Summary Plan Description

PENSION PLAN

Great Benefits Great Value!

Johnson Controls
INTRODUCTION

Retirement is something most employees look forward to reaching. It’s your reward for your years of dedication and service. One of the ways Johnson Controls helps you plan for your retirement is by providing you with retirement benefits in the form of a pension. The Company also contributes toward your Social Security Benefit throughout your career with the Company and to the Johnson Controls Savings and Investment (401k) Plan. Your pension benefits will work together with other sources of retirement income: Social Security, your personal savings, and the money you and the Company contribute to the Savings Plan.

The Johnson Controls Pension Plan was closed to new participants Jan. 1, 2006. The Johnson Controls Pension Plan will be frozen as of Dec. 31, 2014 for the purpose of benefit accruals. No additional benefit accruals will be available after that date.

This Summary Plan Description is an overview of the major provisions of the Johnson Controls Pension Plan and reflects updates made to the plan as of Jan. 1, 2010.
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ELIGIBILITY AND PARTICIPATION

Generally, if you are a Johnson Controls employee who was hired before January 1, 2006 and who lives and works in the United States, you are eligible to participate in the Pension Plan unless you are covered by other company—or affiliate-sponsored plans.

In addition, employees of certain affiliated participating employers are also eligible to participate unless you are covered by other company—or affiliate-sponsored plans.

If you are covered by a collective bargaining agreement, you are eligible to participate in the Pension Plan only if the agreement states that you can participate.

Generally, participation begins on the date of hire or transfer to the eligible group.

However, in general, the following groups of employees are not eligible to participate:

- Employees hired prior to January 1, 2006, who terminate employment and are rehired on or after January 1, 2006.
- Employees hired prior to January 1, 2006 who transfer from an ineligible position to an eligible position on or after January 1, 2006 except for employees employed by Johnson Controls Interiors LLC, at the Holland, MI locations and employees employed at United Systems Integrators Corp.(USI) who were active employees as of Dec. 31, 2005.
- Employees of Johnson Controls who are designated as O&M employees and who are assigned to work on, or transfer to work on, a contract entered into by the company after April, 2001 (other than Customer Business Managers).
- GWS Account Level employees of Johnson Controls or any other employees covered under Account Level Benefits.
- Employees who transfer to the United States from non-U.S. locations on an expatriate assignment, on or after Jan. 1, 2005.
- The provisions of this booklet do not apply to those plan participants who are York International Corp. employees (who were previously covered under the York Pension Plan No. 1) and Shelbyville, KY production employees. The benefits for such employees are described in separate booklets.

To find out more information about which affiliated employers participate in the Pension Plan or whether you are covered by the Pension Plan in whole or in part, please contact the Service Center at 1-866-496-1999.

Special Note:
The Johnson Controls Pension Plan was closed to new participants effective Jan. 1, 2006. As of December 31, 2014, the Plan will be frozen for all participants for the purpose of benefit accrual. No additional benefits may be earned in the Plan after this date.
TERMS AND DEFINITIONS

**Benefit Service:** In general, you receive a year of benefit service for each 12 months of company (or affiliated participating employer) employment after you become a Pension Plan participant. You will also receive a partial year of benefit service for less than 12 months of employment. Your benefit service stops on the earlier of the date you are no longer an eligible employee or Dec. 31, 2014.

**Participation:** Generally used to determine the start date of your benefit service, participation is based on the Pension Plan provisions in effect when you were hired. For new employees, participation begins at the date of hire. For employees who transfer into this plan, participation begins on the date of transfer to the eligible employee group.

**Final Average Monthly Pay:** Final average monthly pay is based on pay you receive during the five consecutive highest-paid complete calendar years out of your last 10 complete calendar years of employment. It generally includes periods of employment with the company (or another participating employer) before you transfer into a class of eligible employees, but excludes periods of employment with the company (or another participating employer) after you transfer out of the plan. Your pay generally includes base pay, bonuses, overtime, and other similar compensation and is determined before payroll reductions are taken for the Savings and Investment (401k) and the Flexible Spending Account plans and your pre-tax premiums for the medical plans. Pay for such things as severance, moving expenses and imputed income on your life insurance is excluded. The IRS limits the amount of pay that can be taken into account for purposes of calculating benefits under the Plan. (Please note: Pay received after Dec. 31, 2014 for participants covered by the Plan through that date will not be included when calculating the final average monthly pay.)

**Severance Date:** The last day of the month in which you retire, die or leave company employment, or the first anniversary of a long absence. Absence for military service doesn’t result in a severance date unless you don’t return within legal limits. For this purpose, company employment includes employment with any company affiliate.

