

SMITHS GROUP PENSION PLAN

BASE SUMMARY PLAN DESCRIPTION

(2020)

This Summary Plan Description (“SPD”) contains important general information, policies and procedures relating to the Smiths Group Pension Plan. Please refer to Appendix B for provisions specific to your participating location.

TABLE OF CONTENTS

SECTION	SUBJECT MATTER	PAGE
1.	GENERAL INFORMATION ABOUT THE PLAN	8
A.	General Plan Information	8
B.	The Plan Sponsor	8
C.	The Plan Administrator	9
D.	The Claims Administrator	9
E.	Plan Trustee	10
F.	Questions about the Plan	10
G.	Agents for Service of Legal Process	10
H.	Plans That Have Merged into the Plan	11
2.	ELIGIBILITY AND PARTICIPATION	12
A.	Participation	12
B.	Eligibility Requirements	12
C.	When You Became a Participant	13
3.	SERVICE	14
A.	Hours of Service	14
B.	Benefit Service	14
C.	Vesting Service	15
D.	Restoration of Service Upon Reemployment	15
4.	YOUR BENEFITS AT RETIREMENT	17
A.	Normal Retirement Benefit	17
B.	Early Retirement Benefit	17
C.	Late Retirement Benefit	18
D.	Disability Retirement	18
E.	Suspension of Benefits	19
5.	IF YOU LEAVE EMPLOYMENT BEFORE RETIREMENT	20
A.	Receiving Your Vested Benefit	20
B.	Earlier Payment Available	20

6.	PAYMENTS FROM THE PLAN	21
A.	Normal Form of Payment	21
B.	Optional Forms of Payment.....	22
C.	Electing a Payment Method.....	24
7.	DEATH BENEFITS	26
A.	If You Die Before Pension Benefits Begin	26
B.	If You Die After Pension Benefits Begin	27
8.	FEDERAL INCOME TAXATION OF PLAN BENEFIT DISTRIBUTIONS	28
A.	Taxation of Benefits	28
B.	Withholding from Distributions	28
9.	SOCIAL SECURITY BENEFITS.....	30
10.	APPLYING FOR BENEFITS	31
A.	Submitting a Claim for Benefits	31
B.	Retirement Checklist	31
11.	DISPUTED CLAIMS PROCEDURE	33
A.	How do I make a claim for benefits?.....	33
B.	What happens if I have a claim or my claim for benefits is denied?.....	33
C.	How can I request a review of a denied claim?	35
D.	Time Limitations	39
E.	Restrictions on Venue.....	40
12.	QUALIFIED DOMESTIC RELATIONS ORDERS.....	41
A.	Procedure	41
B.	Effect of a QDRO	41
13.	MISCELLANEOUS INFORMATION	42
A.	Top-Heavy Plan.....	42
B.	Federal Pension Benefit Insurance	42
C.	Assignment of Benefits	43
D.	Loss of Benefits	43
E.	IRS Approval.....	44

**SMITHS GROUP PENSION PLAN
SUMMARY PLAN DESCRIPTION**

F.	Terms and Conditions of Employment.....	44
G.	Right to Amend or Terminate the Plan.....	45
H.	Payments to Minors and Other Persons Under Legal Disability	45
I.	Notices; Missing Persons.....	45
J.	Changes in this SPD	45
14.	STATEMENT OF ERISA RIGHTS.....	46
A.	Receive Information About Your Plan and Benefits	46
B.	Prudent Actions by Plan Fiduciaries	46
C.	Enforce Your Rights	47
D.	Assistance with Your Questions.....	47

INTRODUCTION

This Summary Plan Description (“SPD”), including the attached appendices, summarizes the key provisions of the **Smiths Group Pension Plan** (the “Plan”), an employer-sponsored retirement plan in effect as of January 1, 2020. Smiths Group Services Corp. and its affiliated U.S. companies who are participating employers (the “Employer”), have established and maintain the Plan for the benefit of their eligible employees. The names of the participating employers and participating locations are included in Appendix A to the Plan.

The Plan was frozen effective April 30, 2009, with respect to both participation and benefit accrual. As a result, no new employees became participants after April 30, 2009, and no existing participant earned additional benefits after April 30, 2009. This SPD describes benefits available to you only if you became a participant and earned a benefit before April 30, 2009.

The principal objective of the Plan is to provide retirement and other benefits to you and your respective beneficiaries, beyond those provided by Social Security and personal assets. The Plan is a tax-qualified defined benefit pension plan. The Employer pays the full cost of the Plan by making contributions to the Plan’s trust fund, which is held for the exclusive benefit of Plan participants. The Employer, together with the Plan’s actuary, determines the amount of the Employer’s annual contribution to the Plan. You are neither required nor permitted to contribute to the cost of the Plan.

This Plan was maintained pursuant to one or more collective bargaining agreements for groups that were merged into the Plan. If you were a member of a collectively bargained group that merged into the Plan, the particular Plan provisions that apply to you are determined by the contract between the Employer and your bargaining unit. A copy of any applicable collective bargaining agreement may be obtained upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for such copies. The agreements are also available for examination by participants and beneficiaries in the office of the Plan Administrator.

Because this Plan covers employees of many groups, the Plan provisions that apply to each of those groups may vary. **The specific provisions of this Plan that apply to your group are outlined in Appendix B, entitled “Summary of Your Plan Provisions.”**

This SPD (including Appendix B) is a summary only. Therefore, it does not contain every detail addressed in the Plan, and it does not present some technical aspects of the Plan that may affect your right to participate or to a benefit under the Plan. If there is any

inconsistency between the Plan, its corresponding Trust Agreement and other legal documents under which your participation and benefit rights are determined and this SPD, the legal documents (and not this SPD) will control.

References throughout this SPD to “you” or “your” are intended to refer to eligible Employees. You are an eligible Employee if you satisfy the requirements set forth in section 2 of this SPD entitled “Eligibility and Participation.” We encourage you to read the SPD (including Appendix B) carefully and share them with your family members. If you have any questions about your benefits, please contact the Plan Administrator.

You, your beneficiaries, and your personal representatives may examine the Plan, the Trust Agreement, collective bargaining agreements, and other applicable legal documents during regular business hours or by appointment in the office of the Plan Administrator.

Future of the Plan

The Plan Sponsor intends to continue the Plan indefinitely. However, the Plan Sponsor and the Smiths Group (U.S.) Pension Settlor Committee (and their delegates) have authority to amend, modify, suspend and terminate the Plan, in whole or in part. Plan amendment, modification, suspension or termination may be made for any reason, and at any time, and can result in the reduction or elimination of future benefits.

Regardless of any changes made to the Plan, you will always be entitled to the current value of your vested account, to the extent required by law. Benefits provided under the Plan are insured by the Pension Benefit Guaranty Corporation under Title IV of ERISA.

If the Plan is terminated, all benefits will be paid to you or the obligations to pay benefits may be transferred to an insurance company or other annuity provider. You will be entitled to the full amount in your benefit as of April 30, 2009, regardless of the percent you are vested at the time of termination or discontinuance.

Plan Interpretation

To the fullest extent permitted by law, the Plan Administrator has the exclusive discretionary authority to construe, interpret and enforce the terms of the Plan, to decide all questions relating to eligibility, coverage and benefits under the Plan, to make all determinations regarding all claims for Plan benefits, whether disability related or not. Its decisions on all such matters are final and conclusive and shall be upheld unless the decision is arbitrary and capricious. Any discretion by the Plan Administrator will be exercised in a uniform and nondiscriminatory manner.

Acts by Plan Fiduciaries

If the Plan Administrator or any other Plan fiduciary acts or fails to act on your behalf and you have direct or indirect knowledge of such act or failure to act, you have the duty and responsibility to notify the Plan fiduciary (or its delegate) that such act (or failure to act) was incorrect or inconsistent with your intent or election. Such notification must be made within a reasonable period of time, but in no event more than 180 days. If notification is not made, then such actions (or failures thereof) shall be deemed acceptable by you.

Receiving Advice

Smiths Group cannot advise you regarding tax, investment, or legal considerations relating to the Plan. Therefore, if you have questions regarding benefit planning, you should seek advice from a personal advisor.

1. GENERAL INFORMATION ABOUT THE PLAN

A. General Plan Information

The Plan described in this SPD is named the **Smiths Group Pension Plan**.

The three-digit plan identification number assigned to the Plan is 001.

