Retirement

Alcoa Retirement Plan I
Rule IC

October 1, 2013

Contents

This booklet is the summary plan description (SPD) of the Alcoa Retirement Plan I, Rule IC, restated as of January 1, 2010, including amendments through October 2013, for salaried employees hired before January 1, 2000, as specified in Appendix A on page 38. .

An SPD is intended to summarize the features of a plan in clear, understandable, and informal language for participants. Capitalized terms in this SPD have the meanings assigned to them in the "Definitions" section at the end of this SPD. However, the governing terms of the plan are contained in the official plan document under which the plan operates.

If there are any differences between this SPD and the plan document, the plan document will govern in all circumstances.

En esta carpeta se incluyen las descripciones sumarias del plan (SPD, por sus siglas en inglés) sobre sus prestaciones de Alcoa. Si usted no entiende plenamente alguna parte de esta información, llame al 1-888-ALCOA123 (1-888-252-6212) y pregunte por un representante que hable español.

Web and Telephone Resources

For questions about the plan or information on how to apply for benefits, you have the following resources:

- *Your Benefits Resources*™ (YBR) at http://resources.hewitt.com/alcoa – This interactive website is available 24 hours a day Monday through Saturday, and after 1 p.m. Eastern Time on Sunday. To access the YBR website, you must use your personal user ID and password*.
- 1-888-ALCOA123 (1-888-252-6212) – This automated telephone system is available 24 hours a day Monday through Saturday, and after 1 p.m. Eastern Time on Sunday. The non-toll-free number for international callers is 847-883-0956. Hearing-impaired callers can use the AT&T Relay Service TTY at 1-800-855-2880. For telephone system access, you must enter the last four digits of your Social Security Number (SSN), your date of birth, and your password*.
- Customer service representatives – These specially-trained individuals are available weekdays from 9 a.m. to 5 p.m. Eastern Time. The representatives can answer your questions about how the retirement plan works or help you to initiate a retirement application.

You may use either the website or the telephone system to apply for retirement and/or obtain estimates of your pension payments at retirement.

* Your user ID, the last four digits of your Social Security number, and password keep your personal retirement information confidential and ensure that only you have access to this information. It is your responsibility to maintain the secrecy of any user ID, password, or electronic PIN that you use to access your account. If someone else gains access to this information, that person might be treated as you for purposes of taking actions on your account, such as payments and changes of address. If you ever believe that someone has or is about to access your account improperly, please call 1-888-ALCOA123 (1-888-252-6212) immediately.

Plan Overview

The Alcoa Retirement Plan I, Rule IC, is designed to provide a valuable source of retirement income at no cost to you. When you retire, you are eligible to receive a Regular Monthly Pension for life. Together with Social Security and your personal long-term savings, benefits under the plan can help you build a financially secure retirement.

Various rules of the plan apply to different groups of employees. This booklet describes Rule IC, effective October 1, 2013.

Key Features

Eligibility—Participation is automatic when you reach age 21 and complete one year of Vesting Service.

Note: Employees hired or rehired on or after January 1, 2000 are not eligible for this Rule IC.

Vesting—When you complete five years of Vesting Service, you are vested, which means that you are eligible to receive a benefit from the plan.

Plan Benefits—The plan pays a benefit at your normal or early retirement date. It also pays a benefit for disability retirement under certain circumstances. If you are vested and leave before retirement, the plan will pay a benefit at a future date.

Certain plan provisions apply only to employees who met special eligibility requirements described later in this SPD as of December 31, 1999.

Survivor Benefits—If you are married (as defined by federal law) when you retire, your pension benefit automatically is reduced to provide a survivor benefit for your spouse, unless you and your spouse elect otherwise. In addition, your spouse or Domestic Partner may be eligible for a survivor's benefit if you die before retirement.

Answers to Your Questions—For information about the plan or how to apply for benefits, go to the *Your Benefits Resources™* website or call 1-888-ALCOA123 (1-888-252-6212); see page ii for details.

Who Is Eligible

You automatically participate in the rule when you:

- are employed or re-employed by the Company and you were hired before January 1, 2000 (for a list of participating locations, see Appendix A on page 38);
- reach age 21;
- complete one year of Vesting Service; and
- are not accruing Pension Service for benefits under any other retirement plan to which the Company or a Subsidiary contributes.

Effective January 1, 2010, if you were eligible and participating under this rule on December 31, 2009, you will continue to participate in this rule throughout the remainder of your employment. This applies even if you transfer employment to another Subsidiary, or location within the U.S, unless you transfer to an hourly position at a location whose hourly employees do not participate in this rule, you retire or quit and are subsequently rehired.

In addition, if you were an hourly employee of the Company on December 31, 2009, and later transferred to an eligible salaried or exception hourly (i.e. production NES) status in the Company, you will be eligible for this rule as of the date of your status change, as long as you were hired before January 1, 2000.

Vesting Service is counted both before and after the date you became a plan participant. For example, if you are hired on your 18th birthday and are employed continuously by the Company until you reach age 21, you will have three years of Vesting Service (see "What Service Means" on page 3).

The Alcoa Retirement Plan I, Rule IC is designed to provide a valuable source of retirement income at no cost to you.

Who Is Not Eligible

The following are *not* eligible for the plan:

- employees covered by a collective bargaining agreement, unless such agreement specifically provides for coverage under the plan;
- groups of employees that the Company has excluded from coverage under this rule (for example, employees hired or rehired on or after January 1, 2000);
- temporary, agency, leased, or contract employees, and other individuals who are not on the Company payroll, as determined by the Company, without regard to any court or agency decision determining common-law employment status;
- transfers on or after January 1, 2009 from a location outside the U.S to a participating location;
- participants in the Global Pension Plan as of December 31, 2008 who previously transferred from a location outside of the U.S. to a participating location;
- employees who transfer to an hourly status after December 31, 2009 will no longer be covered by this rule if such participating location's hourly employees are not covered by this rule;
- employees who retire or end their employment after January 1, 2000 will not be covered by this rule if they are rehired.

What Service Means

Service is an important concept because it is used to determine when you become eligible for a plan benefit and the amount of that benefit.

There are two types of service under the plan: Vesting Service and Pension Service. Generally, you earn Vesting Service and Pension Service beginning on your most recent date of hire and ending on the date you retire, die, or leave the Company.

Both types of service are measured in years, full months, and full days, with full months calculated as $^1/_{12}$ of a year and full days calculated as $^1/_{360}$ of a year.

If you transfer to or from a location or Subsidiary that does not participate in the plan, special Pension Service rules are used to determine Pension Service (see "Special Service Rules" on page 5).

Vesting Service

Vesting Service is used to determine when you are eligible to participate in the plan, when you earn the right to a plan benefit, and when you are eligible to retire (except for certain restricted retirement types). You become vested in the plan after you complete five years of Vesting Service. Once you are vested, you have a right to your plan benefit even if you leave the Company.

Vesting Service includes Pension Service and service with Alcoa Inc., or a Subsidiary. It also may include service during periods of absence not counted as Pension Service and during periods of employment with groups not covered by the plan.

Pension Service

In addition to your compensation, Pension Service is used to determine the benefit amount you accrue under a rule of the plan. Your Pension Service may not be the same as your Vesting Service. Pension Service also is used to determine eligibility for certain restricted retirement types.

When Service Ends

Generally, you stop earning Vesting Service under the plan when you incur a Severance Date (have a break in service). A Severance Date occurs when you resign, retire, die, are discharged or dismissed, or when you otherwise leave the Company. A Severance Date also occurs when you have been absent for more than one year due to a layoff or leave of absence, or for more than two years due to sickness, accident or non-occupational disability or maternity or paternity leave.

Generally, Pension Service ends when you cease to be eligible under a rule of the plan or stop earning Vesting Service. More information on periods that count as Pension Service and/or Vesting Service is provided in the following sections.

Provisions governing service change from time to time. The provisions that are in effect on your Severance Date determine how such service is calculated.

The following sections describe how service may be affected by a Severance Date.

Once you are vested in the plan, you have a right to receive a benefit under the plan.

If You Are Absent from Work

Short periods of absence, such as vacations, holidays, or brief illnesses, automatically count toward your Vesting Service and Pension Service.

You also may receive credit for longer periods of absence depending on the date the absence began, such as:

- the two years of a leave of absence due to sickness, accident, or non-occupational disability; or
- the first year of absence due to layoff or leave of absence.

- Starting January 1, 2009, you receive this credit on the first anniversary of the date you are absent from service with the Company or a Subsidiary because of a leave of absence or temporary layoff. However, after six months of layoff or leave, you may retire or terminate your employment and still receive one year of Vesting Service. If you retire or terminate before the initial six-month period ends, you only will receive the Vesting Service you earned up to your date of retirement or termination. This applies to all layoffs, educational leaves, military leaves*, union leaves, and paid and unpaid personal leaves. It does not apply to family leaves.

  *Additional service may be granted for military leaves in excess of one year, as required by law (see "Military Service").

If You Are Rehired by the Company

The following provisions apply only if you were a participant in the plan before your break in service and returned to work for the Company before January 1, 2000. If you were re-employed by the Company or a Subsidiary on or after January 1, 2000 but before March 1, 2006, you may be eligible to participate in Alcoa Retirement Plan I, Rule IM. Service you earned before the break in service may be counted for Vesting Service and Pension Service under Rule IM.

Within 12 Months—If you leave the Company and are rehired *within* 12 months, Vesting Service and Pension Service you earned before your Severance Date will be reinstated automatically if you left the Company due to:

- a termination of employment on or after January 1, 1976; or
- an absence that started on or after January 1, 1978, for any reason other than termination of employment.

If you incur a Severance Date and you return to work for the Company within 12 months, you will receive credit for Vesting Service for the time you were away.

After 12 Months—If you leave the Company and are rehired *after* 12 months, Pension Service you earned before your Severance Date will be reinstated if:

- you were vested in the retirement plan in effect on the date your employment ended; or
- your Pension Service ended on or after January 1, 1985, and
  - — you had less than five years of Vesting Service when you left;
  - — the number of years you were away from work is less than either five years or the Vesting Service you earned before your Severance Date; and
  - — you work at least 12 months after you are rehired.

If You Received a Lump-Sum Payment

If you are rehired after you leave the Company and you received a lump-sum pension payment at the time you left, your prior Vesting Service will be restored, but *not* your Pension Service.

If You Take Maternity or Paternity Leave

You will not incur a Severance Date if you are on maternity or paternity leave, as long as you return to work within two years from the date your leave began. Only the first year of such leave counts toward Pension Service and Vesting Service.

Prior Service with a Subsidiary

You earn no Pension Service for any period of your employment with an employer before it became a Subsidiary (i.e., more than 50% owned), unless the purchase agreement provides otherwise.

Military Service

You continue to earn Vesting Service and Pension Service while you are absent from work due to qualified military service, as required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and Section 414(u) of the Internal Revenue Code, as long as you return to active employment within the time period provided by the law.

In general, qualified military service includes all periods of active duty with a U.S. uniformed service (including National Guard and reserve training) up to five years of service, if you return to active employment with the Company within the period required by law.