**Spouse:** Your wife or husband to whom you are legally married under federal law for at least one year on the date payments begin. Should you die prior to the date payments begin, your husband or wife to whom you are legally married throughout the one year period ending on the date of your death.

**Social Security Retirement Age:** Your Social Security retirement age under the plan is based on the age when full Social Security benefits become available as follows:

<table>
<thead>
<tr>
<th>If You Were Born:</th>
<th>Your Social Security Retirement Age is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before 1938</td>
<td>Age 65</td>
</tr>
<tr>
<td>1938 – 1954</td>
<td>Age 66</td>
</tr>
<tr>
<td>1955 or later</td>
<td>Age 67</td>
</tr>
</tbody>
</table>

**Social Security Covered Compensation:** The 35-year average of the annual maximum pay from which Social Security taxes are withheld ending with the year in which you reach the Social Security normal retirement age.

**Vesting Service:** Used to determine your right to receive a benefit. In general, you receive a year of vesting service for each 12 months during the period beginning on the first day of the month in which you are hired and ending on your severance date. You also will receive partial vesting service for less than 12 month periods. You are fully vested after five years of vesting service. In general, employment with the company and its affiliates counts as vesting service.
HOW THE PENSION PLAN WORKS

Pension Formula
Your monthly Pension Plan benefit, payable at normal retirement age, is calculated this way:

For each year of benefit service up to 30:
1.15 percent of your final average monthly pay
plus
.55 percent of your final average monthly pay in excess of Social Security covered compensation

For each year of benefit service over 30:
1.15 percent of your final average monthly pay

Please note: The benefit service, final average monthly pay, and Social Security covered compensation used to calculate your pension benefit will be the amounts in effect as of December 31, 2014 or the date you terminate employment if earlier.

Sample Calculation
For example, you retire in 2010 at age 65 with 30 years of benefit service and final average monthly pay of $5,500. Let’s also assume that the monthly Social Security covered compensation for the year in which you retire is $5,137.

Here’s how your pension would be calculated:

Your Pension Formula

\[
\begin{align*}
1.15\% \times 5,500 &= 63.25 \\
.55\% \times (5,137 - (5,500 - 5,137)) &= 2.00 \\
\hline
65.25 \\
30 \text{ years of service} \times 30 \\
\text{Monthly pension benefit from the company} &= 1,957.50
\end{align*}
\]

The monthly pension benefit in this example would be $1,957.50. You may also be eligible for Social Security benefits which would provide an additional source of retirement income. Because some Social Security benefits aren’t taxed, your spendable income might be an even higher percentage of your final average pay. And if you participated in the Savings and Investment (401k) Plan, those funds would provide yet another source of retirement income.

IRS rules may limit the amount of benefit payable to some highly compensated employees. You will be notified if this limit applies to you.
WHEN YOU RECEIVE BENEFITS

Normal Retirement

Normal retirement with full benefits under the plan is available if you leave employment with the company and its affiliates after you reach age 65 and if you have at least five years of vesting service.

Early Retirement

If you leave employment with the company and its affiliates after you complete 10 years of vesting service and have reached age 55, you may retire as early as age 55 and begin to receive benefits. Your benefit may be smaller, depending on several factors. For one thing, you will have less service than if you had waited until normal retirement and your final average monthly pay may not be as high as if you had continued to work. In addition, your benefit may need to be reduced, as described below, in order to take into account that if the same total benefit is stretched to cover a longer period of time each payment will need to be less.

Full (unreduced) benefits are available if you retire within three years of your Social Security retirement age, which is 65, 66 or 67, depending on your year of birth. If you leave employment after qualifying for early retirement and delay collecting your benefits until this time, you will also receive full benefits.

Calculating Your Early Retirement Benefit

The formula used to calculate your normal retirement benefit also applies to your early retirement benefit. The difference is that your benefit service, final average monthly pay and Social Security covered compensation in effect on the earlier of your early retirement date, the date you leave employment if you delay collecting your benefit, or Dec. 31, 2014 are used (see the following chart).

If payments begin immediately, as is usually the case, you would receive the following percentage of your retirement benefit as shown:

<table>
<thead>
<tr>
<th>Age When Payments Begin:</th>
<th>Percent* of Benefit You Receive if You Have Completed 5 Years of Service and Your Year of Birth is:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Before 1938</td>
</tr>
<tr>
<td>67</td>
<td>100%</td>
</tr>
<tr>
<td>66</td>
<td>100%</td>
</tr>
<tr>
<td>65</td>
<td>100%</td>
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<tr>
<td>64</td>
<td>100%</td>
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<td>62</td>
<td>100%</td>
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<td>61</td>
<td>95%</td>
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<td>60</td>
<td>90%</td>
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<td>59</td>
<td>85%</td>
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<td>58</td>
<td>80%</td>
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<tr>
<td>57</td>
<td>75%</td>
</tr>
<tr>
<td>56</td>
<td>70%</td>
</tr>
<tr>
<td>55</td>
<td>65%</td>
</tr>
</tbody>
</table>

* These percentages are prorated to take into account partial years.