The Plan's records are maintained on a 12-month period referred to as the "Plan Year." The Plan Year begins on January 1 and ends on December 31.

The Plan is a defined benefit employee pension benefit plan subject to the provisions of ERISA. The Plan is intended to qualify under Code section 401(a) and its corresponding trust is designed to be exempt from taxation under Code section 501(a).

The Plan is administered under a contract with a third-party provider for certain record keeping and other administrative services.

B. The Plan Sponsor

The name, address and Employer Identification Number (EIN) of the sponsor of the Plan are:

Smiths Group Services Corp.
818 Connecticut Ave NW #450
Washington, DC 20006

EIN: 22-3015350

The names of the participating employers and participating locations are included in Appendix A to the Plan. You may receive from the Plan Administrator upon written request information whether a particular employer is participating in the Plan and, if so, that employer's address.

C. The Plan Administrator

The name, address, and telephone number of the administrator of the Plan are:

Smiths Group (U.S.) Pension Settlor Committee
c/o Smiths Group Services Corp
818 Connecticut Ave NW #450
Washington, DC 20006.
844-674-8339

The Plan Administrator keeps the records for the Plan and otherwise takes care of the administrative duties associated with Plan operations. The Plan Administrator has discretionary authority to construe the terms of the Plan, to supply any omissions, to correct errors in Plan operation, to determine the proper and correct application of Plan provisions, and to make determinations on questions which may affect eligibility and entitlement to benefits under the Plan. The Plan Administrator will answer questions about the Plan, communicate with participants, and provide procedures to be used by participants under the Plan to apply for benefits and provide consents.

D. The Claims Administrator

The Plan Administrator has delegated the responsibility for reviewing and resolving claims to the Smiths Group Pension Plan Fiduciary Services Committee, which serves as the “Claims Administrator” for the Plan. The Claims Administrator will apply the Plan’s claims procedures in making all claim determinations and deciding all appeals of adverse benefit determinations. All disputed claims for benefits under the Plan—including claims to resolve a disputed amount of benefit payment from the Plan or claims to resolve any dispute whether a person is entitled to any benefit from the Plan—must be submitted in writing to:

Smiths Group Pension Plan Fiduciary Services Committee
DEPT: COFID
PO BOX 981922
EL PASO TX 79998

For any claim that requires administrative discretion concerning disability determinations, such discretionary disability determination will be made by the Plan Administrator.

Plan Trustee

The name and business address of the Trustee of the Plan are:

Wells Fargo (becoming Principal Financial Services July 2020)
123 South Broad Street
Philadelphia, PA 19109

c/o Janet M. Werner, CEBS, CRSP
Vice President, Relationship Manager
215-670-7724

The Trustee of the Plan has been designated to hold the assets for the benefit of Plan participants and their beneficiaries in accordance with the terms of the Plan and Trust Agreement. All money that is contributed to the Plan is held in a trust fund ("Trust"), which is intended to be exempt from taxation under Code section 501(a). The Trustee is responsible for the safekeeping of the Trust. The Trust established by the Plan and administered by the Trustee will be the funding medium used for the accumulation of assets from which benefits will be distributed.

E. Questions about the Plan

Smiths Group Pension Service Center
DEPT: SMITHS
PO Box 981912
El Paso, TX 79998
Phone: 844-674-8339

F. Agents for Service of Legal Process

Smiths Group Services Corp.
c/o Pension Claims Administrator
818 Connecticut Ave NW #450
Washington, DC 20006

Legal process with respect to the Plan may also be served on the Trustee or on the Plan Administrator.

G. Plans That Have Merged into the Plan

The following plans have merged into the Plan

Name of Plan	Merger Date
John Crane Sealol, Inc. Union Pension Plan	December 31, 2016
Titeflex Pension Plan for the Hourly Paid Employees in the Bargaining Unit Recognized by the Employer	December 31, 2016
Smiths Detection-Edgewood, Inc. Pension Plan for Hourly Paid Employees	December 31, 2016
John Crane Inc. Employees Pension Plan – Vandalia Pursuant to an Agreement with Lodge No. 1613, International Association of Machinists and Aerospace Workers, - AFL-CIO	December 31, 2006
Retirement Plan for Employees of NCI, Inc.	December 31, 2003
The Crane Retirement Plan	December 31, 2003
The Retirement Plan for Salaried Employees of King Fifth Wheel Company	December 31, 2003
Actuation LA Retirement Plan	December 31, 2003
TI Group Automotive Systems Retirement Plan for Salaried Employees (Titeflex)	June 30, 2001
Dowty Propellers Retirement Plan	December 31, 2001
BAe Systems Employees' Retirement Plan	August 5, 2001
BTR Pension Plan for U.S. Employees	August 5, 2001
SLI Avionic System Corp. Pension Plan for Hourly employees	July 31, 2000
Salaried Employees Pension Plan of Environmental Technologies Group., Inc.	December 1, 1999

2. ELIGIBILITY AND PARTICIPATION

Effective April 30, 2009, participation in the Plan was frozen and no new employees are eligible to participate. If you are reemployed after that date, or if a plan in which you were participating is merged into the Plan after that date, you will not earn any further benefits under the Plan, however, you will continue to earn service towards vesting and early retirement eligibility after rehire.

A. Participation

Before you became a participant in the Plan, you had to meet certain eligibility and participation rules applicable to your employment status and the location at which you are employed. Unless provided for differently in **Appendix B regarding specific participation rules applicable to your location and your participating employer**, the eligibility rules are described below.

B. Eligibility Requirements

Generally, you became eligible to participate in the Plan if you were a Covered Employee. **Unless indicated otherwise in Appendix B**, you are a Covered Employee if you are an employee of an Employer, who is on the U.S. payroll, employed at a participating location of an Employer participating in the Plan, and not covered by the pension scheme of any country outside of the United States. Covered Employees do not include:

- (1) any person in a category of employees excluded from coverage under the Plan by resolution of the Board of Directors of Smiths Group Services Crop. or the board of directors of another Employer,
- (2) any person whose terms and conditions of employment are determined through collective bargaining, unless the collective bargaining agreement provides for the eligibility of such person to participate in this Plan,
- (3) any person who, as to the United States, is a non-resident alien with no U.S. source income from the Employer,
- (4) any person who is currently in employment covered by another defined benefit pension plan sponsored by the Employer or an affiliated company,
- (5) any leased employee,

(6) any independent contractor or any other person who is not treated by the Employer as an employee for purposes of withholding federal employment taxes, regardless of any contrary governmental or judicial determination relating to such employment status or tax withholding,

(7) any employee who was hired by the mechanical systems division of Smiths Aerospace LLC at its Yakima, WA facility, or Smiths Detection at its Warren, New Jersey facility prior to January 1, 2005 and was continuously employed at such location and did not become an Employee of LiveWave, Inc. on November 1, 2005, or elect to become a RA Participant on or after January 1, 2006, and before April 20, 2009,

(8) an Employee hired or rehired by Tutco, Inc., Summitek Inc., Titeflex Corporation or Times Microwave Systems, Inc. on or after January 1, 2005, and before April 20, 2009, and

(9) effective January 1, 2008, Employees of Interconnect other than the President, Vice President Human Resources, Vice President Finance, Vice President Operations, Chief Investment Officer, Vice President Development & Strategy, General Counsel, Marketing Manager, Financial Analyst and Business/Market Analyst.

C. When You Became a Participant

If you are a Covered Employee, you became a participant in the Plan automatically as of the first day of the month coincident with or next following your date of hire with your Employer. However, if you were employed as a nurse consultant on a per diem basis, you became eligible on the January 1 or July 1 that coincided with or next followed the date you were credited with a year of eligibility service. You were credited with a year of eligibility service if you completed 1,000 hours of service in your first year of employment or any plan year thereafter.

3. SERVICE

Your service with your Employer determines your eligibility to receive a benefit under the Plan and the amount of that benefit.

A. Hours of Service

“Hours of Service” are used to measure your service under the Plan. Generally, you will be credited with an Hour of Service for each hour for which you are paid or entitled to be paid by your Employer for either the work you performed or did not perform but were entitled to be paid (e.g., vacations, holidays, sick time, incapacity (including disability), layoff, jury duty, “Qualified Military Service” (as defined below) or an approved leave of absence). No more than 501 Hours of Service will be credited to you on account of any single continuous period during which you perform no duties for your Employer.

