

Caterpillar Inc. Retirement Income Plan

Summary Plan Description

This document is a summary of the Caterpillar Inc. Retirement Income Plan as in effect on January 1, 2017. To the extent any portion of this summary is inconsistent with the Caterpillar Inc. Retirement Income Plan document, the terms of the Plan document shall govern.

January 1, 2017

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Introduction

The Caterpillar Inc. Retirement Income Plan (the “Plan”) is designed to help you meet your retirement income needs, and it comes at no cost to you. Caterpillar Inc. pays the entire cost of your pension by making contributions to the Caterpillar Inc. Master Retirement Trust (the “Trust”). The Plan is one component of your overall retirement income picture, which may consist of other income sources such as Social Security benefits, personal savings, and other Company sponsored retirement plans such as the Caterpillar 401(k) Retirement Plan or Caterpillar 401(k) Savings Plan.

The summary plan description (“SPD”) describes the Plan as it applies to salaried and management employees hired prior to January 1, 2003 at facilities that have adopted the Plan who are eligible for the Traditional Plan or the Traditional Plan plus the Pension Equity Plan (the “PEP”).

Whether you are eligible to participate in the Plan (and the amount of your benefit) depends on the facility in which you worked and, in some cases, your job classification while at that facility. Different SPDs have been prepared to describe the Plan as it applies to other groups of employees and to employees who were participating in the Solar Turbines Incorporated Retirement Plan when it merged into the Plan on December 31, 2014. See Appendix A for a listing of adopting facilities and be sure you are referencing the material that applies to you. An SPD (or notice, if applicable) summarizing the benefits for employees of another facility or for employees in a different job classification is not applicable to you.

For convenience, the term “Company” is used in this SPD to refer to Caterpillar Inc. and its subsidiaries or its Affiliates that have adopted the Plan.

This SPD is based on the provisions of the Plan in effect as of January 1, 2017. Provisions of the Plan prior to January 1, 2017 may be different from those that are described in this SPD. Also, over the years, other plans have been merged into the Plan. If you were covered by the Plan prior to January 1, 2017, or if you were employed by another company whose plan was merged into the Plan, special rules may apply. If you want more information about these special rules, you should contact the Caterpillar Benefits Center.

This SPD is provided to you as required by the Federal law known as the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). The SPD is designed to provide a general understanding of the principal features and operations of the Plan and to outline your rights and obligations. It is only a summary which cannot describe every feature of the Plan, nor does it describe all of the detailed rules that may apply in special circumstances. The Plan document contains a complete description of the provisions of the Plan and is the only document utilized by the Plan Administrator to interpret and administer the Plan. **If any information has been omitted from this SPD, or if there is a difference between what is stated in this SPD and the Plan document, the Plan document will govern your rights, if any, to benefits.**

The Company reserves the right to change or end the Plan at any time.

If you don't understand a word or phrase used in this SPD, check the Glossary at the end of this booklet. It may have a helpful definition. You can also contact the Caterpillar Benefits Center for additional information or to understand how the definitions and provisions apply to you.

The Caterpillar Benefits Center

Caterpillar offers the Caterpillar Benefits Center to administer your retirement income benefits.

UPoint™

You can access a wealth of plan information 24/7 by visiting the Caterpillar Benefits Center via the UPoint™ website at resources.hewitt.com/cat.

UPoint™ gives you at-a-glance summaries of your retirement income and certain other benefits. You can also review or update your contact or Beneficiary data, download or create forms and documents or learn more about your benefit rights and options.

UPoint™ provides an easy-to-use modeling tool that will help you understand and make decisions about your pension benefits. You can perform an unlimited number of pension estimates based on the dates and assumptions you provide, with a highly customized level of detail. All estimates can be saved on the website for future review and comparison. If you want to, you can even complete the entire retirement process online.

Of course, you can call a retirement specialist at any time if you need more help.

TIP: REMEMBER YOUR USER ID AND PASSWORD

Caterpillar has implemented certain security protocols to safeguard your personal and benefits information. For your security, you will need both your user ID and password to work with a specialist via phone or access your benefit information by logging directly into the UPoint™ website.