If you die while absent from work due to qualified military service, your beneficiary will be entitled to the pension benefit that he or she would have been eligible to receive if you had returned to work the day before your death, then died.

Special Service Rules

Special rules may be used to determine Vesting Service and Pension Service if you:

- transfer to or from a location or Subsidiary that does not participate in the plan;
- are absent due to occupational disability (for which you receive workers' compensation benefits); or
- retire from the Company and are rehired after you have begun to receive a pension benefit.

If You Transfer

If you transfer from a location or Subsidiary that does not participate in the rule, your service with the location or Subsidiary will count toward Vesting Service under this plan; however, it may not be counted for Pension Service. Likewise, if you transfer to a location or Subsidiary that does not participate in the rule, your service with the location or Subsidiary will be counted for Vesting Service, but not for Pension Service, under this rule.

If You Are Receiving Workers' Compensation

If you are receiving workers' compensation benefits for a disability, your Vesting Service and Pension Service continue until you:

- receive a final settlement, unless you return to work within 30 days; or
- retire.

Prior Service as a Leased Employee

If you work as a Leased Employee and subsequently are hired by the Company, your service as a Leased Employee will count as Vesting Service, but not as Pension Service.

If You Are Rehired After You Retire

If you retired and then were rehired by the Company on or after January 1, 2000 but before March 1, 2006, you may participate in the Alcoa Retirement Plan I, Rule IM. In that case, the provisions described under "If You Are Rehired by the Company" (on page 4) also apply if you are rehired after you retire. In addition, if you are rehired three or more years after a Severance Date, special rules may affect the calculation of your pension benefit at the time of your next Severance Date.

If any one of the circumstances described in "Special Service Rules" applies to you, call 1-888-ALCOA123 (1-888-252-6212).

Types of Retirement

There are five retirement types under the plan:

- Normal
- 30 Year
- Disability
- Age 62
- 55/10

Two additional retirement types—70/80 and rule of 65 retirement—are restricted to certain plan participants who met special eligibility requirements as of December 31, 1999 (see pages 9-10). If you are not eligible to retire, you may be eligible to receive a deferred vested pension (see page 8).

Whether you are eligible to retire or to receive a deferred vested pension, your Regular Monthly Pension will be reduced automatically for surviving spouse coverage if you are married, unless you and your spouse elect otherwise (see page 16). It also may be reduced for early payment, pension benefits available to you from other Company-sponsored plans, and for limitations such as the Internal Revenue Code maximum (see "Limits on Pension Payments" on page 15).

Normal Retirement

You can elect normal retirement once you reach age 65 or older while accruing Vesting Service and have at least five years of Vesting Service (see page 3).

Retirement Date

Your retirement date is the later of the first of the month:

- specified in your application; or
- after the plan administrator receives your application.

Benefit Payment

Your Regular Monthly Pension is determined using plan formula II (see "How Benefits Are Calculated" on page 11) and is payable at the end of your fourth month of retirement. You also are eligible for a Special Retirement Pension (see page 13), which is paid *in lieu* of the first three months of your Regular Monthly Pension.

Age 62 Retirement

You can elect age 62 retirement while accruing Vesting Service if you are between ages 62 and 65 and have at least five years of Vesting Service (see page 3).

Retirement Date

Your retirement date is the later of the first of the month:

- specified in your application; or
- after the plan administrator receives your application.

Benefit Payment

Your Regular Monthly Pension is determined using plan formula II (see "How Benefits Are Calculated" on page 11) and is payable at the end of your fourth month of retirement. You also are eligible for a Special Retirement Pension (see page 13), which is paid *in lieu* of the first three months of your Regular Monthly Pension.

30 Year Retirement

You can elect 30 year retirement while accruing Vesting Service if you are under age 62 and have at least 30 years of Vesting Service.

Retirement Date

Your retirement date is the later of the first of the month:

- specified in your application; or
- after the plan administrator receives your application.

Benefit Payment

Your Regular Monthly Pension is determined using plan formulas I and II (see "How Benefits Are Calculated" on page 11) and is payable at the end of your fourth month of retirement. You also are eligible for a Special Retirement Pension (see page 13), which is paid *in lieu* of the first three months of your Regular Monthly Pension.

55/10 Retirement

You can elect 55/10 retirement while accruing Vesting Service, if you:

- are between ages 55 and 62; and
- have at least 10 years but less than 30 years of Vesting Service.

Retirement Date

Your retirement date is the later of the first of the month:

- specified in your application; or
- after the plan administrator receives your application.

Benefit Payment (deferred or immediate)

Your Regular Monthly Pension is determined using plan formula II (see “How Benefits Are Calculated” on page 11). You also are eligible for a Special Retirement Pension (see page 13), which is paid *in lieu* of the first three months of your Regular Monthly Pension.

With a 55/10 retirement, you can choose to defer payment of your pension benefits until age 62, or you can receive payments immediately, as described below.

- *If you defer pension payments until you reach age 62*, your Special Retirement Pension is paid at the end of the month following the month you reach age 62 and is paid *in lieu* of the first three months of your Regular Monthly Pension; your full Regular Monthly Pension starts at the end of the fourth month following your 62nd birthday.
- *If you choose immediate payment*, your Special Retirement Pension is paid at the end of the first month of your retirement and is paid *in lieu* of the first three months of your Regular Monthly Pension. Your reduced Regular Monthly Pension begins at the end of your fourth month of retirement. Your benefit is reduced actuarially to account for payments beginning at a younger age. The early payment factors are shown in Table A on page 26.
- You also can choose to defer payment of your pension benefits until the first day of any month between your retirement date and age 62. Your benefit is reduced actuarially to account for payments beginning at a younger age. The early payment factors are shown in Table A on page 26.

Disability Retirement

If you become permanently incapacitated while accruing Pension Service, you may be eligible for a disability retirement. To qualify for this benefit, all of the following must apply:

- you are under age 62; and
- you have at least 10 years of Vesting Service; and
- all sickness and accident and salary continuation payments have stopped.

You are considered to be permanently incapacitated if:

- you are totally disabled due to bodily injury or disease, so that you cannot be employed by the Company in a position suitable to your training or experience;
- you are not otherwise employed by the Company or a Subsidiary; and
- in the opinion of a physician appointed by the plan administrator, your disability will be permanent and continuous for the rest of your life.

The plan administrator may require you to have an annual medical examination to verify your continued eligibility for disability retirement. If you refuse to submit to the examination, your pension will be discontinued until you comply with this requirement.

If your refusal continues beyond one year, you will be entitled to a pension based on your retirement eligibility when you stopped accruing Pension Service. Your Regular Monthly Pension and any Supplemental Pension will be discontinued if it is determined that you no longer are permanently incapacitated. Whether you are permanently incapacitated under the plan is independent from, and involves different factors than, disability determinations made by other entities (such as the Social Security Administration), and you may not be permanently incapacitated under the plan even if you receive disability benefits from other sources.

In any event, you are not eligible for disability retirement if you are:

- disabled as the result of participating in a criminal act or due to a self-inflicted injury; or
- receiving a governmental pension for a disability incurred while you were on military leave, and you did not return to work for the Company or a Subsidiary after incurring the disability.

Retirement Date

Your retirement date is the first of the month after the plan administrator receives your application along with proof of your permanent incapacity.

Benefit Payment

Your Regular Monthly Pension is determined using plan formulas I and II with no early-payment reduction (see "How Benefits are Calculated" on page 11). Your Regular Monthly Pension will not be less than $250, subject to reduction for other pensions (see "Reductions for Other Pension" on page 15). You are not eligible for a Special Retirement Pension.

In addition to your disability pension, you will receive a Supplemental Pension of $400 per month if you are denied unreduced Social Security disability benefits or unreduced Railroad Retirement benefits (see "Supplemental Pension" on page 14).

Deferred Vested Pension Benefit

If you leave the Company after you are vested but before you are eligible for any type of retirement, you have 100% ownership rights to your accrued plan benefit. This is called a deferred vested pension benefit because payment of your benefit is deferred (or delayed) until a time in the future.

Benefit Commencement Date

Your benefit commencement date is the first day of the month in which your deferred vested pension benefit begins. It is the later of the first of the month:

- specified in your application (but not before age 55); or
- after the plan administrator receives your application.

Benefit Payment

Your deferred vested pension benefit is determined using plan formula II, your Pension Service, your Average Final Compensation, and the plan provisions in effect on the date your Pension Service ends (see "How Benefits Are Calculated" on page 11). You are not eligible for a Special Retirement Pension.

With a deferred vested pension, you can choose to defer payment of your pension benefits until age 62, or you can receive payments as early as age 55, as described below.

- *If you defer pension payments until you reach age 62,* your full Regular Monthly Pension starts at the end of the month following your 62nd birthday.

  If you apply for this payment after turning age 62, you may elect an increased monthly benefit that is actuarially equivalent to your age 62 benefit payable at the end of your first month of commencement, or you may elect to receive retroactive payments with Interest, back to age 62. Your spouse must consent to an election of retroactive payments.

- *If you choose to receive payment between ages 55 and 62,* your reduced Regular Monthly Pension begins at the end of your first month of commencement. Your benefit is reduced actuarially to account for payments beginning at a younger age. The early payment factors are shown in Table A on page 26. Monthly pension payments are not payable before age 55.

This benefit is called a deferred vested pension benefit because payment of your benefit is deferred (or delayed) until a time in the future.

Restricted Retirement Types

Two additional retirement types – 70/80 and rule of 65 – are available to certain eligible employees because of business restructuring, the elimination of jobs, or in some cases, because of sickness or accident.

To be eligible for these retirement types, you must have been within five years of meeting certain age and pension service requirements for 70/80 or rule of 65 retirement as of December 31, 1999.

Determining Eligibility for 70/80 or Rule of 65 Retirement

You may use the following worksheet to determine if you meet the age and pension service requirements for 70/80 or rule of 65 retirement.

Eligibility Worksheet for 70/80 and Rule of 65 Retirement
Step 1: Enter your years of Pension Service with the Company as of December 31, 1999, and add 5 years.
_____years _____months
+ 5 years 0 months =_____years _____months
Step 2: Enter your age as of December 31, 1999, and add five years.
_____years _____months
+ 5 years 0 months =_____years _____months
Step 3: Add the totals from Steps 1 and 2 above.
Step 1 + Step 2 =_____years _____months
You are eligible for 70/80 or rule of 65 retirement if you meet one or more of the following: • you have 20 or more years in Step 1 and 65 or more years in Step 3. • your age in Step 2 is 55 or more years and you have 70 or more years in Step 3. • your age in Step 2 is less than 55 years and you have 80 or more years in Step 3.

If you do not meet the eligibility requirements, you still may be eligible for a frozen benefit accrued as of December 31, 1999, provided you meet the eligibility provisions under these restricted retirement types when you retire.

If you met the eligibility requirements and were in a salaried job grade of 19 or above as of October 1, 2011, you will only be eligible to receive your frozen benefit accrued through December 31, 2011 from this plan provided you qualified for these restricted retirement types when you retire. Benefits accruing after December 31, 2011 as well as any Supplemental Pension will be payable from the Company's nonqualified plan.

