using average monthly earnings as of the date of disability. A disabled participant may elect to commence an actuarially reduced disabled retirement benefit on his Disability Retirement Date.
Preretirement death	The monthly annuity is equal to 50% of the actuarially equivalent joint and 50% spouse's annuity which would have been payable to the participant at his normal retirement age. If the participant had completed 5 years of service, the spouse may elect to commence the benefit at the later of the participant's age 55 and the date of death. The early spouse's death benefit will be reduced for early commencement.

Other Plan Provisions

Normal form of payment	Life Annuity
Optional forms of payment	Single Life Annuity Joint and Spouse: 50%, 75% or 100% Joint and Survivor: 50%, 75% or 100% 10-Year Certain and Life Lump Sum (maximum $10,000)

Changes in Benefits Valued Since Prior Year

There have been no changes in benefits valued since the prior year.

SCHEDULE SB ATTACHMENTS

Procter & Gamble Master Retirement Plan

Belvedere Retirement Program (formerly, Belvedere Pension Plan and Trust)

Supplement N

Plan Provisions

Covered employees	The plan covers all eligible employees of the Belvedere USA Corporation who were plan participants on or before November 30, 2003.
Participation date	An eligible employee shall become a participant on the January 1 or July 1 following the completion of one year of eligibility service. Eligibility service is defined as the twelve month period following his date of hire or any subsequent January 1 during which the employee completes 1,000 hours of service. There will be no new participants after November 30, 2003.

Definitions

Benefit service	Benefit Service is used to determine the amount of a participant's benefit. A year of Benefit Service is earned for each Plan Year in which the employee completes 1,000 hours of service. No participant shall earn Benefit Service after November 30, 2003.
Vesting service	Vesting Service is used to determine a participant's eligibility for vested benefits under the plan. A year of Vesting Service is earned for each Plan Year in which the employee completes 1,000 hours of service.
Compensation	Compensation is defined as base earnings, including bonuses, commissions, overtime pay, and any salary reduction pursuant to Code Section 125 or 401(k). Compensation earned after November 30, 2003 will not be included in the determination of Final Average Compensation.
Average monthly compensation	Average Monthly Compensation is 1/60 of compensation during the five consecutive Plan Years during which pay was highest. In the event that the Participant has less than five Plan Years of Compensation, the divisor shall be 12 times the number of Plan Years in which Compensation was received.

SCHEDULE SB ATTACHMENTS

Normal retirement date (NRD)	The earlier of 1) the first day of the calendar month following the month in which a participant attains age 65 with the completion of five years of Vesting Service, and 2) attainment of age 65 and the fifth anniversary of participation in the Plan.
Monthly pension benefit	The monthly normal retirement benefit is equal to 1.1% of Average Monthly Compensation times Benefit Service, to a maximum of 30 years of Benefit Service.

Eligibility for Benefits

Normal retirement	A participant is eligible for normal retirement at age 65 with 5 years of Vesting Service or the fifth anniversary if earlier.
Early retirement	A participant who has attained age 55 and completed ten years of Vesting Service is eligible for a retirement benefit.
Postponed retirement	Retirement after NRD.
Deferred vested termination	A participant whose employment terminates after at least five years of Vesting Service is eligible for a benefit at age 65. Participants with ten years of Vesting Service at termination may begin benefits as early as age 55.
Disability	There is no specific disability benefit under the plan.
Preretirement death benefit	If a participant dies after completing five years of vesting service, his spouse is eligible for a pre-retirement spouse's death benefit. This applies to active participants and terminated vested participants.

SCHEDULE SB ATTACHMENTS

Benefits Paid Upon the Following Events

Normal retirement

The monthly pension benefit determined as of NRD.