Caterpillar Benefits Center

If you prefer to speak with a Caterpillar Benefits Center Representative, you can call the Caterpillar Benefits Center at (877) 228-4010 or (718) 354-1345 (if outside the U.S.). Representatives are available Monday through Friday from 8:00AM to 6:00 PM, Central time.

Plan Overview

To help you understand the benefits the Plan may provide to you, this SPD will start with a general overview of the Plan.

Before January 1, 2003, the Plan offered a “Traditional Pension Plan” benefit, paying a monthly pension to Participants who retire after becoming eligible for Early or Normal Retirement. Beginning in 2003, the Plan was amended to add a new lump sum approach to determine benefits called a “Pension Equity Plan” or “PEP” benefit, for new hires and current Participants who elected to become PEP Participants instead of Traditional Plan Participants.

To understand your benefit under the Plan, you need to know whether you are a **Traditional Plan Participant** or a **Pension Equity Participant (“PEP Participant”)** and whether you are a **Sunset Participant**.

You are a Traditional Plan Participant unless you elected to become a PEP Participant during the election period in 2003. If you were eligible to participate in the election and did not make an election, you continue to be a Traditional Plan Participant. In addition, if you were employed during the election period but were not eligible to make the election (for example, because you were employed by a non-Adopting Employer), you automatically became a PEP Participant when you started or returned to active participation. An election to become a PEP Participant is effective for service on or after July 1, 2003 and is irrevocable.

If you retired or terminated employment with the Company and were later rehired by the Company prior to January 1, 2011, you became a PEP Participant upon your rehire provided you were an Eligible Employee. Unless you elected the PEP benefit prior to your rehire, the benefit you earned prior to your rehire continues to be calculated under the Traditional Pension Plan.

If you were a Participant in the Traditional Pension Plan and became a PEP Participant, the benefit you earned before July 1, 2003 was calculated and frozen under the Traditional Pension Plan. You will need to read the Traditional Plan sections of this SPD to understand this part of your benefit.

Employees hired after November 30, 2010 or rehired after December 31, 2010 are not eligible to participate in the Plan. Additionally, benefit accruals under the Plan were frozen as of December 31, 2010 for all Participants other than “Sunset Participants” who meet the following criteria:

- Have a most recent hire date on or before December 31, 2002;
- Attained 40 years of age on or before December 31, 2010; and
- Were actively accruing a benefit under the Plan on December 31, 2010 or were on an authorized leave of absence or other absence not treated as a termination from employment on December 31, 2010.

In addition, if you were a Part-Time Employee who earned less than 501 Hours of Service in any calendar year after December 31, 2002, you must have subsequently earned at least 1,000 hours in a calendar year prior to 2011 to be considered a Sunset Employee.

Any Participant not meeting the criteria provided above shall receive no additional benefit accruals under the Plan for periods of service on and after January 1, 2011. Furthermore, if a Sunset Participant terminates employment, transfers to a category of employment that is not eligible for the Plan, or incurs a one-year Break in Service, he shall no longer be a Sunset Participant and will no longer earn benefit accruals under the Plan following the date he ceases to be a Sunset Participant.

Eligibility and Participation

Eligible Employees

Except as excluded below, you are eligible to participate in the Plan if you were hired before the Plan was closed to new Participants, you are on the U.S. payroll and you report through, work for or are otherwise employed by a business unit, facility or pay group of the Company or a subsidiary to which participation in the Plan has been extended. For a list of participating groups, please refer to Appendix A of this SPD.

The following employees are excluded from the Plan:

- Leased employees,
- Persons who provide services to the Company and are classified by the Company as independent contractors, employees of a third party, temporary employees, contract employees (unless the contract provides for participation in the Plan), co-op employees, or apprentice or intern employees,
- Employees covered by a collective bargaining agreement (unless the agreement provides for participation in the Plan), and
- International employees (unless those employees are on the Company's domestic U.S. payroll). See section "Eligible U.S. International Service Employees" to learn more.