70/80 Retirement

You may qualify for 70/80 retirement if you:

- met the special eligibility requirements as of December 31, 1999, as described previously;
- are under age 62;
- are accruing Pension Service; and
- are either:
  - — age 55 or older and your age plus Pension Service equals 70 or more, or
  - — under age 55 and your age plus Pension Service equals 80 or more.

You also must:

- be absent for one year due to layoff;
- be absent from work for less than one year due to a permanent layoff, or permanent shutdown of all or part of a department or plant and have not received an offer of suitable employment (as determined by the Company) from the Company, a Subsidiary, or a successor employer;
- be absent for two years due to non-occupational disability; or
- be in a state of physical or mental health that prevents you from performing your job satisfactorily, and a physician appointed by the Benefits Management Committee certifies that you are not permanently incapacitated but should no longer be burdened by your job.

Retirement Date

If you meet the eligibility requirements, your retirement date is the first of the month after the plan administrator receives your application.

Benefit Payment

Your Regular Monthly Pension is determined using plan formulas I and II (see “How Benefits Are Calculated” on page 11) and is payable at the end of your fourth month of retirement. You also are eligible for a Special Retirement Pension (see page 13), which is paid *in lieu* of the first three months of your Regular Monthly Pension and, if you qualify, for a Supplemental Pension (see page 14).

Rule of 65 Retirement

You may qualify for rule of 65 retirement if you:

- met the special eligibility requirements as of December 31, 1999, as described previously;
- are under age 62;
- are accruing Pension Service;
- have at least 20 years of Pension Service on the date you last work; and
- have combined age and Pension Service that equals 65 or more.

You also must:

- be absent for one year due to layoff;
- be absent for two years due to non-occupational disability; or
- have been placed on permanent layoff and have not received an offer of suitable employment (as determined by the Company) from the Company, a Subsidiary, or a successor employer.

Retirement Date

If you meet the eligibility requirements, your retirement date is the first of the month after the plan administrator receives your application.

Benefit Payment

Your Regular Monthly Pension is determined using plan formulas I and II (see “How Benefits Are Calculated” on page 11) and is payable at the end of your fourth month of retirement. You also are eligible for a Special Retirement Pension (see page 13), which is paid *in lieu* of the first 3 months of your Regular Monthly Pension and, if you qualify, for a Supplemental Pension (see page 14).

If you have questions about your eligibility or want more information about 70/80 or rule of 65 retirement, go to the *Your Benefits Resources*™ website or call 1-888-ALCOA123 (1-888-252-6212); see page ii for details.

How Benefits Are Calculated

Formulas based on your Pension Service and your Average Final Compensation are used to calculate your Regular Monthly Pension.

Depending on your type of retirement, you also may receive a Special Retirement Pension (see page 13) and/or a Supplemental Pension (see page 14).

Regular Monthly Pension

Your Regular Monthly Pension is the amount payable to you for any type of retirement or for a deferred vested pension. It is calculated under plan formula I and/or plan formula II depending on your age and retirement type as follows:

- Formula I is used for calculating payments before and during the month you reach age 62 for a 30 year, disability, 70/80, or rule of 65 retirement.
- Formula II is used for calculating payments after age 62 or for a 55/10 retirement or a deferred vested pension.

Both formulas use Average Final Compensation up to a government-imposed compensation limit to compute the Regular Monthly Pension. They are subject to minimum monthly payment provisions (shown below), maximum benefits, and reductions for other benefits (see “Limits on Pension Payments” on page 15). If you are married, your Regular Monthly Pension will be reduced automatically for surviving spouse coverage unless you and your spouse elect otherwise (see page 16).

If you receive your pension before age 62 under a 55/10 retirement or a deferred vested pension, your Regular Monthly Pension will be reduced actuarially to account for payments beginning at a younger age. The early payment factors are shown in Table A on page 26. Your Regular Monthly Pension also may be reduced for pension benefits payable to you from other Company-sponsored plans.

Your Regular Monthly Pension is based on your Pension Service and your Average Final Compensation.

Minimum Monthly Payment

The minimum monthly payment is $100, after reductions for any other pension. The minimum monthly payment does not apply to a deferred vested pension, a deferred vested surviving spouse pension, or a surviving Domestic Partner beneficiary annuity. The minimum monthly payment for a disability pension is $250, after reductions for any other pension.

Formula I
Monthly Pension before and during the Month You Reach Age 62

Plan formula used to calculate a Regular Monthly Pension before and during the month you reach age 62 for a 30 year, disability, 70/80, or rule of 65 retirement.

- Average Final Compensation up to $100,000 **times .015**

  plus

  Average Final Compensation over $100,000 up to compensation limit* **times .01**
- **times** Pension Service
- **divided by 12**

Formula II
Monthly Pension after the Month You Reach Age 62

Plan formula used to calculate a Regular Monthly Pension after you reach age 62 or for a 55/10 retirement or a deferred vested pension.

- Average Final Compensation up to Social Security Covered Compensation * **times .011**

  plus
- Average Final Compensation above Social Security Covered Compensation* up to compensation limit** **times .01475**
- **times** Pension Service
- **divided by 12**

* *Each year the government sets a limit on the amount of annual compensation that can be used to determine retirement benefits. The compensation limit is $255,000 for 2013.*

** *Social Security Covered Compensation is the average of the Social Security wage base (the amount of earnings subject to Social Security, or FICA, tax) over the 35 years prior to your retirement. This number is redetermined annually and is $67,308 for 2013.*

30 Year Retirement Example

Joe is single, age 60 with 32 years of Pension Service, and elects a 30 year retirement. His Average Final Compensation is $77,000 and regular monthly salary for his last month of work is $6,500. Through the end of 2013, Covered Compensation is $67,308. This means Joe's Average Final Compensation up to Covered Compensation is $67,308, and the portion above Covered Compensation is $9,692. Joe's Regular Monthly Pension before and after age 62 is calculated as shown below.

At the end of his first month of retirement, Joe will receive a Special Retirement Pension (2½ times his monthly salary) in a lump sum, which is paid *in lieu* of three months of his Regular Monthly Pension:
$6,500 x 2.5 = $16,250.

At the end of his fourth month of retirement, he will receive a Regular Monthly Pension of $3,080. After he reaches age 62, his monthly pension for life will be $2,355.60.

Example: 30 Year Retirement		
Step 1: Use formula I to calculate monthly pension before and during the month you reach age 62.		
Average final compensation up to $100,000	$	77,000.00
times .015	x	.015
	$	1,155.00
times pension service	x	32
Annual benefit	$	36,960.00
divided by 12	÷	12
Regular Monthly Pension before age 62	**$**	**3,080.00**
Step 2: Use formula II to calculate monthly pension after the month you reach age 62.		
Average Final Compensation up to Covered Compensation	$	67,308.00
times .011	x	.011
Subtotal A	$	740.39
Average Final Compensation above Covered Compensation	$	9,692.00
times .01475	x	.01475
Subtotal B	$	142.96
Subtotal A + Subtotal B ($740.39 + $142.96)	$	883.35
times Pension Service	x	32
Annual benefit	$	28,267.20
divided by 12	÷	12
Regular Monthly Pension after age 62	**$**	**2,355.60**

Reduction for Surviving Spouse Coverage

If Joe was married, his Regular Monthly Pension, before and after age 62, would be reduced by 5% to cover the cost of surviving spouse coverage under the 50% Payment Option, as shown below.

Under the 75% Payment Option, the amount of the reduction depends on the relative ages of you and your spouse or Domestic Partner. For example, if Joe's spouse were three years older than he, his monthly benefit would be reduced as shown on this page.

Surviving spouse pension coverage is automatic under the plan, unless you and your spouse elect otherwise (see "Surviving Spouse and Domestic Partner Benefits" on page 16).

The same reduction factors applicable to spousal beneficiaries under the plan will apply to Domestic Partner beneficiaries.

Example: Reduction for Surviving Spouse or Domestic Partner Coverage Under 50% Payment Option Under Formula I		
Regular Monthly Pension before age 62	$	3,080.00
times .95 (reduced .05 for surviving spouse coverage)	x	.95
Reduced monthly pension	**$**	**2,926.00**

Example: Reduction for Surviving Spouse or Domestic Partner Coverage Under 50% Payment Option Under Formula II		
Regular Monthly Pension after age 62	$	2,355.60
times 95 (reduced .05 for surviving spouse coverage)	x	.95
Reduced monthly pension	**$**	**2,237.82**

Example: Reduction for Surviving Spouse or Domestic Partner Coverage Under 75% Payment Option Under Formula I		
Regular Monthly Pension before age 62	$	3,080.00
times .9045 (reduced .0955 for surviving spouse coverage)	x	.9045
Reduced monthly pension	**$**	**2,785.86**

Example: Reduction for Surviving Spouse or Domestic Partner Coverage Under 75% Payment Option Under Formula II		
Regular Monthly Pension after age 62	$	2,355.60
times .9045 (reduced .0955 for surviving spouse coverage)	x	.9045
Reduced monthly pension	**$**	**2,130.64**

Special Retirement Pension

The Special Retirement Pension is a one-time payment made in place of the first three months of your Regular Monthly Pension for all retirement types (except disability pensions), for an age 70½ required distribution, and in place of any Supplemental Pension. If you are eligible for a deferred vested pension or receive a disability pension, you are not eligible for a Special Retirement Pension.

The Special Retirement Pension equals 2½ times your last month's regular monthly salary and, for most retirement types, will be paid as a one-time payment at the end of your first month of retirement. For 55/10 retirement with deferred payment, it is paid at the end of the month your payments begin, but not later than the end of the first month after your 62nd birthday. For an age 70½ required distribution, it is paid at the end of March of the year after the year in which you reach age 70½.

You may receive a Special Retirement Pension only once from this plan or any other retirement plan of the Company or a Subsidiary.

Direct Rollover of Special Retirement Pension

You may arrange a direct rollover or transfer of your Special Retirement Pension payment to another employer's qualified plan or to an Individual Retirement Account (IRA).

Supplemental Pension

The Supplemental Pension is a monthly payment of $400, which may be made in addition to the Regular Monthly Pension for a disability, 70/80, or rule of 65 retirement. For 70/80 and Rule of 65, you must have been within five years of meeting certain age and pension service requirements for 70/80 or rule of 65 retirement as of December 31, 1999 in order to be eligible to receive this Supplemental Pension. The following chart contains information on when payments begin for each retirement type and conditions or requirements that apply.

For	Supplemental Pension	Conditions/ Requirements
Disability retirement	starts at the end of your first month of retirement	To be eligible for Supplemental Pension, you must have been denied unreduced Social Security disability benefits or unreduced Railroad Retirement benefits. If you are receiving a Supplemental Pension and you begin to receive unreduced Social Security disability benefits or unreduced Railroad Retirement benefits, call 1-888-ALCOA123 (1-888-252-6212) immediately. If your disability pension ends, the Supplemental Pension also ends.
70/80 retirement	starts at the end of your fourth month of retirement	None
Rule of 65 retirement	starts at the end of your fourth month of retirement	You must submit copies of your W-2 and/or 1099 Misc. forms as required by Alcoa (see "How Earned Income Affects Supplemental Pension for Rule of 65 Retirement").
For these retirement types, Supplemental Pension is paid through the month in which you reach age 62, the month you first become entitled to unreduced Social Security disability benefits or unreduced Railroad Retirement benefits, or the month in which you die, whichever is earliest.		