An Example

Assume you retired in 2010 at age 61, and your monthly normal retirement benefit is $1,957.50. You would receive a reduced monthly benefit which is 90 percent of $1,957.50, or $1,761.75 assuming payments began immediately. If you decide to retire and to postpone payments until age 63, your benefit would not be reduced at all.

Deferred Vested Retirement

Once you have five years of vesting service, the pension plan benefit you’ve earned is protected regardless of what age you are when you leave employment with the company or its affiliates. This benefit is called a deferred vested benefit. It is calculated in the same way as a normal retirement benefit, but is based on your final average monthly pay, years of benefit service and the Social Security covered compensation table in effect on Dec. 31, 2014 or the date you left the company if earlier.
If you leave, you will receive a statement telling you what your deferred vested benefit would be if payments begin at your Social Security retirement age (65, 66 or 67 depending on your birthday). The statement also tells how you can apply for your benefit. At the same time, the company notifies the government about this benefit, as required by law. So, when you apply for your Social Security benefit, you’ll be reminded to apply for your company benefit, too.

Although the statement will show the benefit payable at your Social Security retirement age, your deferred vested benefit can actually begin as early as age 55.

If you elect to receive your benefit before your Social Security retirement age, payments are reduced by 5 percent for each year payments begin prior to Social Security retirement age as shown in the following table.

<table>
<thead>
<tr>
<th>Age When Payments Begin:</th>
<th>Percent* of Benefit You Receive if You Have Completed 5 Years of Service and Your Year of Birth is:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Before 1938</td>
</tr>
<tr>
<td>67</td>
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<td>66</td>
<td>100%</td>
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<td>60%</td>
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<tr>
<td>56</td>
<td>55%</td>
</tr>
<tr>
<td>55</td>
<td>50%</td>
</tr>
</tbody>
</table>

* These percentages are prorated to take into account partial years.

**Disability Retirement**

Your primary protection in the event of total and permanent disability comes from the company’s Long-term Disability Plan. That’s described in the Disability Plans section of the Health and Welfare Summary Plan Description.

However, you may also receive additional service under this plan in the event of a total and permanent disability. If you have 10 or more years of vesting service when a long-term disability begins, your participation in the Pension Plan continues. You receive benefit service credit for all the time you are disabled up to the date the company disability benefits end, the date you retire, or Dec. 31, 2014 whichever occurs first. If you have less than 10 years of vesting service when your long-term disability begins, you receive up to one year of additional benefit and vesting service toward your pension benefit but not beyond Dec. 31, 2014. When you are eligible, you can retire with a normal, early or deferred vested retirement benefit, as previously described.

For example, if your total disability continues until you are 65 and your benefit begins on that date, your retirement benefit is based on:

- Your final average monthly pay at the time you became totally and permanently disabled (if you were disabled prior to Dec. 31, 2014).
- All your benefit service through the earliest of age 65 or Dec. 31, 2014. Plus, if you have 10 or more years of vesting service when your long-term disability begins, all the time you are disabled is included (but not beyond Dec. 31, 2014).

You are considered totally and permanently disabled under the pension plan if you are determined to be disabled under the company’s Long-term Disability Plan. If you are not enrolled in the company’s Long-term Disability Plan, your eligibility for benefits under the Disability Retirement provisions will be determined by the plan administrator based on guidelines set forth in the Administrative Information section.
PENSION PAYMENT OPTIONS

When you elect to receive your plan benefits, you can choose payments that last for your lifetime alone; this would provide you with the largest payments. Or you can extend your payments to cover the life of another person besides you. Your payments are somewhat smaller in this case because they would probably continue for a longer period of time. Remember that the actuarial value of your total retirement benefit is always the same regardless of the payment method you choose.

There are two automatic payment methods—one if you’re single, another if you’re married. Your benefit will be paid according to one of these methods unless you elect another payment method in writing. (However, if your benefit amount is small, it will automatically be paid in a lump sum.)

• Single Life Annuity. This is automatic for single employees. You would receive a monthly benefit for your lifetime. Payments stop at your death. The benefit paid under this method is the full monthly amount determined by the pension formula (but reduced for early commencement, if applicable). A married participant may also elect this form as an optional payment method, subject to the spousal consent rules described below.