Participation

If you were an Eligible Employee, you became covered as a Participant under the Plan as follows:

- If you were a full-time Eligible Employee, you began to participate in the Plan on your date of hire. However, if your employer adopted the Plan while you were employed, you began to participate in the Plan as of the effective date of the adoption of the Plan for that employer.
- If you were a part-time Eligible Employee, you began to participate in the Plan as of the first January 1 or July 1 after completing an "Eligibility Year of Service."
 - An Eligibility Year of Service was the 12-month period beginning on your date of hire (or the effective date of the adoption of the Plan, if later), or during any subsequent calendar year during which you earned at least 1,000 Hours of Service.
 - "Hours of service" means hours for which you were paid or were entitled to payment for your services for the Company or one of its Affiliates. Hours of service also include hours for periods of absence for which you were paid but not performing services (e.g., vacation, holiday, illness, disability, jury duty, military duty, or leave of absence), up to 501 hours per absence.

You were automatically enrolled in the Plan when you met the eligibility requirements. To receive a pension, you must also meet the requirements for payment of your retirement benefit and be fully vested.

Effective December 31, 2010, the Plan was closed. Employees hired after November 30, 2010 or rehired after December 31, 2010 are not eligible to participate in the Plan.

Your Service And Salary Are Important

Your service and salary with the Company are important in calculating benefits under both the Traditional Pension Plan and the Pension Equity Plan. Your service and salary are used to determine the amount of your monthly pension benefit. Your service is also used to determine whether you have a vested right to a benefit under the Plan and when you are eligible to retire with a benefit under the Traditional Pension Plan. For these purposes, the Plan uses three methods of counting service: (1) Credited Service, (2) Years of Service, and (3) Vesting Service. Under all methods, service is expressed in years and months.

Credited Service

Credited Service is used to calculate the amount of your benefit under the Credited Service Formula and the Pension Equity Formula. Note that special rules apply for certain types of leave and Breaks in Service. Please see the “Special Rules Applicable to Service” section for more information.

For a Full-Time Employee: Credited Service for a Full-Time Employee is measured in years and months starting with the first of the month following the date you are an Eligible Employee in the Plan, subject to certain adjustments. The following periods are not counted for Credited Service:

- all periods of layoff commencing on or after January 1, 2006; for layoffs commencing prior to January 1, 2006, the portion of any single continuous period of layoff in excess of 11 months (3 months for layoffs commencing prior to October 1, 1970),
- all periods of part-time employment (although this service may be counted under the rules described below),
- all periods of separation from the Company,
- all leaves of absences, except:
 - a leave of absence which commenced before July 1, 2003 and from which you returned to the Company,
 - certain family leaves, certain spousal/Same-Sex Domestic Partner leaves (as described in the “Special Rules Applicable to Service” section),
 - certain disability leaves (as described in the “How Disability Affects Your Pension” section),
 - certain military service (as described in the “Military Service” section), and
- all periods when you are not an Eligible Employee.

For a Part-Time Employee: If you are a Part-Time Employee of the Company, you will receive a full year of Credited Service for each calendar year in which you are credited with 1,000 or more Hours of Service while you are an Eligible Employee. A Part-Time Employee does not receive Credited Service for service prior to becoming a Participant in the Plan, except

that a Part-Time Employee who first became an Eligible Employee before January 1, 2003 will receive Credited Service for his or her initial Eligibility Year of Service. Different Credited Service rules may have applied prior to 1995. Contact the Caterpillar Benefits Center to learn more about the differences in Credited Service rules.

No Credited Service will be earned after December 31, 2019 for Sunset Participants or after December 31, 2010 for all other Participants.

Years of Service

Years of Service are used to calculate the amount of your benefit under the Final Earnings Formula. Years of Service are calculated in the same manner that Credited Service is calculated, with three exceptions. First, if you are a Full-Time Employee, you will not lose Years of Service by reason of a Break in Service. Second, Years of Service for periods prior to December 1, 1976 are calculated under the terms of the Plan in effect for that period. Third, you cannot earn more than 35 Years of Service.

No Years of Service will be earned after December 31, 2019 for Sunset Participants or after December 31, 2010 for all other Participants.

Vesting Service

Vesting Service is used to determine whether you have a nonforfeitable pension benefit from the Plan and when you become eligible for an Early Retirement pension under the Traditional Plan. Note that special rules apply for certain types of leave and Breaks in Service. Please see the “Special Rules Applicable to Service” section for more information.