How Earned Income Affects Supplemental Pension for Rule of 65 Retirement

For the rule of 65 retirement, if your earned income exceeds $10,000 in any calendar year, any Supplemental Pension payment is reduced by $1 for each $2 of earned income you receive in excess of $10,000 in that year. You will receive the Supplemental Pension in the year you retire, reach age 62 or die, even if you earned more than $10,000 in that year. Earned income includes wages, salary, tips, bonuses, commissions, and self-employment income.

Until you reach age 62, you are required to submit to the plan administrator each year a copy of your W-2 and/or 1099-MISC forms and a form stating your earned income for the prior calendar year.

You will lose your entitlement to the Supplemental Pension for the previous year if you do not meet both of these requirements. Entitlement is reinstated if you provide the proper information at a later date.

If you received Supplemental Pension to which you were not entitled in the previous calendar year, the payments for the current year will be suspended. These payments will not resume until the month after you notify the plan administrator in writing that your earned income for the current calendar year will not exceed $10,000, and you repay all overpayments.

Any overpayment may be deducted from your pension payments and any related surviving spouse pension or Domestic Partner beneficiary annuity, unless you make other arrangements to repay the overpayment (see page 24). If you are rehired, any overpayments will be deducted from your earnings. Any underpayments will be paid to you promptly.

Overpayments or underpayments will be adjusted with applicable interest, as defined in the plan.

If you want to temporarily suspend your Supplemental Pension payments, you must submit your written request to the plan administrator, specifying the number of months the suspension should apply. For more information, call 1-888-ALCOA123 (1-888-252-6212); see page ii for details.

Limits on Pension Payments

Your pension payments may be subject to the following reductions or limitations.

Your Regular Monthly Pension will be reduced, if applicable, for surviving spouse/Domestic Partner coverage, early payment of pension benefits, pension benefits from certain other plans, and the Internal Revenue Code maximum.

Reductions for Other Pension

Your Regular Monthly Pension may be reduced by the amount of any of the following benefit payments for which you are eligible:

- benefits payable under any law, except for workers' compensation, veterans' pensions, payments under Title II (Old-Age and Disability benefits) or Title XVI (Supplemental Security Income) of the Social Security Act, and Tier I Old-Age and Disability Railroad Retirement benefits; and
- retirement benefits that are paid through contributions from the Company or a Subsidiary (including non-matching employer contributions).

Internal Revenue Code Maximum

The Internal Revenue Code places a separate limitation on the amount of your benefits. Generally, your benefits for any calendar year from all defined benefit retirement plans of the Company and its Subsidiaries cannot exceed the lesser of:

- the amount provided by federal tax regulations or rulings, adjusted annually ($205,000 for retirement at age 65 in 2013); or
- 100% of your average annual compensation during your highest-paid consecutive calendar years (not more than three) while you were participating in a Company plan.

Funding-Based Limitations

The Internal Revenue Code requires that if the funding of the plan falls below certain levels, certain benefits may not be paid from the plan. The plan administrator is required to notify you if the plan's funding falls below one of these levels. For more information, please contact 1-888-ALCOA123 (1-888-252-6212).

Surviving Spouse and Domestic Partner Benefits

The plan provides for surviving spouse coverage under any type of retirement and for a deferred vested pension benefit. If you are married, this coverage is automatic unless you reject it with your spouse's written and notarized consent.

For purposes of this plan, the term spouse includes an individual married to the person of the same sex, if the individuals are lawfully married under the law of any domestic or foreign jurisdiction that recognizes such marriage.

Your Domestic Partner may also be eligible for a survivor benefit if you die. Your Domestic Partner must have met applicable Domestic Partner certification requirements and be designated on the appropriate *beneficiary form*. You may revoke your designation of a person as your Domestic Partner in writing at any time before your benefits commence without the consent of your Domestic Partner. If you have questions about Domestic Partner requirements, call 1-888-ALCOA123 (1-888-252-6212).

The surviving spouse pension and Domestic Partner beneficiary annuity provide reduced payments for your spouse's or Domestic Partner's lifetime if you die first. Your regular pension payments are reduced to provide for these continued payments to your spouse or Domestic Partner. A surviving spouse pension or Domestic Partner beneficiary annuity may be payable under the plan if:

- you die while still actively employed and after you are vested in the plan;
- you die after you retire or start pension payments; or
- you die after becoming eligible for a deferred vested pension benefit.

The amount of a surviving spouse pension/Domestic Partner beneficiary annuity will be calculated according to the plan formulas (see "How Benefits Are Calculated" on page 11), using your age, Pension Service and Average Final Compensation at the time of retirement, termination, or death, and then reducing that amount as appropriate (using tables beginning on page 26).

In the event of your death, your spouse/Domestic Partner must submit a written application for surviving spouse benefits or a surviving Domestic Partner beneficiary annuity.

If, with your spouse's written and notarized consent, you waive the surviving spouse pension, no pension benefits will be paid after the month of your death. You must provide the plan administrator with your notarized waiver form from the plan in writing before your retirement date (or benefit commencement date). If you are actively employed, surviving spouse coverage under the plan is automatic. Domestic Partner coverage is not automatic.

Active Participants

If you die while earning Pension Service, a lifetime surviving spouse pension may be paid to your spouse or a Domestic Partner beneficiary annuity may be paid to your Domestic Partner if:

- you are vested in the plan at the date of your death; and
- you were married to your spouse during the one-year period before the date of your death, or you have a domestic partner who meets the plan's definition of Domestic Partner and a *beneficiary form* on file with the plan as of the date of your death.

The surviving spouse pension equals 50% of the full Regular Monthly Pension you would have received if you had retired on the date of your death, using your Pension Service, Average Final Compensation, and the plan in effect on that date. There are no reductions for surviving spouse coverage or early payment if you die while earning Pension Service. The surviving spouse pension is payable the month after your death.

If your death occurs before or during the month you reach age 62, the surviving spouse pension is calculated using formula I (see page 11) and does not change on the date you would have reached age 62. If your death occurs after the month you reach age 62, the surviving spouse pension is calculated using formula II (see page 11).

Example: Active Participant Dies at Age 60

Assume that Joe, an active plan participant who is vested with an eligible spouse, dies at age 60 with a Regulary Monthly Pension of $1,700 based on formula I. Here is how the surviving spouse pension coverage is calculated. Benefits are payable the month after Joe's death.

Regular Monthly Pension	$	1,700.00
<u>times</u> 50%	x	.50
Monthly surviving spouse pension	**$**	**850.00**

Retired Participants

If you die after you retire, a lifetime surviving spouse pension will be paid to your spouse, unless you had waived that coverage at retirement. A surviving spouse pension/Domestic Partner beneficiary annuity is payable only if:

- you were married to your spouse during the entire year before your retirement date; or
- you were married to your spouse within one year before your retirement date and died after one year of marriage; or.
- you have a domestic partner who meets the plan's definition of a Domestic Partner and a *beneficiary form* on file with the plan as of the date of your death.

The surviving spouse pension/Domestic Partner beneficiary annuity equals 50% of your Regular Monthly Pension at the date of your death, after a 5% reduction for surviving spouse coverage and any other applicable reductions. This annuity is never less than the equivalent actuarial value of the single life annuity you would receive if you were not married.

Example: Retired Participant on Normal Retirement Dies Under 50% Payment Option

Assume that Joe retires at age 65, his spouse is the same age as he, and he dies after he retires. Here is how the surviving spouse pension is calculated. Payments begin at the end of the month after Joe's death.

Regular Monthly Pension at age 65	$	1,600.00
<u>times</u> .95 (reduced .05 for surviving spouse coverage)	x	.95
Reduced monthly pension	$	1,520.00
<u>times</u> 50%	x	.50
Monthly surviving spouse pension	**$**	**760.00**

As an alternative to the 50% option, if you are married or have a certified Domestic Partner beneficiary, you may elect a 75% Joint and Survivor Annuity that provides a surviving spouse pension/Domestic Partner beneficiary annuity that equals 75% of your regularly monthly pension at the date of your death, after a reduction for surviving spouse coverage in accordance with Table D on page 28 and any other applicable reductions. Once your payments start, you cannot change your surviving spouse/Domestic Partner beneficiary election.

Example: Retired Participant on Normal Retirement Dies Under 75% Payment Option

Assume that Joe dies after he retires. Joe is 65 when he retires and his spouse is 62. Here is how the surviving spouse pension is calculated under the 75% payment option. Payments begin at the end of the month after Joe's death.

Regular Monthly Pension at age 65	$	1,600.00
<u>times</u> .8393 (reduced .1607 for surviving spouse coverage)	x	.8393
Reduced monthly pension	$	1,342.88
<u>times</u> 75%	x	.75
Monthly surviving spouse pension	**$**	**1,007.16**

If you die after retiring with a deferred 55/10 retirement but before age 62, the surviving spouse pension/Domestic Partner beneficiary annuity equals 50% of the monthly pension you would have received (after reductions for early payment and surviving spouse coverage, and any other applicable reductions) if pension payments had started on the date of your death. If you have a 75% Joint and Survivor Annuity election on file (within 90 days of your retirement date or pension start date) and you die before your pension payments have started, your 75% Joint and Survivor Annuity election will be honored.

If you die before your spouse/Domestic Partner, the surviving spouse pension is payable the month following your death. However, it is not paid for any month in which a Special Retirement Pension is payable. If your spouse/Domestic Partner dies before you, the 5% reduction (but not the 75% option reduction*) will be restored effective the month after you provide the appropriate documentation to the plan administrator. In this case, no surviving spouse/Domestic Partner payments will be made after your death.

In case of divorce, unless a Qualified Domestic Relations Order (QDRO) states otherwise, a divorced spouse will remain eligible to receive the surviving spouse pension as long as the other conditions of eligibility are satisfied. If the QDRO nullifies the divorced spouse's entitlement, the 5% reduction (but not the 75% option reduction) will be restored after you provide the appropriate documentation to the plan administrator.

** If you retired between January 2008 and May of 2008 and your spouse or Domestic Partner dies before you, the reduction for the 75% option will be restored effective the month after you provide appropriate documentation to the plan administrator.*

Deferred Vested Surviving Spouse Pension

If you die after becoming eligible for a deferred vested pension benefit (as described on page 8), a surviving spouse pension or Domestic Partner beneficiary annuity may be paid as described in the following sections.

If you are married when you elect to start receiving your deferred vested pension, the automatic payment of a spouse pension benefit is 50% of your Regular Monthly Pension at the date of your death, after a reduction in accordance with Table C on page 27 for surviving spouse coverage and any other applicable reductions. However, when you retire, you may elect the 75% Joint and Survivor Annuity option instead. See page 17 for more information about the 75% Joint and Survivor Annuity option. The applicable reduction for the 75% option will be in accordance with Table D on page 28.