Early retirement

The monthly benefit is computed as for normal retirement, except based on earnings and service as of Early Retirement. The benefit is actuarially reduced for commencement before age 65, based on the RP-2000 Mortality Table blended 50% Male / 50% Female and a 6% interest rate. The following chart summarizes the percent of the accrued benefit payable at various ages under the Plan:

Age	Percent	Age	Percent
55	43.01%	60	64.21%
56	46.47%	61	69.89%
57	50.28%	62	76.20%
58	54.47%	63	83.25%
59	59.09%	64	91.14%

Postponed retirement

The monthly benefit is the benefit computed as for normal retirement, recognizing pay and service credited after normal retirement age.

Deferred vested termination

The monthly benefit is computed as for normal retirement, except based on earnings and service as of termination of employment. The applicable reduction for benefits beginning before Normal Retirement Age are the same as those described under “Early Retirement.”

Disablement

Not applicable.

Preretirement death

The monthly annuity is equal to 50% of the actuarially equivalent Joint and 50% Survivor annuity which would have been payable to the participant at the later of normal retirement age or his date of death. Payments to the spouse will commence no earlier than the date that the employee would have first been eligible for early retirement benefits.

SCHEDULE SB ATTACHMENTS

Other Plan Provisions

Normal form of payment	Single life annuity. However, unless a married participant otherwise elects, the benefit is automatically converted to an actuarially equivalent Joint and 50% Survivor annuity.
Optional forms of payment	Single Life Annuity Joint and Spouse: 50%, 75% or 100% Joint and Survivor: 50%, 75% or 100% Life Annuity with 120 months of payments guaranteed

Changes in Benefits Valued Since Prior Year

There have been no changes in benefits valued since the prior year.

SCHEDULE SB ATTACHMENTS

Procter & Gamble Master Retirement Plan

The Gillette Company Retirement Plan

Supplement O, Part A

Plan Provisions

Covered employees

The Plan covers all employees of the Gillette Company and certain subsidiaries (excluding certain non-citizen foreign employees, union employees of Oral-B Laboratories, Inc. and union employees of Parker Pen)

Participation date

A covered employee is a participant in the plan the after completion of at least one year of continuous service. Any employee hired after September 30, 2006 is not eligible to participate in the Plan.

Plan benefits and accruals were frozen effective December 31, 2007.

Definitions

Benefit service

For employees of the following divisions, benefit service is credited from the later of the actual date of hire and the credited service date unless the employee is transferred from another division of the Gillette company in which case actual date of hire is used:

Division	Credited Service Date:
Duracell	January 1, 1999
Duracell Puerto Rico	May 1, 1997
Parker Pen	January 1, 1996
Thermoscan	November 13, 1995
Oral-B	June 29, 1984
Jaffra	February 28, 1973

Special termination credited service

Eligible participants are granted additional benefit service based on their age and service.

Special termination vesting rights

Employees who have 4 or more years, but less than 5 years of vesting service at the end of the salary continuation period, are eligible for a vested rights pension under the plan. All participants affected by the plan freeze on December 31, 2007 became 100% vested in their benefits on that date.

SCHEDULE SB ATTACHMENTS

Normal retirement date (NRD)

The first day of the calendar month in which a participant attains normal retirement age.

Monthly pension benefit

The sum of (i) and (ii) reduced by (iii), but not less than (iv), where (i), (ii), (iii), and (iv) are:

(i) The greater of:

(1) 2% of average annual compensation in highest 5 of last 10 years, multiplied by years of service up to 25;

(2) $5,600 reduced by $112 for each year of service under 25.

(ii) $120 multiplied by years of service in excess of 25, subject to the provision that the total benefit under (i) and (ii) and before application of (iii) does not exceed $35,000.

(iii) 75% of the employee's Social Security benefit.

(iv) The greater of

(1) $240;

(2) 3/4% of average annual compensation in highest 5 of last 10 years up to $35,000, multiplied by years of service up to 25.

If the Participant is employed on a part-time basis, the above dollar amounts ($5,600, $112, and $120) will be reduced pro-rata based on the rate of hours customarily worked to hours of a full-time employee.