For a Full-Time Employee: Vesting Service for a Full-Time Employee is measured in years and months starting with the first of the month following the date you are an employee of the Company or of an Affiliate, even if the Affiliate does not participate in the Plan. However, the following periods are not counted for Vesting Service:

- the portion of any single continuous period of layoff in excess of 12 months (3 months for layoffs commencing prior to October 1, 1970),
- all periods of part-time employment (although this service may be counted under the rules described below),
- all periods of separation from the Company (except as described in the “Special Rules Applicable to Service” section, below), and
- all periods of leave that are not counted for Credited Service except the first 12 months of a spousal leave granted on or before January 1, 2004 and the first twelve months of disability leave commencing on or after January 1, 2006.

For a Part-Time Employee: If you are a Part-Time Employee of the Company, you will receive a full year of Vesting Service for each calendar year in which you are credited with 1,000 or more Hours of Service. You do not need to be an Eligible Employee or a Participant in the Plan to earn Vesting Service.

Special Rules Applicable to Service

The following additional considerations apply when determining Credited Service or Vesting Service under the Plan. Additionally, Credited Service and Vesting Service are subject to certain adjustments that are set forth in the Plan document. For complete definitions, you should obtain a copy of the Plan document. If you have questions about how to calculate your Credited Service or Vesting Service or you think your service with a prior employer may qualify as Credited Service or Vesting Service, contact the Caterpillar Benefits Center. Note that you cannot earn duplicate Credited Service or Vesting Service for the same period of employment.

Losing Credited Service. Many employees work with no breaks in their Credited Service. However, if you have a break in your service with the Company as described below, you can lose the Credited Service you earned before the break.

For a Full-Time Employee: Your Break in Service starts when you have a voluntary or involuntary termination of your employment with the Company and its Affiliates, or one year after you are first absent from employment other than by reason of termination (for example, because of an authorized leave of absence). You will lose the Credited Service you earned before the break if:

- you were not “vested” in your benefit before you left employment—that is, you had not earned three years of Vesting Service and had not reached Normal Retirement Age, and
- you are not reemployed within 60 months of when your Break in Service began (or do not earn at least one year of Vesting Service after your reemployment).

For a Part-Time Employee: If you are a Part-Time Employee of the Company, you have a Break in Service if you earn less than 501 Hours of Service during a calendar year—called a “one-year Break in Service.” If you have five consecutive one-year Breaks in Service, you will lose the Credited Service you earned before the break if:

- you were not “vested” in your benefit before the start of your Break in Service—that is, you had not earned three years of Vesting Service and had not reached Normal Retirement Age, and
- you are not reemployed before you have five consecutive one-year Breaks in Service (or do not earn at least one year of Vesting Service after your reemployment), if your Break in Service occurs as a result of your termination of employment.

Different Break in Service rules may have applied before 1986. Contact the Caterpillar Benefits Center for more information about what effect, if any, a Break in Service has on your Credited Service with the Company.

Losing Vesting Service. Just like with Credited Service, you can lose Vesting Service if you have a break in your service with the Company (e.g., a separation from service, layoff, or leave of

absence) before you become vested in your benefit. Those rules also apply to your Vesting Service. However, if you leave the Company and are later reemployed by the Company or an Affiliate within one year after you left employment, you are treated as not having a Break in Service for that period of absence for purposes of determining your Vesting Service. Different Break in Service rules may have applied before 1986. Contact the Caterpillar Benefits Center for more information about what effect, if any, a Break in Service has on your Vesting Service with the Company.

Family Leave. Special rules apply if a Break in Service occurs because of a particular type of family leave—called “maternity or paternity leave”—due to an employee’s pregnancy, birth of a child or placement of a child with the employee for adoption, or the care of a child immediately following its birth or placement. If you are a Full-Time Employee, the first 12 months of absence due to maternity or paternity leave is not considered a Break in Service; therefore, you will not be treated as having a Break in Service until the first anniversary of the leave (or your earlier termination of employment).

For Part-Time Employees, you will be credited with your normally scheduled hours (up to 8 hours per day) while you are absent due to maternity or paternity leave, up to 501 hours—just enough to make sure you don’t have a one-year Break in Service in the year your absence begins or the immediately following year (if you have already earned 501 hours in the year the absence begins).

Note that these hours will help you avoid a one-year Break in Service; they don’t help you earn additional years of Credited Service or Vesting Service (unless your leave is otherwise covered as a paid leave).