“Qualified Military Service” is any period of time for which you are absent for military service under leave granted by your Employer or required by law, provided you return to employment while your right to reemployment is protected by law. These rights are subject to statutory time limitations. Therefore, you should check with the Plan Administrator regarding those rules and limitations and the procedures that must be followed.

B. Benefit Service

“Benefit Service” is used to determine the amount of your benefit under the Plan. **Unless specified differently in Appendix A** applicable to your employment status, generally, you will be credited with a year of Benefit Service for the length of time you work for your Employer. Twelve consecutive months of employment equal one year of Benefit Service and non-consecutive periods of Benefit Service are also aggregated if not disregarded due to termination of employment. **Benefit Service is frozen as of April 30, 2009 and you will not earn any future benefits after that date.** However, you will continue to earn service for vesting purposes and for eligibility for early retirement.

You also earned Benefit Service for leaves of absence before April 30, 2009, that were authorized by your Employer. In general, service you may have earned with your Employer before it joined the Plan is not counted as Benefit Service.

Unless provided for otherwise in Appendix B, if you have at least five years of Vesting Service (see below) and become disabled while employed by your Employer, you

will continue to earn Benefit Service for the time you are Disabled until your retirement date or April 30, 2009, whichever is the first to occur.

Unless specified differently in Appendix B applicable to your employment status, in general, “Disability” means a physical or mental condition of such severity and probable duration as determined by the Social Security Administration.

C. Vesting Service

Years of service are used to determine whether you are vested in the benefit that you accrued under the Plan. **Unless specified differently in Appendix B** applicable to your employment status, in general, “Vesting Service” is credited for the length of time you work for your Employer or any of its affiliated companies. It is counted in full years and months from the date you join your Employer or an affiliated company through your termination date.

Your termination date occurs when you:

- retire or terminate your employment with your Employer and all affiliated companies, or
- you fail to return to employment at the end of an authorized leave of absence not to exceed one year.

If you are absent from employment due to “Qualified Military Service”, your entire period of absence will be counted as years of service provided you return to employment while your right to reemployment is protected by law. Qualified Military Service is any period of time for which you are absent for military service under leave granted by your Employer or required by law, provided you return to employment while your right to reemployment is protected by law. These rights are subject to statutory time limitations. Therefore, you should check with the Plan Administrator regarding those rules and limitations and the procedures that must be followed.

D. Restoration of Service Upon Reemployment

If your termination date occurs before you are 100% vested and you are not reemployed within five years, your prior years of service may be disregarded. This means that any prior years of service that you earned for Vesting or Benefit Service purposes will not count upon your reemployment.

If you were vested when you left, or if you were not vested when you left but you are reemployed within five years of your termination date, your prior service will be restored following your return to employment. In that case, your prior years of service will count for future vesting purposes following reemployment. If you terminate employment and are reemployed within one year of termination, the months that you were not employed are credited to you upon reemployment for vesting purposes, and your years of service credit for vesting purposes will be measured from your original employment date. **As noted previously, if you are reemployed after April 30, 2009, you will not resume active participation in the Plan for purposes of earning additional benefits, however, you will continue to be eligible to earn Vesting Service if your prior service is restored to you upon reemployment as explained above.**

Special rules apply for counting the prior Vesting Service of various companies and divisions that joined the Plan. If you are not already fully vested, the Plan Administrator can provide you with information on any additional, prior vesting credit that may apply to you.

If you received a lump sum distribution of your benefit when you terminated, the years of Benefit Service that are attributable to that distribution are not restored to you when you are reemployed.

4. YOUR BENEFITS AT RETIREMENT

A. Normal Retirement Benefit

You are eligible for a Normal Retirement Benefit on the first day of the month that coincides with or follows your 65th birthday (your “Normal Retirement Date”).

The amount of your monthly pension benefit is dependent upon the benefit formula in effect at the time you retire for your location. **You should refer to Appendix B for the applicable benefit formula for your Employer.** In general, if you transfer employment between locations with different benefit formulas, separate benefits will be calculated for you based on the formula at each location taking into account only the compensation you earned and Benefit Service you earned while covered under each formula separately.

B. Early Retirement Benefit

The Plan also provides an Early Retirement Benefit. **Unless provided differently in Appendix B applicable to your employment,** your early retirement date is based on the following.

Class of Participant	Early Retirement Requirements
Any Participant	Attainment of age 55 and completion of 5 years of Vesting Service
A Participant who is employed at a participating location (as defined in Appendix B) of Environmental Technologies Group, Inc. for purposes of determining the Early Retirement Date with respect to the portion of the Participant's Accrued Benefit that is attributable to his accrued benefit as of November 30, 1999 under the ETG Pension Plan	Either the requirements applicable to any Participant or the date on which the sum of the Participant's age and service (including service after April 30, 2009), as defined under the ETG Pension Plan as of November 30, 1999, when added together equals or exceeds 80
A Participant who was a participant in the BAe Plan on March 20, 2000 and employed at a participating location (as defined in Appendix B) by Actuation Systems, Inc. on March 21, 2000	Either the requirements applicable to any Participant or attainment of age 55

If you elect to receive an Early Retirement Benefit, your monthly pension benefit will be calculated based on the benefit formula in effect for your location at the time you retire (**as determined in Appendix B**) and will be reduced by 1/15 for each of the first 5 years by which your Early Retirement date precedes your Normal Retirement date and by 1/30 for the next five years by which your Early Retirement date precedes your Normal Retirement Date, **unless provided for differently in Appendix B applicable to your**

employment. Please refer to Appendix B for the eligibility requirements for an Early Retirement Benefit for your location.

C. Late Retirement Benefit

If you continue to work as a Covered Employee past your Normal Retirement Date, you can receive a Late Retirement Benefit beginning as early as the first day of the month after you actually retire. However, you must complete a benefit application before benefits can commence (refer to Section 10 “*Applying for Benefits*” below).

If you continue to work as a Covered Employee past your Normal Retirement Date, Benefit Service will continue to accrue each Plan Year until you actually retire, but not later than April 30, 2009, when the Plan was frozen. Your Late Retirement Benefit will be calculated in the same manner as your Normal Retirement Benefit based on your Benefit Service to your Late Retirement Date (or, if earlier, April 30, 2009). However, by law, your pension benefit *must* begin no later than the April 1 following the calendar year in which you leave your employment with your Employer, or reach age 70½, if later. If your pension benefits do not begin by then, you may be subject to a 50% excise tax on the portion of your pension benefits (as determined by Internal Revenue Service (“IRS”) guidelines) that should have been paid to you. If you continue working after your Normal Retirement Date for at least 40 Hours of Service per month you will be notified that the benefit you could receive if you retired and commenced payment will not be paid to you until you retire and commence receipt of your Late Retirement Benefit. If you are still working as of April 1 of the calendar year following the year in which you reach age 70 ½ (the “Mandatory Adjustment Date”) your benefit will be actuarially increased to reflect the delay in payment from the Mandatory Adjustment Date through date of payment, if that increase is greater than the amount you accrue for the same period of employment.

D. Disability Retirement

You may be eligible for a Disability Retirement Benefit if you leave your employment with your Employer before your Normal Retirement Date due to a Disability. **Your Disability Retirement Benefit, if any, will be determined as provided in Appendix B applicable to your employment.**

E. Suspension of Benefits

If you have commenced payment of your Plan benefit and are reemployed on or after June 1, 2019, your benefit payments will continue at the same time and in the same manner as before your reemployment.

In general, if you were reemployed before June 1, 2019, you did not receive any pension payments from the Plan during your period of reemployment if you had retired, commenced pension payments in an annuity under the Plan, and were then rehired. Your benefit payments stopped while you were an active employee if you were employed for at least 8 days per month. However, if you retired on or after your Early Retirement Date, and were reemployed prior to your Normal Retirement Date, your benefit payments stopped while you were an active employee for any reemployment—regardless of the number of days you were employed by your Employer. Special rules applied to participants of Tutco, Inc. and Environmental Technologies, Group, Inc. employed on December 31, 2000—the suspension rules did not apply to that portion of their benefit accrued as of December 31, 2000.