For employees of Oral-B Laboratories, Inc. who were Plan participants under the Oral-B Laboratories, Inc. Retirement Income Plan as of 6/29/84, an additional benefit is provided equal to the excess, if any, of the updated benefit under The Cooper Laboratories Retirement Income Plan over the accrued benefit under The Cooper Laboratories Retirement Income Plan before such update. The formula for the additional annual benefit is equal to:

1. 1% of 1984 compensation up to $11,400 plus 1.5% of 1984 compensation in excess of $11,400, all times credited service as of 6/29/84, less

2. Accrued benefit under Cooper formula, before 6/29/84 update in 1. above.

SCHEDULE SB ATTACHMENTS

For employees of Parker Pen who were participants under the Parker Pen Pension Plan on December 31, 1995, an additional annual benefit is provided equal to the employee's accrued benefit as of December 31, 1995 calculated under the terms of the Parker Pen Pension Plan and based upon the individual's service and compensation as of such date.

For employees of Duracell who were participants under the Duracell Inc. Cash Balance Plan on December 31, 1998 and are eligible or are within five years of becoming eligible to retire, the amount of annual retirement pension is equal to the product of (i) and (ii):

(i) Gillette Normal Pension Value

(ii) Duracell Minimum Pension value divided by the lump sum actuarial equivalent of the Gillette Normal Pension Value, not less than 1.

The Duracell Minimum Pension Value is the product of a percentage (determined below) of the Participant's Average Annual Compensation multiplied by the number of his full years of credited service.

The percentage used in determining the Participant's Duracell Minimum Pension Value shall be the sum of the following applicable percentages:

Years of Service At January 1, 1999	%	Attained Age At January 1, 1999	%
Less than 17	5.0%	Under age 50	3.0%
More than 16, but Less than 20	6.5%	Over age 49, but under age 56	4.0%
More than 19, but Less than 27	8.0%	Over age 55, but under age 60	5.0%
More than 26, but Less than 30	9.0%	Over age 59, but under age 62	6.0%
30 or more	10.5%	Over age 61, but Under age 65	7.0%
		Age 65 or older	8.0%

SCHEDULE SB ATTACHMENTS

Eligibility for Benefits

Normal retirement	First day of the month after attainment of age 65.
Early retirement	The earlier of (a) age 55 and 10 years of service or (b) age 50 if age and service total 80 years or more. *Special Termination Benefit Early Retirement:* Participants who will be eligible for retirement within 5 years of the end of the salary continuation period are eligible for retirement benefits at their earliest retirement date.
Postponed retirement	Retirement after NRD.
Deferred vested termination	Upon termination of employment after completion of 5 years of service. All participants affected by the plan freeze on December 31, 2007 became 100% vested in their benefits on that date.
Special termination benefits	Participants who are terminated as part of a corporate restructuring or Change in Control.
Disability	Upon total and permanent disability occurring after age 55 and 15 years of service.
Preretirement death benefit	In the event that any employee dies after 5 years of service and before his benefits commence, the surviving spouse or qualified domestic partner will be entitled to a benefit for life, payable at the date the employee would have been eligible to retire under the plan, or date of death if later.

Benefits Paid Upon the Following Events

Normal retirement	The monthly benefit determined as of NRD.

SCHEDULE SB ATTACHMENTS

Early retirement	The monthly benefit as computed for normal retirement, based on years of service and average annual compensation as of the employee's early retirement date. The benefit for the first 25 years of service is reduced for early commencement by the lesser of (i) 1/4% for each month by which the commencement precedes normal retirement date, or (ii) 1½% multiplied by the difference between 100 and the sum of the employee's age and service. At normal retirement date the benefit is recomputed to reduce this early retirement benefit by 75% of the employee's Social Security benefit under the Social Security Act as in effect on the employee's early retirement date and to take into account the Plan's minimum annual benefit.
Postponed retirement	The monthly benefit is the benefit as for normal retirement, based on years of service, average annual compensation, and the primary Social Security benefit as of the employee's normal retirement date.
Deferred vested termination	A vested benefit based upon the normal benefit formula, average annual compensation and service up to date of termination is payable commencing at normal retirement date. In these computations, the applicable minimum rule would apply and an estimated Social Security benefit would be taken into account. The applicable minimum is the projected normal retirement benefit (assuming participant worked until age 65), multiplied by a fraction, the numerator of which is the participant's credited service at termination date, and the denominator of which is the credited service the participant would have accrued had he continued employment and participation in the plan until age 65.
Disablement	The monthly benefit as computed for normal retirement, based on average annual compensation and service as of date of disability, less 64% of the employee's Social Security disability benefit; no reduction is applied to this benefit for commencement prior to normal retirement date.
Preretirement death	The benefit equals 50% of the employee's accrued benefit reduced for early commencement, reduced for joint and survivor option and under prior election further reduced for the joint and survivor option in excess of 50%.