Spousal/Same-Sex Domestic Partner Leave. You may earn additional Credited Service and Vesting Service for leaves of absence granted so that you can accompany your Spouse or Same-Sex Domestic Partner to a different Company location if the Company requested or agreed to the transfer of your Spouse or Same-Sex Domestic Partner. As this affects very few people, please contact the Caterpillar Benefits Center for more information if you believe these provisions may apply to you.

Transfers. Special rules under the Plan apply to employees who transfer employment within the Company by reason of either (1) a change to a new business unit, facility, or work location within the United States at the request of the employer; or (2) a change to an Affiliate at the request of the employer. Contact the Caterpillar Benefits Center for more information.

Final Average Monthly Earnings (FAME)

Your Final Average Monthly Earnings is the average of the highest five years of earnings out of your last ten years with the Company as an Eligible Employee and a Participant in the Plan. The “years” used in the calculation end with the last 12 months before you retire or otherwise terminate employment and work backwards in 12-month increments from the date that you retire or otherwise terminate employment. The five of these years that are used don’t have to be consecutive, and the 12-month increments need not coincide with the calendar year. If your period of employment is less than 120 months when you retire or otherwise terminate, your Final Average Monthly Earnings will be based on your entire period of employment as an Eligible Employee and

a Participant. If you have a Break in Service or approved leave, and your last continuous period of employment is less than 120 months, your period of absence will be disregarded for purposes of this calculation (note that special rules apply for Part-Time Employees who are not working but have not officially terminated employment).

Your Final Average Monthly Earnings are based on your “Total Earnings” (as defined in the Glossary at the end of this SPD) while an Eligible Employee and a Participant in the Plan. If you were a Part-Time Employee who first became a Participant in the Plan before January 1, 2003, your Final Average Monthly Earnings can include your Total Earnings paid during your initial Year of Eligibility Service.

If you are a Sunset Participant, your Final Average Monthly Earnings will be calculated as of the earlier of the date you are no longer a Sunset Participant or December 31, 2019. If you are not a Sunset Participant, your Final Average Monthly Earnings will be calculated as of December 31, 2010 or your other determination date, if earlier.

For a Traditional Plan Participant who retires on the first day of January, February, or March, any approved short-term incentive or similar compensation paid in the year of retirement may replace the earliest of the five prior annual payments in the calculation of Total Earnings if such replacement results in a higher FAME for such Participant. Although Final Average Monthly Earnings are generally calculated as of December 31, 2019 for Sunset Participants and December 31, 2010 for all other Participants, this comparison will continue to be performed for Sunset Participants who retire on the first day of January, February or March of 2020 and for all other Participants who retire on the first day of January, February or March of 2011.

Here’s an example: You are a Sunset Participant who retires on April 1, 2017. The last 12 months in the calculation run from April 2016 through March 2017. Your Final Average Monthly Earnings are calculated based on your highest five 12-month periods (April 1 - March 31 of each year) between April 2007 and March 2017.

Calculating Final Average Monthly Earnings			
12-month Period	Earnings	12-month Period	Total Earnings
4/07-3/08	\$37,500	4/12-3/13	\$44,500
4/08-3/09	\$39,500	4/13-3/14	\$46,500
4/09-3/10	\$41,400	4/14-3/15	\$47,800
4/10-3/11	\$43,500	4/15-3/16	\$49,500
4/11-3/12	\$45,200	4/16-3/17	\$51,000
The highest five years are in bold. FAME is the average of the earnings in these years, divided by 12, or \$4,000.			

Note that if you received an incentive check in March 2017, that incentive amount is included as part of your final year’s earnings because it falls within the applicable averaging period. If you

received an incentive check in April 2017, your incentive payment wouldn't be included in your pension calculation.

Vesting

You must satisfy the vesting requirements under the Plan to be entitled to any pension benefit.

“Vesting” is your right to receive a future pension benefit from the Plan – whether or not you continue working for the Company and its Affiliates after you become “vested.” Effective January 1, 2008, your benefit under the Plan becomes “vested” once you have at least three (3) years of Vesting Service or you reach Normal Retirement Age (i.e., age 65 or, if later, the fifth anniversary of your participation in the Plan) during your employment with the Company. Participants who have not completed an Hour of Service after January 1, 2008 are subject to different vesting rules. Please contact the Caterpillar Benefits Center for more information.