If your benefits were suspended due to reemployment before June 1, 2019, your benefits recommenced as soon as administratively practicable after June 1, 2019, or, if earlier, the first day of the month next following the month in which you ceased to be working for 8 days per month, or in the case of reemployment after your Early Retirement Date and prior to your Normal Retirement Date, when you again retired. Your resumed pension benefit was recalculated to include any additional accruals based on your compensation and Years of Benefit Service during periods of reemployment ending on or before April 30, 2009, and accounted for the Plan payments you already received. The Plan will not, however, make up or otherwise adjust your benefit for the months of the suspension. This notice and the suspension of benefit rules of the Plan comply with regulations published by the Department of Labor, which may be found in Section 2530.203-3 of the Code of Federal Regulations.

5. IF YOU LEAVE EMPLOYMENT BEFORE RETIREMENT

A. Receiving Your Vested Benefit

“Vesting” means you have a non-forfeitable right to receive a pension benefit from the Plan, whether or not you continue to work as a Covered Employee with your Employer until you retire.

You will be fully vested in your benefit if you have five years of Vesting Service. You are fully vested after three years of Vesting Service if you are employed with your Employer on or after January 1, 2008. You will also be fully vested if you are employed by your Employer when you reach your Normal Retirement Age.

If you are fully vested and terminate your employment before you are eligible for Early or Normal Retirement, you are eligible to receive a pension benefit based on your Benefit Service and the benefit formula in effect on your last day of eligible employment. You can begin receiving benefits as of your Early or Normal Retirement Date **in accordance with Appendix B for your employment category**. If you receive your benefit before Normal Retirement Date, it will be reduced for early commencement **in accordance with Appendix B for your employment category**.

If you terminate your employment before you are vested and you are not reemployed by your Employer, you will forfeit your benefit and your prior Benefit Service may be disregarded as described on pages 11 to 12.

B. Earlier Payment Available

Effective for payments made on or after December 1, 2014 if you terminated employment after March 1, 2014, and you have not reached Early or Normal Retirement Date, you may elect to receive your benefit at any time after termination of employment regardless of your age at that time. If you elect to receive your benefit before Early or Normal Retirement Date eligibility, your monthly pension benefit will be calculated based on the benefit formula in effect for your location at the time you terminate (**as determined in Appendix B**), and will be actuarially reduced to reflect the early payment.

6. PAYMENTS FROM THE PLAN

When you retire, you have several choices of how to receive your benefit. The option that applies to you is dependent upon your marital status at the time when Plan benefit payments begin, if you terminate employment before, or on or after Early or Normal Retirement Date, and which options are available for your location. Your benefit will be offset by the amount of any pension that is payable based on employment with your Employer for the same periods of time for which you earned Years of Benefit Service under this Plan. The offset will be determined based on payment in the form of a single life annuity and will be applied regardless of whether you have elected to receive payment of such other pension at the same time as payment from the Plan.

Unless specified otherwise in the Appendix B that applies to your employment, the forms of payment are described below.

A. Normal Form of Payment

- ◆ ***Single Participants.*** If you are not married on the date your benefit payments are scheduled to begin, your pension benefit is normally payable as a Single Life Annuity (unless you elect otherwise). A Single Life Annuity provides monthly benefits to you for life. Payments will stop upon your death and will not be paid to anyone else. This benefit is the normal form for participants commencing payment before or after Early or Normal Retirement Date.
- ◆ ***Married Participants.*** If you are married on the date your benefit payments are scheduled to begin, your pension benefit is normally payable as a Qualified Joint and 50% Survivor Annuity (“QJSA”). The QJSA provides a monthly benefit to you for your lifetime. After your death, your surviving “spouse” will receive 50% of your monthly benefit for his or her lifetime. The monthly benefit you receive will be less than a Single Life Annuity because it will be paid over two (2) lifetimes; yours and your spouse’s. The amount of the reduction is based on your age and the age of your spouse when benefit payments begin. This benefit is the normal form for participants commencing payment before or after Early or Normal Retirement Date.

For purposes of the Plan, except as provided under the terms of a qualified domestic relations order (see page 33) effective June 26, 2013, your spouse is the individual to whom you are married on the earlier of the date of your death or your benefit payment date, including a marriage of same-sex spouses that was validly entered into in a domestic or foreign jurisdiction

whose laws authorize the marriage of two individuals of the same sex even if the married couple resides in a domestic or foreign jurisdiction that does not recognize the validity of same-sex marriages

- ◆ ***Automatic Lump Sum Payment.*** If the value of your pension benefit is \$1,000 or less when you terminate employment with your Employer, your benefit is paid to you automatically in a single lump sum, unless you elect to roll it over to an eligible retirement plan. This applies to both single and married participants. If the value of your pension benefit exceeds \$1,000, but is not greater than \$5,000, you may elect to receive a lump sum of the amount or roll it over to an eligible retirement plan. If you do not make an election, it will automatically be rolled over to an IRA established on your behalf at Wells Fargo. Once the IRA is established on your behalf, you will be contacted with investment information, and other details. Wells Fargo's phone number is 1-800-222-8222.

B. **Optional Forms of Payment**

If you wish, you can waive the normal form of payment and receive your pension benefit in one of the following optional forms of payment. Both married and single participants may elect an optional form of payment from among the optional forms available to you depending on your marital status. However, if you are married, your spouse must provide *written consent* to your choosing an optional form of payment or beneficiary, and must be witnessed by a notary public. You can revoke your election at any time before your benefit payments begin. However, if you are married, any revocation of an election will require your spouse's written consent, which must be witnessed by a notary public.

Single Life Annuity. As a married participant, you may elect to have your benefit paid as a Single Life Annuity, which provides monthly benefits during your lifetime only. Payments do not continue to a beneficiary after your death. *This is the normal form for single participants and an optional form for married participants.* This is an available optional form of payment only for a participant who commences payment on or after Early or Normal Retirement Date.

Guaranteed Payment Option – Only Available to Certain Groups Below. Through the guaranteed payment option, you may choose to have your pension benefit paid to you for life and guaranteed for a specified number of months. By electing this option, you will receive a reduced monthly benefit for the rest of your life. If you die within the guaranteed period, your designated beneficiary will receive your benefit for the balance of the period.

If no beneficiary survives you, the value of your remaining benefit will be paid to your estate. If you receive monthly benefits for the full guaranteed period during your lifetime, no additional benefits will be paid after you die. Your monthly pension benefit is reduced based on your age when your benefit payments are scheduled to begin. *This option is available to both married and single participants.* This is an available optional form of payment only for a participant who commences payment on or after Early or Normal Retirement Date.

Participant Class	Number of Monthly Payments Guaranteed
All Participants	120
A Participant who became an Employee between January 1, 1992 and July 11, 1994 and had an accrued benefit under the Pharmacia U.S. Inc. Retirement Plan now known as Smiths Medical MD	60, 120
A Participant who became an Employee prior to January 1, 1992 and had an accrued benefit under the Pharmacia U.S. Inc. Retirement Plan any portion of which was attributable to participation in the Pharmacia Biotech Inc. Retirement Plan now known as Smiths Medical MD	60, 120, 240
A Participant who, on December 31, 2000, had an accrued benefit attributable to participation in the Tutco, Inc. Retirement Plan (or, effective July 31, 1999, the portion of the Plan covering Employees at a participating location (as set forth in Appendix B) of Tutco, Inc.)	60, 120, 180
A Participant who had his accrued benefit under the BTR Plan transferred to the Plan	60,120

50%, 75%, and 100% Joint and Survivor Annuity Options. *These options are available to married and single participants.* Under this option, payments are made to you in a reduced amount for your lifetime and you may elect to have 50%, 75%, or 100% of your reduced monthly income continue after your death for the lifetime of your surviving spouse or other designated beneficiary. The amount by which your benefit is reduced depends on the percentage you choose to have continued and your age and your spouse's or other beneficiary's age on the date benefit payments are scheduled to begin. Except for the 75% Joint and Survivor Annuity Option with your spouse only, the other joint and survivor options are available optional forms of payment only for a participant who commences payment on or after Early or Normal Retirement Date.

Social Security Leveling Option – Only Available to Certain Groups Below. You may elect the Social Security leveling option if you retire before becoming eligible for Social Security benefits at age 62 (65 in the case of group (2) below). This form of payment allows you to receive a larger monthly benefit from the Plan before age 62, and a smaller

monthly benefit from the Plan after age 62 (65 in the case of group (2) below). Under this option, your monthly benefit before age 62 (65 in the case of group (2) below) approximately equals the sum of your pension benefit plus Social Security payments available beginning at age 62 (65 in the case of group (2) below). These adjustments provide a level benefit throughout your retirement years. Benefit payments will stop upon your death and will not be paid to anyone else. If you are interested in this option you must supply your estimated Social Security payment amount to the Plan Administrator so that the amount under this option can be calculated.