• 50 Percent Joint and Survivor Annuity. This is automatic for employees who are married when benefits begin. This method pays you a smaller monthly benefit during your lifetime in order to extend payments to your spouse after your death. At your death, 50 percent of that smaller benefit is paid monthly to your surviving spouse for the rest of his or her life. The exact adjustment in your benefit amount depends on your age and your spouse’s age.

In addition to the automatic payment options described above, you can elect one of the following payment methods:

• Optional 50 Percent, 75 Percent or 100 Percent Joint and Survivor Annuity. Like the 50 Percent Joint and Survivor Annuity, this method of payment allows you to take a smaller payment so that payments would continue for your lifetime plus your beneficiary’s lifetime after your death. You can name anyone as your beneficiary to receive the continuing payments, subject to the spousal consent rules described below. And, you have a choice as to how much of your benefit will continue to your beneficiary—50 percent, 75 percent or 100 percent of the monthly amount you were receiving before your death.

• Optional 10-year Certain and Life Annuity. Under this method, you would receive smaller benefit than you would if you received payments under the Life Annuity only option. The reduction in the payment is to purchase an extra guarantee of protection. The guarantee is that benefits continue for at least 10 years even if you die before then. When you elect this payment method, you receive a reduced benefit for your lifetime even if you live longer than the 10 year period that is guaranteed. However, if you die before 10 years have passed, your beneficiary receives your payments for the balance of the 10-year period. No benefit is payable to your beneficiary if you die after receiving payments for 10 years or more. You can name anyone as your beneficiary to receive the continuing payments, subject to the spousal consent rules described below.

• Lump Sum Payment Option. This form of payment allows you to receive the total value of your pension benefit in a single sum payment at your Normal, Early or Deferred Vested Retirement date. If you elect this form of payment, you may be eligible to roll over the distribution to an IRA or another employer’s retirement plan that accepts rollovers. This option is effective for retirements on or after April 1, 2010.

Spousal Consent

If you have a spouse at the time you begin to receive benefits, and you name someone other than your spouse as your beneficiary (or designate no beneficiary) or you elect a form of benefit other than the 50 Percent Joint and Survivor annuity method, your spouse would need to give written, notarized consent to your election. This is a legal requirement.
APPLYING FOR BENEFITS

When you apply for your pension benefit, you’ll learn, among other things, what your benefit is and how it will be affected by choosing different payment options. The reason for giving you information well ahead of time is to help you in your retirement planning.

To initiate your retirement request, simply go online at http://resources.hewitt.com/jci or contact the Johnson Controls Service Center at 1-866-496-1999. Retirement should be requested 90 days prior to your planned retirement date. You may be asked to verify some information like your current address or your spouse’s age. You will be provided with a retirement package within two weeks. If you are an active employee, be sure to notify your Supervisor or Human Resources Representative about your plans to retire as well.

You can estimate your benefits by going online at http://resources.hewitt.com/jci. You will need your Social Security Number and your password to request an estimate. If you need assistance in resetting your password, contact the Service Center at the number shown above.

NOTE: As you plan for retirement, remember to also apply for benefits from the Social Security Administration at least 90 days prior to your Social Security retirement age.
SITUATIONS AFFECTING YOUR PENSION BENEFITS

Long Absences, Severance and Re-Employment

Once you have five years of vesting service, you have a permanent right to a benefit. Even if you leave before retirement, you will receive a retirement benefit if you live until retirement age and apply for a benefit. If you leave with five years of vesting service and later return to work prior to Jan. 1, 2006, your previous benefit and vesting service is combined with any future service earned through Dec. 31, 2014 to determine your final benefit (unless you received a lump-sum benefit—see the "Reinstatement of Benefit Service" section for more information).

However, your active employment could end before you have five years of vesting service. In this case, to keep your benefit and vesting service you must return to active employment before your absence exceeds six years. If you return within 12 months of your termination date, you’ll not only receive your former vesting and benefit service, you’ll also receive vesting service credit for your absence.

If you are laid off or on an approved unpaid leave, your vesting and benefit service continue for the first year of your absence but not beyond December 31, 2014.

If you return to work after Pension Plan payments have begun, your payments will stop. Contact the Service Center at 1-866-496-1999 for more information.

Please note: only employees rehired prior to Jan. 1, 2006 will be subject to reinstatement in the plan as described above. Employees rehired on or after Jan. 1, 2006, will retain rights to benefits earned when they originally terminated or retired but will have benefit service, pay and social security covered compensation frozen as of the original date of termination.

Contact the Service Center at 1-866-496-1999 for more information.