Years of Vesting Service	Vested Percentage
Less than 3 years	0%
3 years or more	100%

See the section of the SPD entitled, “Your Service And Salary Are Important” for a description of how your Vesting Service is determined.

Pension Eligibility

If you are a PEP Participant with a vested benefit, you are eligible to receive your pension any time after you leave the Company.

If you are a Traditional Plan Participant and you leave the Company with a vested benefit, the type and timing of your benefit also depends on your age and service at the time that you separate from service. If you leave the Company after your Early Retirement Date, you may elect to receive your pension immediately or wait until a later date.

Type of Retirement	Age, Vesting Service or Participation Requirements
Normal Retirement	Age 65 with 5 years of Plan participation or with 3 years of Vesting Service
Early Retirement	Any age with 30 years of Vesting Service
	Age 55 with the following service requirements: <ul style="list-style-type: none"> • to qualify under the Final Earnings Formula, with 15 or more years of Vesting Service • to qualify under the Credited Service Formula, with age plus Vesting Service equal to 85 or more
	Age 60 with 10 years of Vesting Service
Deferred Vested Retirement	At least 3 years of Vesting Service but terminating employment before meeting any combination of age and service criteria above

For purposes of determining eligibility for your benefit, your Vesting Service **includes** periods earned after December 31, 2019 for Sunset Participants or after December 31, 2010 for all other Participants.

As described in the “How Your Traditional Plan Benefit Is Calculated”, “How Your Pension Equity Benefit Is Calculated”, and “Receiving Your Plan Benefit” sections, the amount of benefit you are eligible to receive varies with your type of retirement and when you elect to commence.

How Your Traditional Benefit Is Calculated

There are two formulas that are used to determine the amount of your monthly pension if you are a Traditional Plan Participant—the Final Earnings Formula and the Credited Service Formula. All of your service up to 35 years applies under the Final Earnings Formula. Only your Credited Service as a Full-Time Employee is considered under the Credited Service Formula. These formulas produce an amount payable as a monthly life annuity at your Normal Retirement Date.

If the Final Earnings Formula produces a larger benefit, your final pension will be the sum of (1) your Credited Service pension, plus (2) that portion of the Final Earnings pension that exceeds your Credited Service pension. If you are not eligible to retire under the Credited Service formula (see the “Pension Eligibility” section, above) your entire benefit will be payable under the Final Earnings Formula. This distinction is important because different Early Retirement factors and other benefit features apply to benefits under the Credited Service Formula and the Final Earnings Formula.

The two components of the Traditional Pension Plan formula are described below:

Final Earnings Formula

The Final Earnings Formula produces a lifetime monthly pension equal to the excess of a percentage (generally 1.5%) of your Final Average Monthly Earnings times your Years of Service as an Eligible Employee and a Participant in the Plan (up to 35 years) over your Credited Service Formula benefit.

Credited Service Formula

The Credited Service Formula produces a lifetime monthly pension, payable at your Normal Retirement Date, equal to your Credited Service earned while an eligible Full-Time Employee and a Participant in the Plan, multiplied by the basic pension rate and supplemental pension rate:

The **basic pension rate** is \$43.35 if you retire on or after January 1, 2010. The basic pension rate may be adjusted by the Company from time to time.

The **supplemental pension rate** is determined under the table listed under Appendix B based on the class in which you were a member for the longest period of time within the 2-year period ending with your retirement or termination date.

Your benefit will be calculated based on your service and FAME accrued as of December 31, 2019 if you are a Sunset Participant, or as of December 31, 2010 if you are not a Sunset Participant, or your other determination date, if earlier.

See “Your Service And Salary Are Important” for a description of how your Credited Service, Years of Service and Final Average Monthly Earnings are determined.

Example:

The following is an example of how the Credited Service Formula and Final Earnings Formula are combined to determine your Traditional benefit.