SCHEDULE SB ATTACHMENTS

Other Plan Provisions

Optional reduced benefit	Provisions are made for employees to elect an option whereby the pension is reduced but is continued for the life of a designated beneficiary if such beneficiary survives the retired employee. In the event that an employee is married upon his date of retirement and does not elect another option, he will be considered to have elected a 50% joint and survivorship benefit with his spouse as beneficiary.
Pension benefit increases	A 6% benefit increase was extended to pensioners in September 1986. This increase was subject to an annual minimum increase of $300 and an annual maximum increase of $960. A 7% benefit increase was extended to pensioners in February 1990. This increase was subject to an annual minimum increase of $360 and an annual maximum increase of $1,200 (the $360 increase was payable from February 1990 through July 1991; effective August 1991, increase amounts in excess of $360 up to $1,200 were payable from the Plan). An 8% benefit increase was extended to pensioners in May 1993. This increase was subject to an annual minimum increase of $360 and an annual maximum increase of $1,200. A 7% benefit increase was extended to pensioners in June 1998 (excluding former vested terminated participants). This increase was subject to an annual minimum increase of $360 and an annual maximum increase of $1,200. Effective January 1, 2002, retirees whose pensions are limited by the Internal Revenue Code Section 415 defined benefit plan limitation had their benefits indexed up to reflect changes in benefit limits under EGTRRA.
Limitation on compensation and benefits	The Internal Revenue Code Section 401(a)(17) pension pay limitation and the Section 415 defined benefit plan maximum dollar limitation restrict the amount of pension payable from the Plan.

Changes in Benefits Valued Since Prior Year

There have been no changes in benefits valued since the prior year.

SCHEDULE SB ATTACHMENTS

Procter & Gamble Master Retirement Plan

Retirement Plan for Employees of the Wella Corporation

Supplement O, Part B

Plan Provisions

Covered employees	The plan covers all eligible employees of the Wella Corporation.
Participation date	Covered employees hired on or before December 31, 2000 are eligible to participate in the plan. Employees hired after December 31, 2000 who are employed at a United Sates location are not eligible for the Plan. Employees of Sebastian International, Inc. are not eligible to participate in the Plan.

Definitions

Benefit service	Benefit Service is used to determine the amount of a participant's benefit. Each Active Member receives one month of Benefit Service for each month he or she is employed by the Company. No additional benefit service will be credited after December 31, 2008 for employees at the California location.
Vesting service	Vesting Service is used to determine a participant's eligibility for vested benefits under the plan. It is determined in completed full years and months, and is based on the period of employment from date of hire, subject to the break-in-service provisions of the Plan and excluding service before age 18.
Compensation	Compensation is defined as basic wages, excluding overtime pay, bonuses, and other forms of extra compensation. Compensation during a period of absence due to an approved leave of absence or Disability shall include imputed Compensation. Imputed Compensation shall be based on Compensation reasonably representative of what such Member would have received during the period if the Member had continued to perform services. Compensation after December 31, 2008 will not be recognized for employees at the California location.
Average compensation	The compensation averaged over the 36 consecutive months which produce the highest average of the last 120 months.