(1) Any participant whose benefit was transferred from the ETG Pension Plan to the Plan as of December 1, 1999;

(2) Any participant whose benefit was transferred from the BAe Plan to the Plan to the Plan as of March 21, 2000.

This is an available optional form of payment only for a participant who commences payment on or after Early or Normal Retirement Date.

Lump Sum. A lump sum is available only to a participant whose benefit was transferred from the BTR Pension Plan to the Plan as of January 1, 2000 and who terminates employment on or after early retirement date, and only with respect to the benefit he earned under the Fasco Industries, Inc. Employee Retirement Plan as of December 31, 1992, is available in a lump sum.

Effective for benefit payment dates that occur on or after December 1, 2014, a lump sum is be available to any participant who terminated employment after March 1, 2014. The lump sum is equal to the present value of your accrued benefit (without inclusion of any subsidy).

C. Electing a Payment Method

Regardless of the payment method you choose, you must submit a complete pension application to the Plan Administrator within 180 days of the date benefit payments are scheduled to begin.

As you approach retirement age, you will receive more specific information about your benefit options and payment amounts. You can elect any optional form of payment, as long as payments to be made to a beneficiary after your death do not exceed certain limits required by law.

Please note that tax laws change from time to time and may be quite complex. It is to your advantage to consult a tax advisor before deciding which payment option best meets your financial needs.

Keep in mind that if you are married and want to elect an optional payment method (or want to select someone other than your spouse as your beneficiary) your spouse must provide written consent, witnessed by a notary public.

You may, with the consent of your spouse, change your election at any time before benefit payments begin. You cannot change the payment method after you begin receiving benefits.

7. DEATH BENEFITS

A. If You Die Before Pension Benefits Begin

If you are vested and die before pension benefits begin, your spouse will be eligible to receive a Preretirement Survivor Benefit from the Plan. The Preretirement Survivor Benefit is based on the benefit you have accrued at the time of your death and whether or not you were eligible for Early or Normal Retirement at that time. If you die while you are on Qualified Military service any years of service that you earned while on leave will count for determining if you were vested at the time of your death for purposes of eligibility for this benefit.

Death Before Eligibility for Retirement. Unless otherwise provided in the applicable Appendix B for your employment, the amount of the Preretirement Survivor Benefit is 50% of the vested benefit you would have received if you had terminated employment on the date of your death, survived to Early or Normal Retirement, and retired with a Qualified Joint and 50% Survivor Annuity benefit. If your death occurs after March 1, 2014, effective for payments made on or after December 1, 2014, your spouse may elect to receive the Preretirement Survivor Benefit immediately upon your death and not wait until the date you would have reached Early or Normal Retirement Date. The benefit would be actuarially reduced from the date you would have reached Normal Retirement Date to reflect early payment.

Death After Eligibility for Retirement. The amount of the Preretirement Survivor Benefit is 50% of the benefit you would have received if you had retired on the day of your death with a Qualified Joint and 50% Survivor Annuity benefit in effect. If you elect a J&S Annuity in a percentage greater than 50% with your spouse, within 180 days of the date your benefits are scheduled to begin and you die before that date, your spouse will receive benefit payments based on your election over his or her lifetime.

When Payments Begin. Your spouse may begin receiving Preretirement Survivor Benefits as early as the date you would have been eligible to receive an Early Retirement Benefit. Benefits are reduced if payments begin before you would have reached your Normal Retirement Date. Your spouse has the option to defer payment to a later day; however, payment must begin by the date you would have reached age 65.

Form of Payments. Generally, Preretirement Survivor Benefits will be paid to your spouse in the form of an annuity for your spouse's life. However, if the present value of the benefit payable to your spouse is \$5,000 or less, a single lump sum payment will automatically be paid as soon as administratively possible after your death.

If your death occurs after March 1, 2014, effective for payments made on or after December 1, 2014, your spouse may elect to receive the Preretirement Survivor Benefit in a single lump sum payment which shall be the present value of the death benefit otherwise payable at your Normal Retirement Date (without any early retirement subsidies included).

Other death benefits may be provided under the applicable Appendix B for your employment.

B. If You Die After Pension Benefits Begin

If you die after you have started receiving your pension benefit, payments may continue to your spouse or designated beneficiary based on the form of benefit payment you elected.

8. FEDERAL INCOME TAXATION OF PLAN BENEFIT DISTRIBUTIONS

A. Taxation of Benefits

Because the Plan is intended to qualify for tax-exempt status under the Internal Revenue Code of 1986, as amended (the “Code”), you are not required to pay federal income tax on your benefit until your pension benefit payments are distributed to you.

Generally, federal income tax must be paid on the amount of any payment you receive from the Plan. Also, if you receive a payment before you reach age 59½, an additional ten percent (10%) federal tax is generally imposed. However, in general this ten percent (10%) tax will not apply if:

- ◆ The distribution is made after you reach age 59½ or if you terminate employment in the year of your 55th birthday or later.
- ◆ The distribution is made due to your death or disability (as defined by the IRS).
- ◆ The distribution is made to you in annuity form.
- ◆ You roll over the distribution to an individual retirement account or to another eligible retirement plan.
- ◆ A distribution to your spouse, child or other dependent is required under the terms of a qualified domestic relations order (“QDRO” – see page 33).
- ◆ The distribution is made to you in a year when your unreimbursed medical expenses, as defined by the IRS, exceed 7.5% of your adjusted gross income.

B. Withholding from Distributions

If you receive payment of your pension benefit in the form of an annuity, your distribution will be subject to federal income tax withholding unless you elect not to have tax withheld. You will receive a tax withholding election form when you receive such a distribution. If you elect to have tax withheld from a distribution when you leave your employment, the withheld amount will be calculated according to a schedule published by the IRS. In certain cases, the amount withheld may not cover the actual tax due. If you do not make an election, withholding will be applied automatically on the assumption that you are married and claiming three withholding allowances.

If you receive a lump sum distribution from the Plan that is eligible for a direct rollover and you do not have it transferred directly to an eligible retirement plan, federal law requires the automatic withholding of twenty percent (20%) of the distribution as federal income taxes. Because federal laws are complicated and change from time to time, you should consult a tax advisor before requesting a distribution from the Plan. If your distribution is eligible for rollover you will receive a Special Tax Notice prior to distribution that describes the rollover rules that apply to the payment.

9. SOCIAL SECURITY BENEFITS

Throughout your working career, both you and your Employer contribute toward your Social Security benefits through payroll taxes. These benefits are *in addition to* your Plan benefits and provide you with an important source of retirement income.

If you were born on or before January 1, 1938, your full Social Security benefits begin at age 65. If you were born later than that date, your full Social Security benefits begin between ages 65 and 67, depending on your birth date. You may begin receiving reduced Social Security benefits at age 62.

If you are married, your spouse is also entitled to receive Social Security benefits in an amount based on your pay or his or her pay (whichever produces the greater benefit).

You will *not* receive Social Security benefits automatically. *You must apply for them.* For more information about your Social Security benefits and how to apply for them, contact your local Social Security office. The national toll-free number for Social Security is **1.800.772.1213**. You may also log onto **www.ssa.gov** on the Internet for more information.

10. APPLYING FOR BENEFITS

At such time as you become entitled to benefits under the Plan, the Plan Administrator will determine the benefits you are eligible for and the forms of payment available for your benefit and notify you of this information. Based on this information, you must complete and sign a written application for benefits on a form supplied by the Plan Administrator to begin benefit payments at the time and in the form you elect. If you wish to inquire concerning the benefit you are eligible for and when that benefit may commence, or to obtain an application for benefits, please contact the Plan Administrator.

A. Submitting an Application for Benefits

To begin receiving benefit payments from the Plan, you or your beneficiary must submit an application for benefits to the Plan Administrator. You should contact the Human Resources Department at least 90 days before you want to begin receiving your benefits. Your application must be supported by any information, data, or documents that the Plan Administrator determines are relevant or appropriate to establish your eligibility for benefits. Appropriate evidence of age, marital status, location of residence, and, in the appropriate instances, health, death, or disability are required of all applicants for benefits.