Credited Service Formula		Final Earnings Formula	
Credited Service as a Full-Time Employee	36.0000	Years of Credited Service	35.0000
Pension Rate:			<i>times</i>
Basic Rate	43.35	Final Average Monthly Earnings	\$4,000.00
Supplemental Rate	<u>7.00</u>		<i>times</i>
Total Pension Rate	50.35	Final Earnings Percentage	1.50%
Credited Service Formula calculation	\$1,812.60	Final Earnings Formula calculation	\$2,100.00
Traditional Benefit Payable			
Credited Service Benefit			\$1,812.60
Final Earnings Benefit (FE Formula amount in excess of CS Formula amount)			287.40
Total Traditional Benefit payable per month at age 65			\$2,100.00

Pension Equity Plan (PEP) Participants

If you were a Traditional Plan Participant and elected to become a PEP Participant, your PEP election became effective July 1, 2003. Your benefit for service before July 1, 2003 is determined under the applicable Traditional Plan Formula, as though you had terminated employment on that date. That means that none of your service or earnings on or after July 1, 2003 will affect the amount of your Traditional Plan benefit, although your Vesting Service will continue to count in determining whether you are entitled to receive an Early Retirement pension under the Traditional Plan when you retire.

How Your Pension Equity Benefit Is Calculated

The PEP formula produces a single lump sum benefit based on your salary, Vesting Service and Credited Service. The lump sum benefit is equal to your Final Average Monthly Earnings (FAME), multiplied by 12 to obtain an annual amount, multiplied by the sum of the percentages determined below based on your Vesting and Credited Service.

Your benefit under the PEP formula accrues for each year of Credited Service beginning on or after July 1, 2003. The accrual rate depends on your Vesting Service, including periods both before and after July 1, 2003, as shown in the following table:

While Your Vesting Service Is...	Your Multiplier Is the Sum of...
5 or fewer years of Vesting Service	4% per year of corresponding Credited Service
More than 5 and up to 10 years of Vesting Service	5% per year of corresponding Credited Service
More than 10 and up to 15 years of Vesting Service	7% per year of corresponding Credited Service
More than 15 and up to 20 years of Vesting Service	8% per year of corresponding Credited Service
More than 20 years of Vesting Service	9% per year of corresponding Credited Service

Your benefit will be calculated based on your service and FAME accrued as of December 31, 2019 if you are a Sunset Participant, or as of December 31, 2010 if you are not a Sunset Participant, or your other determination date, if earlier.

See “Your Service And Salary Are Important” for a description of how your Vesting Service, Credited Service and Final Average Monthly Earnings are determined.

Example:

The following is an example of how the PEP formula is used to calculate your PEP benefit.

For a Participant with 15 years of Vesting Service and Credited Service and FAME = \$4,000:		Multiplier Is:
Vesting Service 1-5	5 years of Credited Service	5 x 4% = 20%
Vesting Service 6-10	5 years of Credited Service	5 x 5% = 25%
Vesting Service 11-15	5 years of Credited Service	5 x 7% = 35%
Total Multiplier:		80%
Lump Sum PEP Benefit		
80% x 4,000.00 x 12 =		\$38,400.00

Your PEP benefit is expressed as a lump sum. If you want to receive your PEP benefit in an annuity form of payment, your lump sum under the PEP formula is then converted into a lifetime monthly

pension using actuarial factors and interest rates contained in the Plan. See the “How Benefits are Paid” section for information on the options available.

If you were covered under the Traditional Pension Plan before January 1, 2003 and elected to become a PEP Participant, your Traditional Plan benefit, as described earlier, was frozen as of June 30, 2003 and your PEP benefit began to accrue. The PEP benefit accrual rate is determined utilizing your Vesting Service - including periods before you elected to become a PEP Participant - and your Credited Service earned on and after July 1, 2003. The total benefit payable to you at your retirement or other termination from employment will include both your frozen Traditional Plan and your PEP benefit. See the “Receiving Your Plan Benefit” section for more information.

How Disability Affects Your Pension

If you became unable to work for an extended time because of Total and Permanent Disability, you may have become entitled to a Disability Pension benefit. On or after January 1, 2003, Total and Permanent Disability is defined as a disability which entitles you to Social Security disability benefits.