You Die Before You Start Your Pension Payments

If you die after you have five years of vesting service but before benefit payments begin, your spouse can receive a monthly benefit from the plan beginning the first of the month following the date you would have reached age 55. If you die after age 55, payments can begin on the first day of the month following your death.

Your spouse can defer payment to a later date, but no later than the date you would have reached Social Security retirement age (age 65, 66 or 67). If payments are deferred, the benefit payable may be greater. Payments continue for the rest of your spouse’s life.

The benefit amount paid to your spouse is determined in part on whether you are eligible to retire as of the date you die as follows:

- If your death occurs prior to your 55th birthday, the benefit amount paid to your spouse is 50 percent of your benefit. This assumes you would have started receiving the benefit after you would have attained age 55 under the 50 percent joint and survivor annuity form of payment.

- If your death occurs after your 55th birthday, the benefit amount paid to your spouse is 50 percent of the benefit you would have received if you had retired under the 50 percent joint and survivor annuity form of payment and died the next day.

Transfers

Generally, if you transferred to an eligible group of employees, on or before Jan. 1, 2006, you became eligible to participate on the date you transferred. All your service with the company and any other affiliated employer is credited for determining your vesting service under the plan. Benefit service is counted from the date you transferred until your employment ends (or until December 31, 2014 if earlier) unless you transfer to an ineligible group of employees before then. If you transfer to an ineligible group, you will no longer earn benefit service under the pension plan and your final average monthly pay is frozen. You will continue to earn vesting
service as long as you continue to work for
the company or any of its affiliated employers.
If you transferred to this plan from another
company sponsored pension plan (on or prior
to Jan. 1, 2006), your benefit is calculated
under this plan beginning on your date of
transfer. The calculation considers your total
benefit service under any other company
sponsored plan and vesting service with the
company or any affiliated employer. The
amount of benefit under the Johnson Controls
Pension Plan may be reduced by the amount
of any payments from another company-
sponsored plan – see “No Duplication of
Benefits” below. If you were covered by a
multiemployer pension plan that the company
made contributions to on your behalf and
transferred to an eligible group covered by
this plan, on or prior to Jan. 1, 2006, contact
the Service Center for further details about
your rights under this plan. For other general
questions about transferring between plans,
contact the Service Center at 1-866-496-1999
for more information.

Court Orders
Your spouse or other dependents can,
through a court order called a Qualified
Domestic Relations Order, receive payment
of your retirement benefit for alimony, child
support or marital property rights at the
earliest time you are eligible for such benefits
even if you do not retire at that time. You will
be notified if the plan receives an order that
applies to your benefit. To obtain a copy of
the plan’s procedures for Qualified Domestic
Relations Orders, free of charge, contact the
Service Center at 1-866-496-1999.

Small Payments
If the actuarial single sum value of the monthly
payments to be made to you (or to your
spouse in the event of your death) after your
severance date or date of death is less than
or equal to $1,000 ($5,000 in the case of
amounts payable to your spouse or other
beneficiary), a lump sum payment equal to the
total value of the benefit will be paid before
the end of the plan year that follows the plan
year in which your severance date or date of
death occurs. If the actuarial value of your
monthly payments is more than $1,000 but
equal to or less than $5,000, you may elect
to receive payment as a lump sum. If you
choose to defer payment of your benefit to
a later date (instead of receiving a lump sum
payment), your benefit payments may be paid
monthly instead of as a lump sum if the
actuarial value is greater than $5,000 when
you apply for payments to begin. The current
definition of “small amount” may be increased
or decreased in the future. If you or your
spouse receives a lump sum payment, you or
your spouse may be eligible to roll over the
distribution to another employer’s retirement
plan that accepts rollovers or to an Individual
Retirement Account (IRA).

Reinstatement of Benefit Service
If you receive the value of your accrued
benefit as a lump sum when you leave the
company, your prior benefit service is canceled.
If you are later re-employed, your prior
benefit service is not eligible for reinstatement.

No Duplication of Benefits
If the pension earned under this plan dupli-
cates the pension earned under any other
plan to which the company or any affiliated
employer has contributed, the pension from
this plan will be adjusted so as not to provide
duplicate benefits.

Limits on Benefits
The Internal Revenue Service limits the
amount of annual benefits that may be paid
to participants. In the unlikely event your
benefit exceeds the Internal Revenue Service
limits, your benefit will be reduced to meet
the Internal Revenue Service limits and you
will be notified about this reduction.