SCHEDULE SB ATTACHMENTS

Normal retirement date (NRD)	First day of the calendar month following the month in which a participant attains normal retirement age (age 65).
Monthly pension benefit	The monthly normal retirement benefit is equal to 1% of Average Compensation times the full and fractional years of Benefit Service. This benefit is offset by any pension benefits provided under other pension plans sponsored by the Parent Corporation of The Wella Corporation or any affiliates or subsidiaries of the Parent Corporation.

Eligibility for Benefits

Normal retirement	A participant is eligible for normal retirement at age 65.
Early retirement	A participant who has attained age 55 and completed five years of vesting service is eligible for a retirement benefit.
Postponed retirement	Retirement after NRD.
Deferred vested termination	A participant whose employment terminates after at least five years of vesting service is eligible for a benefit beginning no earlier than age 55.
Disability	There is no specific disability benefit under the plan.
Preretirement death benefit	If a participant dies after attaining age 55 or completing five years of vesting service, but before his normal retirement age and after being married at least one year, his spouse is eligible for a pre-retirement spouse's death benefit. This applies to active participants and terminated vested participants.

Benefits Paid Upon the Following Events

Normal retirement	The monthly pension benefit determined as of NRD
Early retirement	The monthly benefit is computed as for normal retirement, except based on earnings and service as of Early Retirement. The benefit is then reduced 5/9% for each month (maximum of 60) by which the first payment precedes age 65 and 5/18% for each month by which the first payment precedes age 60.

SCHEDULE SB ATTACHMENTS

Postponed retirement	The monthly benefit is the greater of: 1) the benefit computed as for normal retirement, recognizing pay and service credited after normal retirement age and 2) the age 65 benefit actuarially increased for each year that retirement is delayed.
Deferred vested termination	The monthly benefit is computed as for normal retirement, except based on earnings and service as of termination of Employment. Benefits beginning before Normal Retirement Age are reduced 5/9% for each month (maximum of 60) by which the first payment precedes age 65 and 5/18% for each month by which the first payment precedes age 60.
Disablement	Not applicable.
Preretirement death	The monthly annuity is equal to 50% of the actuarially equivalent Joint and 50% Survivor annuity which would have been payable to the participant at the later of normal retirement age or his date of death. Payments to the spouse will commence no earlier than the date that the employee would have first been eligible for early retirement benefits.

Other Plan Provisions

Normal form of payment	Life annuity with 120 payments guaranteed. However, unless a married participant otherwise elects, the benefit is automatically converted to an actuarially equivalent Joint and 50% Survivor annuity.
Optional forms of payment	Straight Life Annuity 50%, 75% or 100% Joint and Survivor Annuity

Changes in Benefits Valued Since Prior Year

There have been no changes in benefits valued since the prior year.

SCHEDULE SB ATTACHMENTS

Schedule SB – Statement by Enrolled Actuary

Plan Sponsor	The Procter & Gamble Company
EIN/PN	31-0411980/012
Plan Name	The Procter & Gamble Company Master Retirement Plan
Valuation Date	July 1, 2017
Enrolled Actuary	David Coronel
Enrollment Number	17-05724

The actuarial assumptions that are not mandated by IRC § 430 and regulations, represent the enrolled actuary's best estimate of anticipated experience under the plan, subject to the following conditions:

The actuarial valuation, on which the information in this Schedule SB is based, has been prepared in reliance upon the employee and financial data furnished by the plan administrator and the trustee. The enrolled actuary has not made a rigorous check of the accuracy of this information but has accepted it after reviewing it and concluding it is reasonable in relation to similar information furnished in previous years. The amounts of contributions and dates paid shown in Item 18 of Schedule SB were listed in reliance on information provided by the plan administrator and/or trustee.