If You Die Before Payments Have Begun

If you die before your pension begins and you have not waived surviving spouse coverage,

- a lifetime surviving spouse pension will be paid to your spouse if you were married to him or her during the entire year before the date of your death, or
- a Domestic Partner beneficiary annuity may be paid if you have a domestic partner who meets the plan's definition of a Domestic Partner and a *beneficiary form* on file with the plan as of the date of your death.

Your Regular Monthly Pension will be reduced actuarially to cover the cost of this coverage (see Tables B and C on page 27). There also may be a reduction for early payment if you die before age 62 (see Table A on page 26).

- If you die at age 55 or older, the surviving spouse/Domestic Partner pension equals 50% of the reduced monthly pension you would have received had your pension started on the date of your death with surviving spouse/Domestic Partner coverage. The surviving spouse/Domestic Partner pension is payable the month after your death.
- If you die before age 55, the surviving spouse/Domestic Partner pension equals 50% of the reduced monthly pension you would have received had your pension started at age 55 with surviving spouse/Domestic Partner coverage. This pension is payable the month after you would have reached age 55.

If you have a 75% Joint and Survivor Annuity election on file (within 90 days of your retirement date or pension start date) and you die before your pension payments have started, your 75% Joint and Survivor Annuity election will be honored.

If You Die After Payments Have Begun

If you die after your deferred vested pension benefit has begun, a lifetime survivor pension will be paid to your spouse or Domestic Partner, unless you had waived that coverage at commencement.

A survivor pension is payable only if:

- you were married to your spouse during the entire year before your benefit commencement date; or
- you were married to your spouse within one year before your benefit commencement date and died after one year of marriage; or
- a Domestic Partner beneficiary annuity may be paid if you have a domestic partner who meets the plan's definition of a Domestic Partner and a *beneficiary form* on file with the plan as of the date of your death.

The survivor pension equals 50% of your Regular Monthly Pension at the date of your death, after any applicable reductions. Or, when you begin your deferred vested pension benefit, you may elect the 75% Joint and Survivor Annuity option described on page 17.

If you die before your spouse/Domestic Partner, the survivor pension is payable the month following your death.

If your spouse/Domestic Partner dies before you, the 50% and 75% survivor annuity reductions will not be restored, and no payments will be made after your death.

For information on early payment and survivor reduction and payment factors, see Tables A, B, C, and D starting on page 26.

If you have any questions about your pension benefits, go to the *Your Benefits Resources™* website or call 1-888-ALCOA123 (1-888-252-6212); see page ii for details.

Deferred Vested Surviving Spouse Pension Examples

The following examples illustrate the benefit paid to a surviving spouse if you die after becoming eligible for a deferred vested pension benefit, but before payments have begun.

Example: Deferred Vested Participant Dies at Age 60

Assume that John terminated service at age 45 years, 3 months, with an accrued monthly pension of $500 payable at age 62, and dies at age 60 with an eligible spouse who is age 59. Here is how the monthly surviving spouse pension is calculated. Payments begin the month after John's death.

Step 1: Calculate reduced monthly pension.

Monthly pension payable at age 62			$	500.00
Early payment factor (from Table A)			x	.8293
Reduced monthly pension at age 60			$	414.65

Step 2: Calculate reduction for pre-retirement surviving spouse pension coverage from termination date to date of death.

Years prior to age 50				
(50 years minus 45 years, 3 months)		4.750		
Table B reduction factor	x	.003		
Subtotal		.0143		
Years prior to age 50 but less than age 55				
(55 years minus 50 years)		5.000		
Table B reduction factor	x	.005		
Subtotal		.0250		
Years prior to age 55 but less than age 60				
(60 years minus 55 years)		5.000		
Table B reduction factor	x	.008		
Subtotal		.0400		
Age 60 reduced pension (from Step 1)	$	414.65		
Total reduction factor				
(.0143 + .0250 + .0400)	x	.0793		
Reduction for coverage	$	32.88		

Step 3: Calculate monthly surviving spouse pension.

Age 60 reduced pension (from Step 1)			$	414.65
Reduction for pre-retirement surviving spouse pension coverage (from Step 2)			–	32.88
Monthly pension after reduction for pre-retirement surviving spouse pension coverage			$	381.77
Table C post-retirement reduction factor*			x	.9369
Reduced monthly pension payable to participant			$	357.68
50% of reduced monthly pension			x	.50
Monthly surviving spouse pension			**$**	**178.84**

** For an employee age 55 and a spouse age 55, the Equivalent Actuarial Value factor is used because it produces a greater benefit than the factor from Table C on page 27.*

Example: Deferred Vested Participant Dies Before Age 55				
Assume the same facts as in the previous example, except that John was age 50 years, 7 months, and his spouse was age 50 at the date of his death. The monthly surviving spouse pension is calculated in a similar manner, as shown below. However, payments do not begin until the month after John would have been age 55 (the earliest age at which payments may begin).				
Step 1: Calculate reduced monthly pension.				
Monthly pension payable at age 62			$	500.00
Early payment factor (from Table A)			x	.5392
Reduced monthly pension at age 55			$	269.60
Step 2: Calculate reduction for pre-retirement surviving spouse pension coverage from termination date to date of death.				
Years prior to age 50 (50 years minus 45 years, 3 months)		4.750		
Table B reduction factor	x	.003		
Subtotal		.0143		
Years age 50 to age 50 years, 7 months (50 years, 7 months minus 50 years)		.5833		
Table B reduction factor	x	.005		
Subtotal		.0029		
Age 55 reduced pension (from Step 1)	$	269.60		
Total reduction factor (.0143 + .0029)	x	.0172		
Reduction for coverage	$	4.64		
Step 3: Calculate monthly surviving spouse pension.				
Age 55 reduced pension (from Step 1)			$	269.60
Reduction for pre-retirement surviving spouse pension coverage (from Step 2)			–	4.64
Monthly pension after reduction for pre-retirement surviving spouse pension coverage			$	264.96
Table C post-retirement reduction factor			x	.87
Reduced monthly pension payable to participant			$	230.52
50% of reduced monthly pension			x	.50
Monthly surviving spouse pension			**$**	**115.26**

Payment of Benefits

Applying for Benefits

You must file an application form with the plan administrator before the date you plan to retire. To obtain an application form, go to the *Your Benefits Resources*™ website or call 1-888-ALCOA123 (1-888-252-6212); see page ii for details.

You may file your application form within 90 days before your retirement date or within 90 days before the day you want to begin your deferred vested pension payments.

After you contact the plan to start the retirement process, you will receive a written explanation of the forms of payment available to you no less than 30 days, and no more than 90 days, before your benefits are payable. The explanation will include all information required by regulations issued by the Secretary of the Treasury, including the forms of payment available to you and the conditions of each form, the financial effect of each optional form of payment, and your right to elect a benefit within 30 days after you receive the written explanation.

If your spouse is eligible for a surviving spouse pension or your Domestic Partner is eligible for beneficiary annuity coverage, your spouse or Domestic Partner may apply any time after your death.

The plan administrator may require you, your surviving spouse or Domestic Partner to supply certain additional documentation to support your application for benefits.

When Benefits Are Paid

Generally, if you are eligible for a Special Retirement Pension, you will receive it at the end of your first month of retirement *in lieu* of your first three months of Regular Monthly Pension. Your Regular Monthly Pension and any applicable Supplemental Pension will start at the end of your fourth month of retirement.

If you are not eligible for a Special Retirement Pension (such as when you are eligible for a disability pension or a deferred vested pension), your Regular Monthly Pension and any Supplemental Pension will start at the end of your first month of retirement. For a deferred vested pension benefit, your Regular Monthly Pension will start at the end of your first month of commencement.

If you terminate employment *before* age 62 and your application is received after age 62, you may elect to receive an increased benefit that is actuarially equivalent to your age 62 benefit, or you may elect retroactive payments (with Interest) back to age 62. Your spouse must consent to any retroactive payments.

If you terminate employment *after* age 62 and your application is received after the first of the month following your termination, you may elect to receive an increased benefit that is actuarially equivalent to your benefit that would have been applicable as of the first of the month following your termination, or you may elect retroactive payments (with Interest) back to the first of the month following your termination. Your spouse must consent to any retroactive payments.

Final Payment

The final payment of your pension benefit is made for the month in which you die. For a surviving spouse pension or a Domestic Partner beneficiary annuity, final payment is made for the month in which your spouse or Domestic Partner dies.

Surviving Spouse Pension/Domestic Partner Beneficiary Annuity

Generally, a surviving spouse pension or Domestic Partner beneficiary annuity starts at the end of the month after the month in which you die unless you die before age 55 and application is made, if your eligible spouse or Domestic Partner survives into that month. However, it is not paid for any month for which a Special Retirement Pension is payable. The final payment of the surviving spouse pension or Domestic Partner beneficiary annuity is made for the month in which your spouse or Domestic Partner dies (see "Surviving Spouse and Domestic Partner Benefits" on page 16).

Age 70½ Required Distribution

If you continue to work after age 70½, plan provisions require that you begin receiving your regular monthly benefit payments by April 1 of the year following the calendar year in which you reach age 70½. The benefit payable is calculated as of December 31 of the year you reach age 70½.

If you are eligible, the one-time Special Retirement Pension payment is paid at the end of March in the year following the year you reach age 70½. Your monthly benefit payments begin at the end of June in that year.

For as long as you continue working, the benefit will be revised in January, using the prior year's calculated benefit amount as of December 31. Once you retire, your monthly pension benefit will be recalculated taking into account service and Average Final Compensation applicable at your retirement date. There is no recalculation or additional payment related to the Special Retirement Pension.

Payment of Small Amounts

If your total benefit payable under the plan has an Equivalent Actuarial Value of $5,000 or less, you automatically will receive a lump-sum payment instead of monthly payments (see the definition of Equivalent Actuarial Value on page 36).

If your benefit is paid in a lump sum, the plan may be required to withhold 20% of your payment for federal income tax purposes. You will receive more information about taxes before payment is made. You also can ask the plan to arrange a direct rollover (or transfer) to another employer's qualified plan or to an Individual Retirement Account (IRA) and taxes will be deferred on the amount rolled over until you actually take payment of your pension benefit.

If your lump sum is more than $1,000 (but not more than $5,000) and you do not make a payment election, the plan must arrange a direct rollover to an IRA selected by the plan. If your lump sum is $1,000 or less and you do not make a payment election, it will be distributed directly to you (and not into an IRA).

Suspension of Benefits upon Re-employment

If you are re-employed by the Company or a Subsidiary after retirement, your pension benefits will be suspended. Special rules determine your eligibility for future retirement benefits. You will be notified about these rules upon re-employment.

Payment of Benefits to Others

If you, your spouse or Domestic Partner dies or becomes incapacitated, or if the plan administrator determines that another emergency exists, any benefits payable under the plan may be paid to:

- your legal representative who has claimed the benefits; or
- any other persons representing you whom the plan administrator selects using objective criteria.

Except for QDROs or federal tax liens, plan benefits cannot be assigned, alienated, transferred to any other person, used as security for a loan, or attached to pay your and/or your spouse's debts.

Taxation of Benefits

All plan benefits paid to you (or your surviving spouse/Domestic Partner) are considered taxable income in the year they are paid. Generally, federal tax law requires the plan to withhold taxes automatically on your pension benefits before they are paid to you.