Assignment of Benefits
Benefits may not be assigned or transferred
in any manner except as permitted under the
terms of the plan.
**Home Address Changes**

Active employees should advise their Human Resources representative when they have an address change. Former employees, surviving spouses and other individuals who are eligible to receive benefits should notify the Service Center of their current address to ensure proper receipt of benefit payments and other information. When a benefit becomes due and payable, written notice will be sent by first-class mail to the participant’s (or spouse’s or beneficiary’s) last known address to advise the individual of the benefit.

**Marital Status Changes**

Active and former employees (who are eligible to receive benefits) and who get married or divorced should notify the Johnson Controls Service Center regarding the change in marital status. Surviving spouses, who may have a name change, should contact the Benefits Center to update their pension record as well. Please provide name changes and new spouse information, including your spouse’s date of birth, social security number and the date of your marriage or the date of your divorce. When a benefit becomes due this will allow the benefit payments to be properly determined.

**Mistakes and Recovery of Overpayments**

The company makes every effort to ensure benefit payments are accurate. But if a mistake does occur, the company wants to correct the error promptly. Payment amounts may be adjusted or even stopped for a time to make sure total benefit payments are equal to the value of the benefits due.

The plans have the right to recover from you or your dependents, as applicable, the amount of any overpayment. Some examples of when an overpayment may occur include if:

- You are paid benefits for which a subsequent retroactive award is made which may offset the prior benefits paid to you

The plan may recover from you the full amount of the overpayment through any of the following means:

- Require you to repay the overpayment to the plan in one lump sum
- Stop current benefit payments until the full overpayment is repaid
- Reduce future benefit payments until the overpayment is repaid

**When Benefits are Not Payable**

Under this plan, no benefits will be paid if:

- You leave the company or any of its affiliates for any reason before you are fully vested
- You die and have less than five years of vesting service or you are single
- You or your surviving spouse failed to apply for benefits
- You receive the value of your vested pension as a lump sum (see the Reinstatement of Benefit Service section)
- Your surviving spouse dies before starting benefit payments
- A court orders your entire benefit to be paid to someone else (see the Court Orders section)
- You become re-employed after your benefits begin. Please contact the Benefits Center immediately for more information
- You die and are receiving a pension but elected a form of payment that does not provide a survivor benefit, like a life annuity
- You die before benefits begin and you were married less than a year or you are single
GENERAL ADMINISTRATIVE INFORMATION

This section provides administrative information about the pension plan and describes your rights under ERISA (Employee Retirement Income Security Act of 1974).

<table>
<thead>
<tr>
<th>PLAN SPONSOR</th>
<th>Johnson Controls, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ERISA PLAN ADMINISTRATOR</td>
<td>Employee Benefits Policy Committee Johnson Controls, Inc. 5757 North Green Bay Avenue P.O. Box 591 Milwaukee, WI 53201–0591 1–414–524–1200</td>
</tr>
<tr>
<td>PLAN SPONSOR IDENTIFICATION NUMBER</td>
<td>39–0380010</td>
</tr>
<tr>
<td>TYPE OF PLAN</td>
<td>Defined benefit pension plan</td>
</tr>
<tr>
<td>PLAN NAME</td>
<td>Johnson Controls Pension Plan</td>
</tr>
<tr>
<td>PLAN NUMBER</td>
<td>001</td>
</tr>
<tr>
<td>AGENT FOR SERVICE LEGAL PROCESS</td>
<td>Secretary of the Company Johnson Controls, Inc. 5757 North Green Bay Avenue P.O. Box 591 Milwaukee, WI 53201–0591 1–414–524–1200</td>
</tr>
<tr>
<td>Plan Funding</td>
<td>The plan is funded through contributions made by Johnson Controls, Inc. and deposited into a trust.</td>
</tr>
<tr>
<td>PLAN YEAR</td>
<td>Plans are maintained on a calendar year basis, beginning Jan. 1 and ending Dec. 31.</td>
</tr>
<tr>
<td>PLAN TRUSTEE</td>
<td>U.S. Bank 777 East Wisconsin Avenue Milwaukee, WI 53201 1–414–765–5114</td>
</tr>
</tbody>
</table>
**Pension Benefit Guaranty Corporation**

Pension benefits under the Pension Plan are insured by the Pension Benefit Guaranty Corporation (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 guarantee generally covers: (1) normal and early retirement benefits, and (2) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the plan terminates; (2) some or all of benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the time the plan terminates; (3) benefits that are not vested because you have not worked long enough for the company; and (4) benefits for which you have not met all of the requirements at the time the plan terminates.

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

For more information about the PBGC and the benefits it guarantees, ask the Plan Administrator or contact the PBGC’s Technical Assistance Division, 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 Web site on the Internet at http://www.pbgc.gov.