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 07/01/2017 and ending 06/30/2018

▶ **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
PROCTER & GAMBLE MASTER RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 012

C Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF
THE PROCTER AND GAMBLE COMPANY

D Employer Identification Number (EIN)
31-0411980

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 7 Day 1 Year 2017

2 Assets:

a Market value	**2a**	1,886,500,297
b Actuarial value	**2b**	1,940,625,290

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	11,983	1,084,792,298	1,084,792,298
b For terminated vested participants	4,336	221,796,700	221,796,700
c For active participants	1,374	110,551,517	123,102,974
d Total	17,693	1,417,140,515	1,429,691,972

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**	5.83 %
6 Target normal cost	**6**	2,910,005

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: MARCH 26, 2019

DAVID A. CORONEL — Type or print name of actuary

17-05724 — Most recent enrollment number

WILLIS TOWERS WATSON US LLC. — Firm name

(216) 937-4000 — Telephone number (including area code)

1001 LAKESIDE AVENUE, SUITE 1500

CLEVELAND OH 44114-1172 — 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)	143,459,687	236,577,745
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)	143,459,687	236,577,745
10	Interest on line 9 using prior year's actual return of 2.66 %	3816028	6292968
11	Prior year's excess contributions to be added to prefunding balance:		
	a Present value of excess contributions (line 38a from prior year)		219074559
	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 6.02 %		13188288
	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		232262847
	d Portion of (c) to be added to prefunding balance		232262847
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)	147,275,715	475133560

Part III Funding Percentages

14	Funding target attainment percentage	14	92.20%
15	Adjusted funding target attainment percentage	15	135.73%
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	107.83%
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? [X] Yes [ ] No

b If line 20a is "Yes," were required quarterly installments for the current year made in a timely manner? [ ] Yes [X] 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
0	0	0	0

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

21 Discount rate:

a Segment rates:

1st segment:	2nd segment:	3rd segment:	
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**	60

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**	2,910,005
b Excess assets, if applicable, but not greater than line 31a	**31b**	0

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**	0
34 Total funding requirement before reflecting carryover/prefunding balances (lines 31a - 31b + 32a + 32b - 33)	**34**	2,910,005

	Carryover balance	Prefunding balance	Total balance
35 Balances elected for use to offset funding requirement	2,910,005	0	2,910,005

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**	0
43 Excess installment acceleration amount to be carried over to future plan years	**43**	0

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 07/01/2017 and ending 06/30/2018

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.)
- ☒ a single-employer plan
- ☐ a DFE (specify) ____

B This return/report is:
- ☐ the first return/report
- ☐ the final return/report
- ☐ an amended return/report
- ☐ a short plan year return/report (less than 12 months)

C If the plan is a collectively-bargained plan, check here ▶ ☐

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

Part II Basic Plan Information—enter all requested information

1a Name of plan
PROCTER & GAMBLE MASTER RETIREMENT PLAN

1b Three-digit plan number (PN) ▶ 012

1c Effective date of plan 06/09/1982

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)
THE PROCTER AND GAMBLE COMPANY

Kelley McCabe
PG TAX DIVISION, P.O. BOX 599

CINCINNATI OH 45201

2b Employer Identification Number (EIN) 31-0411980

2c Plan Sponsor's telephone number (513) 983-7777

2d Business code (see instructions) 325410

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	[signature]	4/2/19	Kyle Scheidler
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE	[signature]	4/2/19	Kyle Scheidler
	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

THE PROCTER & GAMBLE U.S. BUSINESS
SERVICES COMPANY
GO, TE-3 ATTN - Kelley McCabe
TWO PROCTER AND GAMBLE PLAZA

CINCINNATI OH 45202

3b Administrator's EIN: 26-0048600

3c Administrator's telephone number: (513)983-7777

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**	17,693
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)**	1,374
a(2)	Total number of active participants at the end of the plan year	**6a(2)**	1,278
b	Retired or separated participants receiving benefits	**6b**	10,824
c	Other retired or separated participants entitled to future benefits	**6c**	4,074
d	Subtotal. Add lines **6a(2)**, **6b**, and **6c**	**6d**	16,176
e	Deceased participants whose beneficiaries are receiving or are entitled to receive benefits.	**6e**	1,223
f	Total. Add lines **6d** and **6e**.	**6f**	17,399
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**	1
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 1E 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)** ☐ ___ **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_____