<u>For U.S. Citizens and Residents</u>

The amount withheld for federal income tax on any Special Retirement Pension payment not rolled over (see page 13) is a flat 20% of the gross amount of the Special Retirement Pension. The amount withheld on your Regular Monthly Pension (and any Supplemental Pension) will depend on your filing status and number of exemptions claimed.

If you do not want taxes withheld from your pension benefits or if you want to elect the amount of tax withheld, you must complete federal Form W-4P and submit it to the plan administrator.

If no taxes are withheld or if the amount withheld is not enough to cover the actual taxes due, you may be required to file quarterly estimated taxes. You also will be responsible for any applicable state and local taxes.

For Non-U.S. Citizens and Residents

Generally, the amount withheld for U.S. federal income tax on any Special Retirement Pension or Regular Monthly Pension paid to a nonresident is a flat 30% of the gross amount paid to you. If your country of residence has a tax treaty with the United States, you will be taxed according to the requirements of the tax treaty. The plan administrator will withhold 30% of your payment unless and until a completed and signed IRS Form W-8BEN is received substantiating a reduced or eliminated withholding under the tax treaty.

You must have a U.S. Taxpayer Identification Number ("TIN") or Social Security Number ("SSN") to complete IRS Form W-8BEN. If you do not have a TIN or SSN, you may obtain one by completing IRS Form W-7 and submitting it to the IRS. You are responsible for completing and submitting these forms properly, and the plan administrator and Company have no responsibility to ensure that you do so. Please contact the plan administrator for more information relating to withholding for nonresidents of the United States or to request IRS Forms W-8BEN or W-7.

The information contained in this SPD is general in nature and is not intended as tax advice. You should consult with a professional tax adviser regarding the tax impact for your personal circumstances.

Overpayments

In the case of any overpayment of pension benefits, supplements or other Company-sponsored benefits, future payments of a Regular Monthly Pension, Supplemental Pension, surviving spouse pension, Domestic Partner beneficiary annuity or other Company-sponsored benefits may be reduced by the amount of the overpayment.

Qualified Domestic Relations Order (QDRO)

It is possible for a court to order a Qualified Domestic Relations Order (QDRO) that requires all or part of your pension benefits to be distributed to your spouse, children, or former spouse, to meet child support, alimony, and marital property settlement obligations.

A QDRO cannot require a plan to provide any type or form of benefit that is not provided under the plan. However, under certain circumstances, a QDRO can require benefits be paid to a former spouse or other child before you retire.

When a domestic relations order is received that applies to you, the plan administrator will notify you and anyone else ordered to receive your pension benefit. To obtain a free copy of QDRO guidelines and procedures, call 1-888-ALCOA123 (1-888-252-6212).

Social Security Benefits

Retirement benefits from Social Security supplement your pension benefits under the plan. Therefore, it is important for you to know key facts about Social Security, if you are eligible.

Retirement Benefits

Full Social Security benefits begin between ages 65 and 67, depending on your date of birth. Reduced benefits can begin at any time after age 62. Your spouse also will receive benefits based on your earnings, unless higher benefits are payable based on your spouse's Social Security earnings.

Unreduced Social Security benefits for disability may be payable earlier than age 65.

To cover the cost of Social Security benefits now being paid, you and the Company pay taxes on your earnings up to the Social Security taxable wage base each year.

Other Social Security Benefits

In addition to retirement benefits, Social Security provides:

- disability benefits;
- survivor benefits; and
- hospital, surgical, and other medical benefits under Medicare.

Applying for Social Security Benefits

Social Security benefits are not paid automatically; you must apply for them. You also should apply for Medicare benefits before you reach age 65.

You should file your application with the Social Security office nearest to you at least three months before you plan to begin receipt. For more information on Social Security:

- visit your nearest Social Security office;
- call 1-800-772-1213; or
- access the Social Security Administration's website at **www.socialsecurity.gov**.

For more information on Social Security benefits and how to apply for them, visit a Social Security office, call 1-800-772-1213 or visit the Social Security Administration's website at www.socialsecurity.gov.

Reduction Tables

The following tables show the early payment factors along with the survivor reduction and payment factors used in the plan.

Table A—Early Payment Factors for Payments Beginning Before Age 62

Age*			Age*			Age*			Age*		
Years	**Months**	**Factor****	**Years**	**Months**	**Factor****	**Years**	**Months**	**Factor****	**Years**	**Months**	**Factor****
55	0	.5392	57	0	.6368	59	0	.7578	61	0	.9095
	1	.5431		1	.6416		1	.7638		1	.9171
	2	.5469		2	.6463		2	.7697		2	.9246
	3	.5508		3	.6511		3	.7757		3	.9322
	4	.5546		4	.6559		4	.7816		4	.9397
	5	.5585		5	.6606		5	.7876		5	.9472
	6	.5624		6	.6654		6	.7936		6	.9548
	7	.5662		7	.6702		7	.7995		7	.9623
	8	.5701		8	.6749		8	.8055		8	.9698
	9	.5739		9	.6797		9	.8114		9	.9774
	10	.5778		10	.6845		10	.8174		10	.9849
	11	.5816		11	.6892		11	.8233		11	.9925
56	0	.5855	58	0	.6940	60	0	.8293	62	0	1.0000
	1	.5898		1	.6993		1	.8360			
	2	.5941		2	.7046		2	.8426			
	3	.5983		3	.7100		3	.8493			
	4	.6026		4	.7153		4	.8560			
	5	.6069		5	.7206		5	.8627			
	6	.6112		6	.7259		6	.8694			
	7	.6154		7	.7312		7	.8761			
	8	.6197		8	.7365		8	.8828			
	9	.6240		9	.7419		9	.8895			
	10	.6282		10	.7472		10	.8962			
	11	.6325		11	.7525		11	.9028			

* *Factors are based on your age (years and full months) as of your retirement date (or benefit commencement date).*

** *If you elect to retire before age 62 on a 55/10 retirement or a deferred vested pension, your actual pension amount will be based on the payment factor in effect on your retirement date (or benefit commencement date).*

Table B—Reduction Factors for Deferred Vested Surviving Spouse or Domestic Partner Coverage (Pre-Retirement)

Participant's Age	Reduction per Year of Coverage
60 and older	.01
55 but less than 60	.008
50 but less than 55	.005
40 but less than 50	.003
less than 40	.0015

Coverage is based on actual years and months. Months are handled as a portion of a year.

Table C—Payment Factors for Surviving Spouse and Domestic Partner Coverage (Post-Retirement) – 50% Payment Option

Years Survivor Younger than Participant*	Payment Factor**
20 or more	.77
17-19	.78
14-16	.79
11-13	.81
8-10	.82
5-7	.84
2-4	.85
0-1	.87
Years Survivor Older than Participant*	**Payment Factor****
0-1	.87
2-4	.89
5-7	.90
8-10	.92
11-13	.93
14-16	.95
17-19	.96
20 or more	.97

* *Ages are rounded to the nearest whole year (six months and greater is rounded to the next highest year).*

** *If you elect surviving spouse coverage, your actual pension amount will be based on the payment factor in effect on your retirement date (or benefit commencement date).*

Note: The above factor is compared with the Equivalent Actuarial Value factor based on a single life annuity. The factor that produces the greater benefit is used.

Table D—Payment Factors for 75% Joint and Survivor Annuity Option											
	Years Spouse or Domestic Partner is Younger(-)/Older(+)										
Age of Retiree	**-5**	**-4**	**-3**	**-2**	**-1**	**0**	**1**	**2**	**3**	**4**	**5**
50	0.9082	0.9118	0.9154	0.9191	0.9228	0.9264	0.9300	0.9336	0.9371	0.9406	0.9440
51	0.9039	0.9077	0.9115	0.9154	0.9192	0.9231	0.9269	0.9307	0.9344	0.9381	0.9416
52	0.8994	0.9034	0.9075	0.9115	0.9156	0.9196	0.9237	0.9276	0.9316	0.9354	0.9392
53	0.8947	0.8990	0.9032	0.9075	0.9118	0.9160	0.9203	0.9245	0.9286	0.9327	0.9366
54	0.8898	0.8943	0.8988	0.9033	0.9078	0.9123	0.9167	0.9211	0.9255	0.9298	0.9339
55	0.8847	0.8894	0.8941	0.8988	0.9036	0.9083	0.9130	0.9176	0.9222	0.9267	0.9311
56	0.8793	0.8843	0.8893	0.8942	0.8992	0.9042	0.9092	0.9140	0.9189	0.9236	0.9282
57	0.8739	0.8791	0.8843	0.8896	0.8948	0.9000	0.9052	0.9104	0.9154	0.9204	0.9253
58	0.8682	0.8736	0.8792	0.8847	0.8902	0.8957	0.9012	0.9066	0.9119	0.9171	0.9222
59	0.8623	0.8680	0.8738	0.8796	0.8855	0.8912	0.8970	0.9026	0.9082	0.9137	0.9190
60	0.8562	0.8623	0.8683	0.8744	0.8805	0.8866	0.8927	0.8986	0.9045	0.9102	0.9158
61	0.8500	0.8563	0.8627	0.8691	0.8755	0.8819	0.8882	0.8945	0.9006	0.9066	0.9125
62	0.8436	0.8502	0.8570	0.8637	0.8704	0.8771	0.8837	0.8903	0.8967	0.9030	0.9092
63	0.8371	0.8441	0.8511	0.8582	0.8652	0.8722	0.8792	0.8860	0.8928	0.8994	0.9058
64	0.8305	0.8379	0.8452	0.8526	0.8600	0.8673	0.8746	0.8818	0.8888	0.8958	0.9026
65	0.8239	0.8315	0.8393	0.8470	0.8547	0.8624	0.8700	0.8775	0.8849	0.8922	0.8993
66	0.8171	0.8251	0.8332	0.8413	0.8493	0.8574	0.8653	0.8732	0.8810	0.8886	0.8960
67	0.8102	0.8186	0.8271	0.8355	0.8440	0.8524	0.8607	0.8690	0.8771	0.8851	0.8929
68	0.8033	0.8120	0.8208	0.8297	0.8385	0.8473	0.8560	0.8647	0.8732	0.8815	0.8897
69	0.7961	0.8052	0.8144	0.8237	0.8329	0.8421	0.8513	0.8603	0.8692	0.8779	0.8864
70	0.7887	0.7982	0.8078	0.8175	0.8272	0.8368	0.8464	0.8558	0.8652	0.8743	0.8832

Note: Factors for ages other than those shown above will be based on Equivalent Actuarial Value as defined on page 36.

How to File or Appeal a Claim

Filing a Claim

For information about filing a claim for pension benefits, see “Applying for Benefits” on page 22.

Appealing a Denied Claim

If a pension claim is denied, in whole or in part, you, your beneficiary, or your representative will receive written notice from the plan administrator. This notice will include the following information:

- the reasons for denial;
- the specific plan provision involved;
- an explanation of how claims are reviewed;
- the procedure for requesting a review of the denied claim and the applicable time limits during which an appeal must be filed, including the right to bring civil action in federal court if the claim is denied on appeal; and
- a description of the information that must be submitted with the appeal and why it is needed.