**Minimum Benefit**

The Internal Revenue Code has special rules that apply to retirement plans that are considered “top-heavy” because most of the plan’s benefits are for officers and substantial owners. In the extremely unlikely event that a company retirement plan becomes top-heavy, a special minimum benefit would apply and a special, rapid vesting schedule would take effect for Pension Plan participants.

**Plan Limitations**

Being a member of the plan does not constitute an employment contract. While held in the plan, your accrued benefit cannot be sold, transferred, pledged or assigned for any reason (except as provided by law).

You cannot use the value of your plan benefit as collateral for a loan outside the plan or in any other financial guarantee arrangement. This protects your interests.

**Limitations Due to Funding**

If the plan’s assets do not equal at least 60% of the plan’s liabilities, then (1) benefit accruals under the plan will automatically cease, and (2) lump sum benefits will generally not be available. If the plan’s assets equal at least 60% but are less than 80% of the plan’s liabilities, participants may not be eligible to elect to receive their full accrued benefit in the lump sum optional form of payment. In the event any of these restrictions apply, you will be notified.
BENEFIT CLAIMS AND APPEAL INFORMATION

In order to start receiving pension benefits, you must file a claim as described in the section "Applying for Benefits." If you disagree with how your plan benefit has been calculated, the form in which your benefit is being paid, or other similar plan determinations regarding your plan benefit and you are not able to resolve these issues with the Service Center, you have the right to file a claim relating to the dispute in care of the Service Center. Your claim must be made in writing and addressed to:

Johnson Controls Service Center
100 Half Day Road
P O Box 1469
Lincolnshire, IL 60069-1469

Your claim should include the details regarding your dispute and any written documentation that supports your claim.

The following information will help you to better understand how to file claims, as well as the claim review and appeal process.

Response to Your Initial Benefit Claim

Your benefit claim may be approved or denied, in whole or in part, by the company. The company will determine whether a claim should be approved or denied generally in the following timeframes:

<table>
<thead>
<tr>
<th>Type of Claim</th>
<th>Regular Response Time</th>
<th>Extension of Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disability Retirement</td>
<td>No later than 45 days</td>
<td>Up to two additional 30 day periods</td>
</tr>
<tr>
<td>All other pension claims</td>
<td>No later than 90 days</td>
<td>Up to an additional 90 days</td>
</tr>
</tbody>
</table>

As indicated in the chart under Extension of Response Time, the company may extend the time period needed to make a determination for circumstances beyond its control, such as the need for you to submit additional information. In such case, you will be notified that additional information is needed. If you do not respond timely, the company will make a determination on the benefit claim based on the information in its possession at such time.

NOTE: The above timeframes relate only to when a decision to approve or deny a claim will be made. Payment of an approved claim may be made at a later date.

Denial of Initial Benefit Claim

If the company denies your initial claim, you will receive written notification of the denial. The written denial notice will include as applicable:

• The specific reason(s) for the denial
• Reference to the specific provision of the plan on which the determination is based
• A description of any additional material or information necessary for you to support your claim and an explanation of why such material or information is necessary
• A description of the appeal procedures and the time limits applicable to your request for an appeal, including a statement of your right to bring a civil action under ERISA following a denial upon all required levels of appeal
• Reference to a specific internal rule, guideline, protocol or other similar criteria in which the determination is based or a statement that such rule, guideline, protocol or other similar criteria was relied upon and that a copy of such rule or guideline will be provided free of charge upon request to the claims administrator

Appealing a Benefit Claim Denial

If you wish to appeal an adverse claim determination, your written appeal must be sent to the Appeals Manager at the following address:

Appeals Manager
Johnson Controls, Inc.
5757 North Green Bay Avenue
P.O. Box 591
Milwaukee, WI 53201-0591
Fax: 866-702-0476
Your appeal must be filed in writing, within 60 days after receiving your claim denial notice (or 180 days in the case of a disability retirement issue). As part of your appeal, you may:

- Submit written comments, documents, records and other information relating to the claim for benefits that you believe is pertinent; and
- Upon written request and free of charge, have reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits.

The appeal will take into account your comments and all of the information that you provide, regardless of whether such information was submitted or considered in the initial benefit determination.