Benefits for which you are eligible are paid as soon as possible after you or your beneficiary submits an application for benefits. It is important to keep the Plan Administrator informed of any address changes so that you can continue to receive proper notice about your Plan benefits. If you fail to keep the Plan Administrator informed about your current address, this could cause a delay in the payment of your benefit and potentially cause you to owe additional taxes.

If an application for benefits is denied, you have certain rights under the law to pursue a claim for those benefits. For more information, see the “*Claims Procedure*” and “*Statement of ERISA Rights*” sections of this SPD below.

B. Retirement Checklist

- ◆ Notify the Plan Administrator at least 90 days before you plan to retire.
- ◆ If you are eligible, apply for Social Security and Medicare A and B Benefits at your local Social Security office at least 90 days before you plan to retire.
- ◆ Discuss the tax consequences of distributions from this Plan and any other pension plan for which you are eligible with your tax advisor or attorney.

- ◆ Make sure the Plan Administrator has your current address; send a change of address card to the Plan Administrator any time you move.

11. DISPUTED CLAIMS PROCEDURE

A. How do I make a claim for disputed benefits?

If you believe that the Plan Administrator has failed to advise you of or to pay any benefit to which you are entitled under the Plan, you may file a written claim with the Claims Administrator. If you would like to submit a claim, you must submit it in writing to the Claims Administrator at:

Smiths Group Pension Plan
Fiduciary Services Committee
DEPT: COFID
PO BOX 981922
EL PASO TX 79998

Your claim must clearly state the specific outcome you are seeking and must also include sufficient information reasonably necessary for the Claims Administrator to fully evaluate your claim. You should provide all information and documents available to you that support your claim. The Claims Administrator will decide your claim based solely on the records of the Plan and the information and documents you provide. It is your responsibility to obtain and provide any documents supporting your claim that you want the Claims Administrator to consider.

The Claims Administrator will decide your claim and advise you of any benefits to which you are entitled under the terms of the Plan within a reasonable amount of time as explained further below.

B. What happens if my claim for benefits is denied?

In the case of a claim for benefits, other than a claim involving disability retirement benefits, that is wholly or partially denied, within 90 days (or 180 days in special cases if the Claims Administrator furnishes notice of the extension before the end of the initial 90-day period) after the claim has been filed, the Claims Administrator will provide the person who filed the claim a written approval or denial of the claim.

In addition, where the Claims Administrator determines that the extension of time is required due to the failure to submit information necessary to evaluate the claim, the period of time for considering the claim will exclude the period of time beginning on the date on which notification of the extension is sent to you and ending on the date you provide the additional information. You will have up to 45 days to provide the additional

information, if requested. If the requested information is not provided within 45 days, your claim will be decided based on the information that has been received.

In the case of a claim involving disability retirement benefits that is wholly or partially denied, within 45 days after the claim is filed, the Claims Administrator will provide the person who filed the claim a written approval or denial of the claim. If special circumstances require an extension of time for processing the initial claim involving disability retirement benefits, a written notice of an initial extension of up to 30 days will be provided to the claimant before the end of the initial 45-day period. If, before the end of the initial 30-day extension period, the Claims Administrator determines that a decision cannot be rendered within that extension period, the determination period may be extended for up to an additional 30 days if you are notified of the second extension before the end of the initial extension period.

A notice of the denial of a claim, in whole or in part, will set forth:

- the specific reason or reasons for the denial;
- reference to the specific Plan provisions upon which the denial is based;
- a description of any additional material or information needed before your claim can be considered and an explanation of why such material or information is necessary; and
- an explanation of the claim review procedure set forth below and the time limits applicable to appeals, including a statement of your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on appeal.

In addition, if the claim involves disability retirement benefits, the notice will set forth:

- a discussion of the decision, including an explanation of the basis for disagreeing with or not following (to the extent applicable): (i) the views presented by you of health care professionals treating you and vocational professionals who evaluated you; (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Plan, without regard to whether the advice was relied upon in making the benefit determination; and (iii) a disability determination made by the Social Security Administration;

- if the determination is based upon a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances or a statement that such explanation will be provided free of charge upon request;
- the specific rule, guideline, protocol, or other similar criterion that was relied upon in making the determination and either provide a copy of it with the denial or state that a copy will be provided free of charge upon request, or, alternatively, a statement that such rules, guidelines, protocols, standards, or other similar criteria of the Plan do not exist; and
- a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

C. How can I request a review of a denied claim?

Within 60 days of receiving a notice denying your claim (or within 180 days if the claim involves disability retirement benefits), you, your beneficiary, or your duly authorized representative may request, in writing, a full review of the claim by the Claims Administrator. Appeals not timely filed will be barred from further consideration or judicial review.

In connection with any such review, you, your beneficiary, or your duly authorized representative will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits. In addition, you, your beneficiary or your duly authorized representative will have a right to review pertinent documents relating to the claim denial and a right to submit written comments, documents, records, issues and other information relating to the claim to the Claims Administrator.

The Claims Administrator will make an independent decision on your claim based on a full and fair review of all available information. The Claims Administrator will take into account in its deliberations all comments, documents, records and other information you have submitted, whether submitted in connection with the appeal or in connection with the original claim, and may, but need not, hold a hearing in connection with its consideration of the appeal. You or your authorized representative will have an opportunity to submit written and oral evidence and arguments in support of the claim at any hearing

held by the Claims Administrator. If your claim involves disability retirement benefits, you will be provided, free of charge, with any new or additional evidence considered, relied upon, or generated by the Claims Administrator in connection with your claim sufficiently in advance of the date for deciding your claim to give you a reasonable opportunity to respond before that date.

The review of your claim generally will be conducted by the Claims Administrator at the first meeting of the Claims Administrator following receipt of the request for review. However, if the request is received within the 30-day period preceding the date of such meeting, it will be considered at the second meeting following receipt of the request for review (unless the claim can be and is addressed at the first meeting). If special circumstances require an extension of time beyond the meeting at which the review is considered, then a determination will be made by the next meeting. If an extension is needed, you will be notified in writing of the special circumstances and the date as of which the determination will be made, prior to the commencement of the extension. The Claims Administrator will notify you of the determination on review within a reasonable time after the determination is made.

Except as provided above, if the claim does not involve disability retirement benefits, the Claims Administrator will generally make a decision within 60 days after your request for a review (or 120 days in the event of special circumstances if the Claims Administrator furnishes notice of the extension before the end of the initial 60-day period). If the claim involves disability retirement benefits, the Claims Administrator will generally make a decision within 45 days after your request for a review (or 90 days in the event of special circumstances if the Claims Administrator furnishes notice of the extension before the end of the initial 45-day period).

The Claims Administrator's decision will be final, binding, and conclusive on all parties. A final notice of the denial of the claim on appeal, in whole or in part, will set forth:

- the specific reason or reasons for the denial;
- reference to the specific Plan provisions upon which the denial is based;
- a statement explaining that you or your authorized representative has the right to, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits;
- a statement of your right to bring a civil action under section 502(a) of ERISA.

In addition, if the claim involves disability retirement benefits, the notice will set forth:

- a discussion of the decision, including an explanation of the basis for disagreeing with or not following (to the extent applicable): (i) the views presented by you of health care professionals treating you and vocational professionals who evaluated you; (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Plan, without regard to whether the advice was relied upon in making the benefit determination; and (iii) a disability determination made by the Social Security Administration;
- the specific rule, guideline, protocol, or other similar criterion that was relied upon in making the determination and either provide a copy of it with the denial or state that a copy will be provided free of charge upon request;
- if the determination is based upon a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances or a statement that such explanation will be provided free of charge upon request; and
- the contractual limitations period that applies to your right to bring any action, including the calendar date on which the contractual limitations period expires for the claim.