You, your beneficiary, or your representative may file a written appeal for review of a denied claim with the Benefits Appeals Committee, which the Benefits Management Committee has designated to handle appeals. Your appeal should:

- state, in writing, why you or your eligible spouse (or other beneficiary) believes the claim should have been approved; and
- include any information and documents that are relevant to the claim, including any additional information not submitted with the initial claim.

To assist with the appeal, you, your eligible spouse (or other beneficiary), or a designated representative may request, free of charge, copies of all documents, records, and other information relevant to the initial claim for benefits.

The written claim for benefits should be mailed or delivered to the Benefits Appeals Committee at the address below, and should outline the nature, amount, and form of benefit to which you or your eligible spouse (or other beneficiary) believes you, he or she is entitled.

Benefits Appeals Committee
Alcoa Inc.
Alcoa Corporate Center
201 Isabella Street
Pittsburgh, PA 15212-5858
412-553-4545

If the appeal is denied (in whole or in part), the plan administrator will send you or your eligible spouse (or other beneficiary) a written notice that will include the following information:

- the reasons for the denial.
- the specific plan provisions on which the appeal decision was based.
- summary of your or your eligible spouse’s (or other beneficiary’s) right to additional appeals or to bring civil action in federal court.
- statement that you or your eligible spouse (or other beneficiary) can request, free of charge, copies of all documents, records, and other information relevant to the appeal decision.

If the plan does not follow the claims appeal procedures above, you have the right to bring a civil action in federal court.

Appealing a Denied Disability Claim

If your disability retirement claim is denied because the plan administrator has determined that you are not permanently incapacitated, you may appeal this decision. You also may appeal a decision that is made to discontinue a disability retirement pension you are receiving because you no longer are permanently incapacitated. You may submit an appeal to the Benefits Appeals Committee by following the procedures outlined in this section.

Timeframes for Claims Filing and Appeals

The time frames and process for filing a claim for pension benefits and appealing a denied claim depend on the type of retirement involved, as shown in the following chart.

Claim and Appeal Process	Time Frames for:	
	Retirement Claims other than Disability Retirement	**Disability Retirement Claims**
■ Plan administrator reviews initial claim and makes determination.	Within 90 days of date claim is received	Within 45 days of date claim is received
■ Extension period, if required due to special circumstances beyond control of plan administrator.*	Additional 90 days	Additional 30 days
■ Additional extension period, if required due to special circumstances beyond control of plan administrator.*	None	Additional 30 days
■ You must provide specified missing or additional information to plan administrator.**	None	Within 45 days of request for missing or additional information
■ You may submit an appeal of denied claim.	Within 60 days of receiving denied claim	Within 180 days of receiving denied claim
■ Plan administrator reviews your appeal and makes determination.	Within 60 days of date appeal is received	Within 45 days of date appeal is received
■ Extension period, if required due to special circumstances beyond control of plan administrator.*	Additional 60 days	Additional 45 days

* *Whenever an extension is required, the plan must notify you before the current determination period expires. The notice must state the circumstances requiring the extension and the date a determination is expected to be made.*

** *The determination period and any applicable extension periods will be suspended until the date on which the plan administrator receives the required information or this 45-day period ends, whichever is earlier.*

Administrative Information

This booklet provides a summary of your retirement benefits under the Alcoa Retirement Plan I, Rule IC. This plan is governed by the Employee Retirement Income Security Act of 1974 (ERISA).

This section provides information about the administration of the plan and your rights as an eligible employee.

Plan Administrator and Sponsor

This ERISA-covered benefit plan is sponsored and administered by Alcoa Inc. You may contact the plan administrator at the following address and telephone number.

Plan Administrator—Alcoa Retirement Plan I
Alcoa Inc.
Alcoa Corporate Center
201 Isabella Street
Pittsburgh, PA 15212-5858
412-553-4545

The plan administrator has the discretionary authority to determine eligibility under all provisions of the plan; correct defects, supply omissions, and reconcile inconsistencies in the plan; ensure that all benefits are paid according to the plan; interpret plan provisions for all participants and beneficiaries; and decide issues of credibility necessary to carry out and operate the plan. Benefits under the plan will be paid only if the plan administrator decides in its discretion that the applicant is entitled to them. All actions, decisions, or interpretations of the plan administrator are conclusive, final, and binding.

The plan administrator has designated the Benefits Management Committee to oversee the operation of the plan and the Benefits Management Committee has designated the Benefits Appeals Committee to handle appeals. Both Committees have all the foregoing discretionary authority.

Plan Year

The plan year is January 1 through December 31.

Type of Plan

The Alcoa Retirement Plan I is called a “defined benefit plan” by the Internal Revenue Service (IRS). The plan helps provide you and your surviving spouse with future retirement income.

Identification Numbers

The IRS has assigned 25-0317820 as the Employer Identification Number (EIN) for Alcoa Inc.

The plan number for the Alcoa Retirement Plan I is 001. You are covered under Rule IC.

Agent for Service of Legal Process

If any disputes arise under the plan, papers may be served upon the following.

Secretary, Benefits Management Committee
Alcoa Inc.
Alcoa Corporate Center
201 Isabella Street
Pittsburgh, PA 15212-5858
412-553-4545

Service of legal process also can be made upon the plan administrator.

Plan Funding

The plan is funded by the Company through contributions to a Master Trust Fund. The Master Trust Fund contains the assets of the plan and assets of certain other retirement plans of the Company and Subsidiaries.

Contributions to the Master Trust Fund are final except that contributions made by mistake or conditions set by provisions of the Internal Revenue Code may be returned to the contributing employer. All plan benefits are paid from the Master Trust Fund.

The Master Trust Fund is held mainly by the plan trustee under an Amended Agreement of Trust. A portion of the assets subject to this Agreement may be held by one or more investment managers.

The Internal Revenue Code requires that if the funding of the plan falls below certain levels, certain benefits may not be paid from the plan. The plan administrator is required to notify you if the plan's funding falls below one of these levels.

Plan Trustee and Investment Managers

The plan trustee is:

The Bank of New York Mellon, Master Trustee
One Mellon Bank Center
Pittsburgh, PA 15258-0001

The plan trustee and several other investment managers currently manage various portions of the Master Trust Fund. The following investment managers also may hold assets of the Master Trust Fund.

BlackRock
One Financial Center
Boston, MA 02110

Brandes
11988 El Camino Real, Suite 500
San Diego, CA 92130

CBRE Clarion Securities
201 King of Prussia Road, Suite 600
Radnor, PA 19087

Deutsch Asset & Wealth Management
The RREEF Funds
222 S. Riverside Plaza
Chicago, IL 60606

Evercore Trust Company
1099 New York Avenue, 6th Floor
Washington, D.C. 20001

First Eagle Investment Management, LLC
1345 Avenue of the Americas
New York, NY 10105

GMO, LLC
40 Rowes Wharf
Boston, MA 02110

Hoisington Investment Management Company
8636 Bee Caves Road
Bldg. 2, Suite 100
Austin, TX 78746

Huff Asset Management
1776 On the Green
67 Park Place
Morristown, NJ 07960

J.P. Morgan Asset Management
575 Washington Blvd., 10th Floor
Jersey City, NJ 07310

Lapides Asset Management LLC
500 West Putnam Ave., 4th Fl.
Greenwich, CT 06830

Mellon Capital Management Corporation
One Mellon Bank Center
Pittsburgh, PA 15258-0001

Neuberger Berman
190 South La Salle Street, Suite 2400
Chicago, IL 60603

OFI Institutional Asset Management
OppenheimerFunds, Inc.
Two World Financial Center
225 Liberty St., 14th Floor
New York, NY 10281

PIMCO
1345 Avenue of the Americas, 49th Floor
New York, NY 10105

Prudential Fixed Income
Two Gateway Center, 3rd Floor
Newark, NJ 07102-5096

Standish Mellon Asset Management, LLC
One Boston Place, AIM 024-0293
Boston, MA 02108-4408

Tweedy, Browne Company LLC
One Station Place
Stamford, CT 06902

Walter Scott
One Charlotte Square
Edinburgh, UK EH2 4DR

Western Asset Management Company
385 East Colorado Blvd.
Pasadena, CA 91101

Your Rights under ERISA

As a participant in the plan, 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 the following.

Receive Information about Your Plan and Benefits

- 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.
- 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. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) 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 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, 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.

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 previously mentioned rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive it 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 that is denied or ignored, in whole or in part, you may file suit in a state or federal court after you have exhausted the appeal process as described on pages 29-30. Such suit must be filed within 180 days from the date of an adverse appeal determination notice, regardless of any state or federal statutes establishing provisions relating to limitations of actions. After 180 days after the detail of the denial of an appeal, any right to file an action shall be foreclosed. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support 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 (for example, if the court finds your claim is frivolous), the court may order you to pay these costs and fees.

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 also may obtain certain publications about your rights and responsibilities under ERISA by calling the Employee Benefits Security Administration at 1-866-444-3272. Additional information is available through the Department of Labor's website at **www.dol.gov**.

Your Rights to Benefits

Your benefits belong to you and, except for Qualified Domestic Relations Orders (QDROs), may not be sold, assigned, transferred, pledged, or garnished. If you or your beneficiary is unable to care for your affairs, any payments due may be made to your legal representative, as determined by the Benefits Management Committee.

No Obligation to Continue Employment

This plan does not create an obligation for the Company or a Subsidiary to continue your employment. In addition, the right of the Company or a Subsidiary to terminate your employment or to take other personnel action is not limited by the effect that the action might have on your (or your beneficiary's) eligibility for benefits under the plan.

Future of the Plan

The Company expects that the plan will continue indefinitely. However, the Board of Directors of Alcoa Inc., or the Benefits Management Committee can amend, modify, suspend, or terminate all or part of the plan at any time. Upon termination of the plan, the accrued benefits of affected participants will become fully vested to the extent the benefits are fully funded. In any event, all cash and investments must be devoted to the purposes of the plan, including payment of expenses of the plan, before any assets in trust may revert back to the Company.

Special provisions apply in the event of a Change in Control. In the event of a Change in Control, the Board of Directors of Alcoa Inc., Benefits Management Committee, other designees of the Board, or the Trustee may not during the three year period commencing on the date that Change in Control occurs:

- Amend, modify or terminate the plan, except to the extent required by law or applicable regulations;
- Merge or consolidate the plan with any other plan, transfer any assets, spin-off or split off any part of the Plan or any group of plan participants; or
- Reduce future plan benefits or cause or permit the plan to acquire any security of the Company, Subsidiary or affiliated company.

In addition, in the event of a Change in Control, if at any time during the three-year period commencing on the date that a Change in Control occurs, any participant that is terminated for good reason (as defined in the plan document), may retire with a 70/80 or rule of 65 retirement pension for their full accrued benefit provided they have satisfied the age and service eligibility requirements as of the date the termination occurs.