Responding to an Appeal

Upon appeal, the Appeals Manager will either approve your appeal or uphold the denial. In general, if your appeal is denied, you should receive a response in the following timeframes:

<table>
<thead>
<tr>
<th>Type of Appeal</th>
<th>Response Time</th>
<th>Extension of Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disability Retirement</td>
<td>No later than 45 days</td>
<td>Up to an additional 45 days</td>
</tr>
<tr>
<td>All other pension claims</td>
<td>No later than 90 days</td>
<td>Up to an additional 90 days</td>
</tr>
</tbody>
</table>

Denial of Appeals

If your appeal is denied, the Appeals Manager will provide you with a written notice that includes, as applicable:

- The specific reason(s) for the denial
- Reference to the specific provisions of the plan on which the denial is based
- 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
- A statement about your right to bring a suit for benefits under ERISA
- Reference to a specific internal rule, guideline, protocol or other similar criteria was relied upon and that a copy of such rule or guideline will be provided free of charge upon request to the appeal reviewer
- A statement that indicates that you may have other voluntary alternative dispute resolution options, such as mediation, and advice to contact your local U.S. Department of Labor Office

Voluntary Appeals

If your appeal is denied, you may bring a suit for benefits or to clarify your rights to participation under ERISA (see Final Suit in Court section below for more information), or you may voluntarily appeal the denial to the Policy Committee. Please note that the appeal to the Policy Committee is not required, but the Policy Committee may resolve an appeal in your favor.

To appeal a denial to the Policy Committee, submit a written appeal to the address indicated in the Administrative Information section within 60 days of receipt of the notice of the final mandatory appeal denial. In some cases, the Policy Committee may refer your appeal to an outside agency for determination. When writing your appeal, you should read the legal plan documents and send written comments supporting your position.

The Policy Committee (or its agent) will write to you within 60 days after receiving your request (120 days under special circumstances). The notice will either change the earlier decision and provide for payment of your claim or deny your appeal. If your claim is once again denied, the notice also will include the specific reason for the denial and specific references to applicable plan provisions.

Final Suit in Court

As explained in the Statement of ERISA Rights section, you have the right to file a suit for benefits or to clarify your right to participate in the plan in a court of competent jurisdiction. However, you may file suit only after you have completely exhausted all of the mandatory claims and appeals procedures described above. In addition, you may not file suit in any event after 180 days after a final decision has been rendered.
MISCELLANEOUS INFORMATION

The following is information that pertains to the plan and to you as a participant.

Administration of the Plan

Johnson Controls, Inc. sponsors the Pension Plan. The Policy Committee has been designated as the official plan administrator for ERISA. As the ERISA plan administrator, the Policy Committee has the discretionary authority and responsibility of administering the plan and interpreting plan provisions. The Policy Committee’s determinations and decisions will be final and binding on all parties, unless arbitrary and capricious. However, many of the day-to-day operations of the plan such as approving benefit payments and interpreting plan provisions are performed by the company (such as Corporate Benefits in Milwaukee). Your first source of information about the pension plan is the Service Center. But if you have a question you can’t get answered, contact the Policy Committee.

Plan Amendment or Termination

The company reserves the right to amend or terminate the Pension Plan by action of the Policy Committee or Board of Directors. Although the company intends to continue the plan indefinitely, the company does reserve the right to change the plan or discontinue the plan subject, where applicable, to any restrictions described in the collective bargaining agreements. The Policy Committee’s right to amend the plan includes, but is not limited to changing the level of benefits provided and the class or classes of employees eligible to participate. Should the Pension Plan end, each participant would become fully vested to the extent funded and funds in the trust would be used to pay benefits due to the extent funded according to the priority stated in the plan document.

Not a Contract of Employment

No provision of this SPD or the plan document is to be considered a contract of employment between you and the company. The company’s rights with regard to the disciplinary action and termination of any employee, if necessary, are in no manner changed by any provision of the plan.

STATEMENT OF ERISA RIGHTS

As a plan participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

• Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as union halls and your Human Resources office, 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.

• 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 updated summary plan description. The administrator may make a reasonable charge for the copies.

• Receive a summary of the plan’s annual financial report, if any. The Plan Administrator is required by law to furnish each participant with a copy of this annual funding notice.

• Obtain a statement telling you whether you have a right to receive a pension under the Pension Plan 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 right to a
pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

**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, 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.

**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 Administrator and do not receive them within 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 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 if you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

**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, Pension and Welfare Benefits 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.
About This Publication

This Summary Plan Description (SPD) provides highlights of the pension plan for eligible Johnson Controls participants under the benefit program offered to certain eligible Johnson Controls employees. This summary describes the benefits you may be eligible to receive from this plan and explains how you may exercise your rights as a participant. It is not intended to include all details about the plan. If there is a discrepancy between this publication and the official plan document for the pension plan, the official plan document will govern. Nothing in this SPD implies automatic participation in the plan or is a guarantee of continued employment with the company. Johnson Controls has the right to change or end the plan at any time subject to the terms of any labor agreements.

Rev.(08/2010)
Effective Date: 01/01/2010–(Flex)