Important Notes on Claims and Appeals: You must use and exhaust this Plan's administrative claims and appeals procedures before bringing suit in either state or federal court including such rights as the Plan Administrator may choose to provide in connection with novel claims, disputes or issues or in particular situations. For purposes of the prior sentence, any claimant that has any claim, dispute, issue or matter that implicates in whole or in part –

- (1) The interpretation of the Plan;
- (2) The interpretation of any term or condition of the Plan;
- (3) The interpretation of the Plan (or any of its terms or conditions) in light of applicable law;
- (4) Whether the Plan or any term or condition under the Plan has been validly adopted or put into effect;

(5) The administration of the Plan;

(6) Whether the Plan, in whole or in part, has violated any terms, conditions or requirements of ERISA or other applicable law, regardless of whether such terms, conditions or requirements are, in whole or in part, incorporated into the terms, conditions or requirements of the Plan, or

(7) Any claim, dispute, issue or matter that is deemed similar to any of the foregoing by the Settlor Committee or relates to the Plan in any way;

(or two (2) or more of these) (each and collectively, a ‘Claim’) shall not be considered to have satisfied this exhaustion requirement unless the claimant first submits the Claim to the Settlor Committee in writing to be processed pursuant to the Plan’s administrative claims procedures (or to be otherwise considered by the Settlor Committee) and fully exhausts such claims procedures, and regardless of whether other claims, disputes, issues or matters that are not Claims (including those that a court might consider at the same time) are of greater significance or relevance. This exhaustion requirement applies even if the Settlor Committee has not previously defined or established specific claims procedures that directly apply to the submission and consideration of such Claim, and in which case the Settlor Committee (upon notice of the Claim) shall either promptly establish such claims procedures or shall apply (or act by analogy to) the claims procedures that apply to claims for benefits. Upon review by any court or other tribunal, this exhaustion requirement is intended to be interpreted to require exhaustion in as many circumstances as possible (and any steps necessary to clarify or effect this intent may be taken). The Settlor Committee may make special arrangements to consider a Claim on a class basis or to address unusual conflicts concerns, and such minimum arrangements in these respects shall be made as are necessary to maximize the extent to which exhaustion is required. In any subsequent action or consideration of a Claim, in court or another tribunal, the subsequent action or consideration shall be limited, to the maximum extent permissible, to the record that was before the Settlor Committee in the claims procedure.

Similarly, failure to follow the Plan’s prescribed procedures in a timely manner will also cause you to lose your right to sue regarding an adverse benefit determination. No person may bring an action in a court of law if he fails to comply with the procedures and time limits described in these claims procedures.

Because the Claims Administrator has full discretion to make benefit determinations and apply the Plan’s provisions, judicial review of your claim will be limited to deciding whether the adverse benefit determination was arbitrary or capricious. By law, the

reviewing court will not be allowed to substitute its judgment for that of the Claims Administrator, and will defer to the Claims Administrator if its determination is reasonable.

If any judicial or administrative proceeding is undertaken relating to your claim, the evidence presented in that proceeding will be strictly limited to the evidence timely presented to the Claims Administrator under the claims and appeals procedures described above (referred to as the “administrative record”). You will not be allowed to supplement the administrative record in the judicial or administrative proceeding, so it is important that you timely submit all information relating to your claim according to the procedures outlined above. Facts and evidence that become known to you, your beneficiary, or another interested person after having exhausted the appeals procedure may be submitted for reconsideration of the appeal in accordance with the time limits established above. Issues not raised during the initial appeal will be deemed waived.

These claims and appeals procedures apply not only to you but also to your beneficiary or any other person who submits a claim for benefits from the Plan.

D. Time Limitations

Claims under the Plan’s administrative claims and appeals procedures and lawsuits must be commenced within a particular period of time described below; otherwise, you will be time-barred from any further consideration of your claim and you will not receive any benefits from the Plan.

Any claim filed under the Plan and any action filed in state or federal court by or on behalf of a former or current employee, participant, beneficiary or any other individual, person or entity (collectively, a ‘Petitioner’) for the alleged wrongful denial of Plan benefits or for the alleged interference with or violation of ERISA-protected rights must be brought within one year of the date the Petitioner’s cause of action first accrues (or within any shorter time as may be specified on a Plan benefit statement with respect to errors reflected in such statement). For purposes of this section, a cause of action with respect to a Petitioner’s benefits under the Plan shall be deemed to accrue no later than the earliest of (i) when the Petitioner has received the calculation of the benefits that are the subject of the claim or legal action, (ii) the date identified to the Petitioner by the Plan Administrator on which payments shall commence, or (iii) when the Petitioner has actual or constructive knowledge of the facts that are the basis of his claim. For purposes of this section, a cause of action with respect to the alleged interference with ERISA-protected rights shall be deemed to accrue when the claimant has actual or constructive knowledge of the acts that are alleged to interfere with ERISA-protected rights. Failure to bring any such claim or cause of action within this time frame shall preclude a Petitioner, or any representative of

the Petitioner, from filing the claim or cause of action. Correspondence or other communications following the mandatory appeals process described in this section shall have no effect on this time frame.

If you become aware that the Plan Administrator has failed to implement any action you have taken with respect to your Plan benefit, or such action was incorrect or not consistent with your intent, and you fail to notify the Plan Administrator within a reasonable period of time, not to exceed 180 days, you will be deemed to have accepted such action or failure to act.

E. Restriction on Venue.

Any claim or action filed in a court or any other tribunal in connection with the Plan by or on behalf of a Petitioner may only be brought or filed in the United States District Court for the Eastern District of Pennsylvania.

12. QUALIFIED DOMESTIC RELATIONS ORDERS

A “qualified domestic relations order” (“QDRO”) is a judgment, decree or order (including approval of a property settlement agreement) which relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child or other dependent of a participant, is made pursuant to a state domestic relations law (including community property laws), and meets a series of specific criteria set forth in both Employee Retirement Income Security Act of 1974 (“ERISA”) and the Code.

A. Procedure

Procedures and information about a QDRO may be obtained from the Plan Administrator. If the Plan Administrator receives an instrument that purports to be a QDRO affecting your accrued benefit in the Plan, you will be notified, and provided with a copy of the Plan’s established procedure for determining whether or not the document constitutes a QDRO.

B. Effect of a QDRO

A QDRO creates rights in a person known as an “alternate payee.” The alternate payee may become entitled to any part of, or all of, your accrued benefit under the Plan. In addition, the order may grant to a former spouse the rights normally provided to a surviving spouse under the Plan, preventing a later spouse from having full spousal rights.

13. MISCELLANEOUS INFORMATION

A. Top-Heavy Plan

A plan is considered “top-heavy” if the contributions or benefits that have been allocated to certain employees, called “key employees,” when added to recently allocated contributions or benefits to former employees who were key employees, have a value that exceeds sixty percent (60%) of the aggregate of all of the allocations to the participants under the Plan. Each year the Plan Administrator must determine if the Plan is top-heavy. The Plan is currently not “top-heavy.” However, federal law provides that plans that become top-heavy become subject to special rules. If the Plan becomes top-heavy in any year, you may be entitled to certain minimum benefits. The Plan Administrator will inform you of your rights if the Plan becomes to-heavy.

B. Federal Pension Benefit Insurance

Your pension benefits under the Plan are insured by the PBGC, a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under the Plan, but some people may lose certain benefits.

The PBGC guaranty generally covers: (i) normal and early retirement benefits, (ii) disability benefits if you become disabled before the Plan terminates, and (iii) certain benefits for your survivors. The PBGC guaranty generally does not cover: (i) benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates, (ii) some or all of benefit increases and new benefits based upon Plan provisions that have been in place for fewer than 5 years at the time the Plan terminates, (iii) benefits that are not vested because you have not worked long enough for the company, (iv) benefits for which you have not met all of the requirements at the time the Plan terminates, (v) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan’s normal retirement age, and (vi) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

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

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC Technical Assistance Branch, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202.326.4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1.800.877.8339 and ask to be connected to 202.326.4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

C. Assignment of Benefits

In general, neither you nor your beneficiary may assign sell, transfer, or pledge the benefits under the Plan to a creditor or to anyone else. In addition, no Plan benefits will be liable for or subject to the debts, contract, liabilities, or civil wrongdoing of anyone entitled to a Plan benefit. However, there are certain exceptions to this rule. For example, the honoring of a QDRO or of a federal income tax lien does not constitute a violation of this rule.