Pension Benefit Guaranty Corporation

Your pension benefits under this 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 their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers:

- normal and early retirement benefits;
- disability benefits if you become disabled before the plan terminates; and
- certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- benefits greater than the maximum guaranteed amount set by law for the year in which the plan terminates;
- some or all of the benefit increases and new benefits based on plan provisions that have been in place for fewer than five years at the time of the plan termination;
- benefits that are not vested because you have not worked long enough for the Company;
- benefits for which you have not met all of the requirements at the time the plan terminates;
- 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
- 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 on how much money your plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact:

PBGC Technical Assistance Division
1200 K Street N.W., Suite 930
Washington, D.C. 20005-4026
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 at **www.pbgc.gov**.

Definitions

Here are the definitions for some terms used in this booklet. If you have questions about these or other terms, call 1-888-ALCOA123 (1-888-252-6212).

Average Final Compensation

The average of your annual compensation during your five highest-paid calendar years out of your last 10 calendar years of Pension Service. Generally, cash compensation is your total salary or wages, including: pre-tax Savings Plan contributions; Health Care Fund and Dependent Care Fund deposits;pre-tax transportation fringe benefits; overtime; variable pay awards (or annual profit sharing awards before 1992); commissions; and bonuses. Your compensation for pension purposes may not be the same as your W-2 wages.

Effective May 1, 2007, any fixed and rotating shift premiums and time unit payments known as "supplemental or premium pay" (SPP) paid in excess of normal work schedules that was previously included as "total salary or wages" will be excluded from the determination of your annual compensation.

Each year, the federal government sets a limit on the annual compensation that can be used to determine retirement benefits. The compensation limit is $255,000 for 2013.

Benefits Management Committee

A group of individuals appointed by Alcoa Inc.'s Board of Directors to oversee the operation of the plan.

Change in Control

Generally occurs where either: (i) an unrelated person or entity acquires 20% or more of the stock or voting power of Alcoa Inc., (ii) there are certain changes in the membership of the Board of Directors of Alcoa Inc., that impact at least a majority of the Board of Directors; (iii) the occurrence of certain extraordinary corporate events involving Alcoa Inc. (including certain mergers, sales of substantially all of Alcoa Inc.'s assets, and other corporate reorganizations); or (iv) the shareholders of Alcoa Inc. approve a plan of complete liquidation or dissolution of Alcoa Inc.

Company

Alcoa Inc., and its affiliated companies and Subsidiaries that offered participation in this plan on or before December 31, 2009.

Domestic Partner

Your same- or opposite-gender partner of one or more years who is not otherwise your legal spouse or common-law spouse (as defined by federal law). In addition, you and your partner must meet the following criteria:

- you must be living together for one or more years;
- you must be financially interdependent; and
- you must not be blood relatives.

You must submit an affidavit and supporting documentation as part of the Domestic Partner verification process.

Equivalent Actuarial Value

For payments of small amounts (lump sums of $5,000 or less), the lump sum equivalent of an annuity computed on the basis of the applicable interest rate(s) and applicable mortality table (as designated by the Commissioner of Internal Revenue for purposes of lump sum payments) and the benefit earned as of your commencement date.

The small lump sum is calculated using a set of three interest rates (weighted) based on a corporate bond yield curve as of November of the year preceding the calendar year that contains the calculation date and a specified mortality table, as periodically updated by the Internal Revenue Commissioner.

For the Joint and Survivor Annuity forms of payment, Equivalent Actuarial Value is based on an interest rate of 5% and the RP 2000 Combined Healthy Mortality Tables (blended 80% male and 20% female for the participant and blended 20% male and 80% female for the spouse).

Interest
The applicable interest rate used for any retroactive payments is the interest rate used in the calculation of payments of small amounts (see the definition of Equivalent Actuarial Value).

Leased Employee
Leased employee as defined in the Internal Revenue Code, Section 414(n), as amended.

Pension Service
Generally, the period of your continuous employment with the Company while accruing a benefit under a rule of the plan. Pension Service is used to determine the amount of retirement benefits. Pension Service also is used to determine eligibility for certain restricted retirement types.

Qualified Domestic Relations Order (QDRO)
A court order requiring payment of all or part of your pension benefits to your spouse, children, or former spouse to meet child support, alimony, or marital property settlement obligations.

Regular Monthly Pension
The amount payable to all participants who receive a benefit under the plan. Regular Monthly Pension will be reduced (if applicable) for surviving spouse/Domestic Partner coverage; early payment of benefits; pension benefits from any other Alcoa Inc. plan, a Subsidiary's plan, or a predecessor employer's plan; and the Internal Revenue Code maximum.

Severance Date
The date you resign, retire, die, or are discharged, dismissed, or otherwise terminated. You also have a Severance Date (break in service) when you have been absent for more than one year due to a layoff or leave of absence, or for more than two years due to sickness, accident, or non-occupational disability or maternity or paternity leave.

Special Retirement Pension
A one-time payment made to eligible employees in place of the first three months of Regular Monthly Pension, and in place of any Supplemental Pension, for a normal, age 62, 30 year, 55/10, 70/80, or rule of 65 retirement, or for an age 70½ required distribution.

Subsidiary
Either: (1) a corporation, a majority of whose outstanding voting stock is owned or controlled by Alcoa Inc., and/or one or more other Subsidiaries; or (2) any noncorporate business entity (including but not limited to a limited liability company or partnership) that Alcoa Inc., and/or one or more other Subsidiaries controls in fact.

Supplemental Pension
A payment of $400 a month, which may be made in addition to the Regular Monthly Pension for a disability, 70/80, or rule of 65 retirement. It is paid through the month you reach age 62, the month you first become eligible for unreduced Social Security disability benefits or unreduced Railroad Retirement benefits, or the month in which you die, whichever is earliest.

Vesting Service
The period of employment with Alcoa Inc., a Subsidiary, or certain affiliated companies used to determine your eligibility for retirement benefits (except for certain restricted retirement types). You must complete five years of Vesting Service to be eligible for pension benefits under the plan. Vesting Service requirements governing eligibility for retirement benefits under the plan change from time to time. Your eligibility is determined by the vesting schedule in effect on your Severance Date.

Appendix A-Participating Location

When the term "the Company" is used in this booklet, it means Alcoa Inc. and certain Subsidiaries and other affiliated companies that offered participation in this rule on or before December 31, 2009 for at least a portion of their salaried employees. The chart below shows the participating Company/location for eligible employees:

Company Code	Company Name	Location Code	Location Name	Employee Type
010	Alcoa Inc.	ATC	Alcoa Center, Pennsylvania	Salaried
010	Alcoa Inc.	ALC	Alcoa, Tennessee	Salaried
010	Alcoa Inc.	ATL	Atlanta, Georgia	Salaried
010	Alcoa Inc.	BAD	Badin, North Carolina	Salaried
010	Alcoa Inc.	BRB	Barberton, Ohio	Salaried
010	Alcoa Inc.	BAX	Bauxite, AR (Alcoa)	Salaried
010	Alcoa Inc.	CNC	Charlotte, North Carolina	Salaried
010	Alcoa Inc.	CDL	Chandler, Arizona	Salaried
010	Alcoa Inc.	CHP	Chicago, Illinois (AEP)	Salaried
010	Alcoa Inc.	CHI	Chicago, Illinois (CHI)	Salaried
010	Alcoa Inc.	CLE	Cleveland, Ohio (CLE)	Salaried
010	Alcoa Inc.	AAC	Cleveland, OH AACT Headquarters	Salaried
010	Alcoa Inc.	DAL	Dallas, Texas	Salaried
010	Alcoa Inc.	DAN	Danville, Illinois	Salaried
010	Alcoa Inc.	DAV	Davenport, Iowa	Salaried
010	Alcoa Inc.	DET	Detroit, Michigan	Salaried
010	Alcoa Inc.	FDM	Frederick, Maryland	Salaried
010	Alcoa Inc.	GNS	Goose Creek, South Carolina	Salaried
010	Alcoa Inc.	HOT	Houston, TX (Alcoa)	Salaried
010	Alcoa Inc.	HUT	Hutchinson, Kansas	Salaried
010	Alcoa Inc.	IND	Indianapolis, Indiana (IND)	Salaried
010	Alcoa Inc.	IRV	Irvine, California	Salaried
010	Alcoa Inc.	KNO	Knoxville, Tennessee	Salaried
010	Alcoa Inc.	LAF	Lafayette, Indiana	Salaried
010	Alcoa Inc.	LAC	Lancaster, Pennsylvania	Salaried
010	Alcoa Inc.	LIY	Livonia, Michigan	Salaried
010	Alcoa Inc.	LOS	Los Angeles, California	Salaried
010	Alcoa Inc.	MAS	Massena, New York	Salaried
010	Alcoa Inc.	MLR	Mount Laurel, New Jersey	Salaried
010	Alcoa Inc.	NKE	New Kensington, Pennsylvania	Salaried
010	Alcoa Inc.	NOR	New Orleans, Louisiana	Salaried
010	Alcoa Inc.	NYC	New York, New York	Salaried
010	Alcoa Inc.	NWK	Newark, Delaware	Salaried
010	Alcoa Inc.	OKM	Okemos, Michigan	Salaried
010	Alcoa Inc.	PHI	Philadelphia, Pennsylvania	Salaried
010	Alcoa Inc.	PIT	Pittsburgh, Pennsylvania	Salaried
010	Alcoa Inc.	PTC	Point Comfort, Texas	Salaried
010	Alcoa Inc.	RHV	Richmond, Virginia (RHV)	Salaried
010	Alcoa Inc.	ROK	Rockdale, Texas	Salaried
010	Alcoa Inc.	SEA	Seattle, Washington (SEA)	Salaried
010	Alcoa Inc.	STL	St. Louis, Missouri	Salaried

Company Code	Company Name	Location Code	Location Name	Employee Type
010	Alcoa Inc.	WAR	Warrick (Newburgh, IN)	Salaried
010	Alcoa Inc.	WAS	Washington, DC	Salaried
010	Alcoa Inc.	WEN	Wenatchee, Washington	Salaried
010	Alcoa Inc.	WEM	West Mifflin, Pennsylvania	Salaried
Company code 010 also designates Alcoa LLC in Pennsylvania				
837	Alcoa Power Generating, Inc.	BAD	Badin, North Carolina	Salaried
837	Alcoa Power Generating, Inc.	TAP	Tapoco, North Carolina	Salaried
646	Northwest Alloys, Inc.	ADD	Addy, Washington	Salaried
Effective January 1, 2000 for employees hired before January 1, 2000 or rehired before January 1, 2002				
R01	Reynolds Metals Company	MSY	Massena, New York (RMC ST LAW)	Salaried
Effective April 1, 2006 for employees hired before January 1, 2000				
T19	Halethorpe Services, Inc.	LAF	Lafayette, Indiana	Salaried
Effective November 1, 2006 for employees hired before January 1, 2000				
R08	RB Sales Company, Limited	ROK	Rockdale, Texas	Salaried
Effective January 1, 2008 for employees hired before January 1, 2000				
340	Alcoa Properties, Inc.	BLT	Burlington, Vermont	Salaried
Effective August 1, 2008 for employees hired before January 1, 2000				
010	Alcoa Inc.	ARV	Arlington, Virginia	Salaried

Upon written request to the plan administrator, you may obtain a list of employer and employee organizations that participate in this plan. You also may inquire if a particular employer organization sponsors this plan and request that organization's address.

ALCOA

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