D. Loss of Benefits

The most common way to lose benefits under the Plan is to forfeit the non-vested (forfeitable) portion of your benefits. Under certain circumstances, your benefits under the Plan could be lost, reduced, or suspended. These circumstances include the following:

- ◆ Your employment terminates for any reason before you are one hundred percent (100%) vested;
- ◆ The Plan Administrator is unable to locate you or your beneficiary when it comes time to pay your benefit;
- ◆ The Plan terminates and the Trust fund contains insufficient assets to pay all of benefits completely;
- ◆ The Plan is amended to reduce accrued benefits (this may be done only with the permission of the federal government to avoid severe economic hardship to the Employer; however, the Employer has no present intention to take such action, but are required by law to inform you of the possibility);
- ◆ All or a portion of your benefits are directed to be paid to your spouse, former spouse or child pursuant to a QDRO or are subject to a federal tax levy;

- ◆ You fail to make proper application for benefits or fail to provide necessary information;
- ◆ Benefits paid to you before you reach Normal Retirement Date (age 65) will be reduced to account for early payment;
- ◆ You begin to receive payment of your benefits and are reemployed by an Employer under circumstances for which your benefit is suspended;
- ◆ The Plan is underfunded and voluntary lump sums are restricted;
- ◆ Under the J&S annuity, and other optional forms of payment, your benefits will be reduced to permit payments to your beneficiary after your death; and
- ◆ Limitations under the Code, the imposition of income, penalty and excise taxes or a tax lien, or the application of a judgment or settlement agreement that requires you to make payments to the Plan.

It is your responsibility to keep your Employer informed of your mailing address and of any changes in your address. You should also keep your beneficiary designation up to date, with the correct address, so that your benefit can be paid to the proper person in case of your death.

E. IRS Approval

The Plan is subject to the continuing approval of the IRS. Therefore, the Plan may change from time to time or be discontinued to comply with certain IRS regulations or any changes in the Code or any other applicable law. If changes that affect you are required, you will be notified.

F. Terms and Conditions of Employment

Neither the establishment of the Plan, nor your participation in it, will be deemed a contract of employment. Every employee remains subject to retention or discharge without reference to the existence of the Plan, and as though the Plan had never existed.

G. Right to Amend or Terminate the Plan

The right to amend or terminate the Plan and its corresponding Trust are reserved to Smiths Group Services Corp. subject to the provisions of any applicable collective

bargaining agreement. Except to the extent that notice may be required by law, any such amendment or termination may be made without notice. Smiths Group Services Corp. also reserves the right to consolidate the Plan with another plan or to divide the Plan into multiple plans at any time. If the Plan is completely terminated (or if it is partially terminated and you are adversely affected by the occurrence resulting in that partial termination), the amount of your accrued benefit will become fully one hundred percent (100%) vested and no further benefits will accrue to you.

The amount of your benefit, if any, will depend on Plan assets, the terms of the Plan, and the benefit guaranty of the PBGC. Plan assets will be shared among Plan participants and beneficiaries according to ERISA regulations.

H. Payments to Minors and Other Persons Under Legal Disability

Any benefit payable to or for the benefit of a minor, an incompetent person, or other person incapable of receiving payments for such benefits will be deemed paid when paid to such person's guardian or to the party providing or reasonably appearing to provide for the care of such person.

I. Notices; Missing Persons

It is your responsibility to keep the Plan Administrator fully advised as to any changes in your name, address, marital status, health status and other factors that have a bearing on benefit entitlements. The Plan Administrator shall not be responsible for failure to locate missing persons or for the payment to others of amounts that would have been paid to such missing persons, had they not been missing.

J. Changes in this SPD

The terms of the Plan and this SPD may be changed from time to time. Please be certain that you have the most recent version of this SPD, and all amendments thereto (called "Summaries of Material Modifications"). You may verify the status of the SPD with the Plan Administrator, from whom you may also obtain a current SPD (including all applicable Summaries of Material Modification) on request and without charge.

14. STATEMENT OF ERISA RIGHTS

As a participant in the Plan described in this SPD, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

A. Receive Information About Your Plan and Benefits

You may examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

You may obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and an updated Summary Plan Description. The Plan Administrator may impose a reasonable charge for the copies.

You will receive a copy of the Plan's Annual Funding Notice each year.

You may obtain a statement telling you whether you have a right to receive a benefit at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a vested right to benefits, the statement will tell you how many more years you have to work to get a vested right to the benefits. This statement will be provided to you at least once every three years. The Plan must provide the statement free of charge.

B. Prudent Actions by Plan Fiduciaries

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

C. Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within thirty (30) days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

D. Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

The foregoing text was provided by the U.S. Department of Labor. The Employer is not responsible for the accuracy or completeness of the text, nor does the presentation of the Statement of ERISA Rights above constitute a rendition of legal advice by the Employer.

**SMITHS GROUP PENSION PLAN
SUMMARY PLAN DESCRIPTION**

Appendix A

Participating Company	Participating Locations	Benefit Service Excludes Periods Prior To this Date
Smiths Group Services Corp.	818 Connecticut Ave NW #450 Washington, DC 20006	date of hire
Tutco, Inc. (salaried participants)	Cookeville, Tennessee	date of hire
Tutco, Inc. (hourly participants)	Cookeville, Tennessee	January 1, 1978
Smiths Aerospace Components, Inc. (Participating employer only through May 4, 2007 when sold to GE)	Mountaintop, Pennsylvania	date of hire
	Asheville, North Carolina	date of hire
	Wilkes Barre, PA (Tru-Form, Inc.)	date of hire
	West Jefferson, NC	date of hire
	Wilkes Barre, PA (Valley Manufacturing Corporation)	date of hire
Smiths Aerospace LLC (Participating employer only through May 4, 2007 when sold to GE)	Electronic Systems Division Clearwater, Florida	date of hire
	Dayton, Ohio	August 1, 2000
	Germantown, Maryland	N/A
	Grand Rapids, Michigan	date of hire
	Long Island, New York	January 1, 1996**
	Pompano Beach, Florida	February 1, 2000
	Florham Park, New Jersey	date of hire
	Malvern, PA	date of hire
	SLI International	date of hire
	Customer Service Division Clearwater, Florida	date of hire
	Mechanical Systems Division Dayton, Ohio	February 1, 2000
	Los Angeles, California	date of hire
	Rockford, Illinois	February 1, 2000
	Sterling, Virginia	date of hire
	Whippany, New Jersey	April 1, 1991***
	Yakima, Washington	N/A
John Crane, Inc.	Morton Grove, Illinois	date of hire
	Vandalia, Ohio	date of hire
Summitek Inc.	Englewood, Colorado	December 1, 2001
Smiths Medical ASD, Inc.	Gary, Indiana	November 1, 2001

**SMITHS GROUP PENSION PLAN
SUMMARY PLAN DESCRIPTION**

Participating Company	Participating Locations	Benefit Service Excludes Periods Prior To this Date
	Keene, New Hampshire	January 1, 1989*
	Rockland, Massachusetts	August 1, 1997
	San Diego, California (known prior to August 6, 2006 as Respiratory Support Products, Inc.)	August 1, 1992
	Southington, Connecticut (known prior to August 6, 2006 as Medex, Inc.)	N/A
	Duluth, Georgia (known prior to August 6, 2006 as Medex, Inc.)	N/A
	Carlsbad, California (known prior to August 6, 2006 as Medex, Inc.)	N/A
	Dublin, Ohio (known prior to August 6, 2006 as Medex, Inc.)	N/A
	Chicago, Illinois (known prior to August 6, 2006 as Medex, Inc.)	N/A
Times Microwave Systems, Inc. (LPL Participants)	Wallingford, Connecticut	Date of hire
Times Microwave Systems, Inc. (non-LPL Participants)	Wallingford, Connecticut	February 1, 1989
Smiths Medical, PM, Inc.	Waukesha, Wisconsin	N/A
Smiths Medical, MD, Inc. (non-Graseby)	St. Paul, Minnesota	date of hire****
Smiths Medical, MD, Inc. (Graseby)	St. Paul, Minnesota	January 1, 1998
DHD Healthcare Corp.	Wampsville, New York	N/A
Smiths Detection Inc.	Warren, New Jersey	N/A
	Danbury, Connecticut	N/A
	Edgewood, Maryland	December 1, 1999
	Hopewell Junction, New York (Spectral)	NA
	Alcoa, Tennessee	NA
	LiveWave, Inc.	NA
	Pasadena, California	N/A
	Boston, Massachusetts	N/A
	Pinebrook, New Jersey	N/A
Titeflex Corporation	Springfield, Massachusetts	date of hire

***SMITHS GROUP PENSION PLAN
SUMMARY PLAN DESCRIPTION***

* With respect to individuals who were Employees at Intertech Resources, Inc., Benefit Services excludes periods prior to January 1, 1996.

** Aerospace Avionics Inc. became an affiliated company on January 31, 2000.

*** Actuation Systems, Inc. became an affiliated company on March 21, 2000.

**** SIMS Deltec, Inc. became an affiliated company on July 11, 1994.