Service Credited While On Disability Leave For All Employees

You continue to earn Credited Service and Years of Service for purposes of calculating your pension benefit and Vesting Service for purposes of determining if you are entitled to Early Retirement while you are on an approved disability leave from the Company by reason of a Total and Permanent Disability. If your disability leave of absence starts on or after January 1, 2006, your additional Credited Service, Years of Service, and Vesting Service while on disability leave will begin on the first day of the month following the later of (i) the twelfth month following the month in which your Total and Permanent Disability occurs, and (ii) the date on which you provide to the Company written determination that you are eligible for disability benefits from the Social Security Administration. Additional Credited Service, Years of Service and Vesting Service will end at the earliest of:

- the end of the month in which your 65th birthday occurs,
- the date you recover from your disability,
- your death,
- the date you elect to begin receiving benefits from the Plan, other than the Disability Pension described below for non-management employees, or
- December 31, 2019 for Sunset Participants and December 31, 2010 for all other Participants.

This additional Credited Service, Years of Service and Vesting Service continues while you are on disability leave even if you are receiving the Disability Pension described below. Credited Service earned while on disability leave does not count for purposes of determining if you are entitled to the Disability Pension.

Retirement After Disability

You may have qualified for a Disability Pension if your last day worked was due to a disability that you incurred prior to January 1, 2011, that resulted in your Total and Permanent Disability.

When you reach your Normal Retirement Date, your Disability Pension, if applicable, will stop and your Normal Retirement Benefit, reflecting any additional service earned while on disability leave, will begin. If you are a Traditional Plan Participant, your retirement benefit will be calculated as follows:

- Under the Credited Service Formula, any Credited Service earned during your period of disability will be added to the amount of Credited Service you had at the time you became

disabled. The total Credited Service will be multiplied by the basic pension rate in effect on your last day worked.

- Under the Final Earnings Formula, your retirement benefit will be calculated at the end of your disability leave of absence, counting your Years of Service earned at the time your disability began plus any Years of Service earned while on disability leave. The earnings used to determine your pension benefit under the Final Earnings Formula will be at the same rate of pay as in effect when your pay stopped because of the disability.

Even prior to your Normal Retirement Date, it may be advantageous for you to elect Early Retirement. Refer to the section “Pension Eligibility” to see when you become eligible for an Early Retirement pension based on your years of Vesting Service (including any additional Vesting Service earned during your disability leave as described above). If you are a Traditional Plan Participant, your Early Retirement pension will be determined based on your Credited Service and Years of Service (including any additional Credited Service and Years of Service earned during your disability leave as described above), the basic and supplemental pension rates in effect on your last day worked, and, if applicable, a reduction for early commencement.

Note that your Disability Pension will reduce any long-term disability benefits for which you may be eligible under the Caterpillar Inc. Employee Health, Life and Disability Benefit Program (for more details on disability benefits under the Caterpillar Inc. Employee Health, Life and Disability Benefit Program, please refer to the SPD for that plan). If you recover from your Total and Permanent Disability, your Disability Pension will end at the end of that month.

Receiving Your Plan Benefit

The Plan is designed to provide you with retirement income. Therefore, you do not have any option to receive your Plan benefit while you are actively employed by the Company, or its Affiliates. When you terminate employment with the Company, you will have options regarding how and when to receive your Plan benefit. The timing and options available to you will depend on whether you are a Traditional Plan Participant or a PEP Participant.

- If you are a Traditional Plan Participant, you can elect to receive your pension as of the first day of any month after your termination of employment and satisfaction of the retirement criteria outlined in the section “Pension Eligibility”.
- If you are a Pension Equity Plan Participant, you can elect to receive your pension as of the first day of any month after your termination of employment, provided you have met the Plan’s vesting requirements.

Automatic Distribution (Cash Out) of DeMinimus Benefit

If the present value of your vested benefit is \$5,000 or less when you terminate employment, you will receive a lump sum payout when you leave the Company. This payout is in lieu of any other form of payment under the Plan. You may choose to roll over this lump sum payout to another type of eligible retirement plan or traditional IRA. If the present value of your pension exceeds \$1,000 and you do not make an affirmative election to receive cash or to rollover your benefit, your benefit will be paid in a direct rollover to an IRA designated by the Plan Administrator and invested in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity. All fees and expenses attendant to such account will be paid from your account. For more details, please contact the Caterpillar Benefits Center.

Applying for Your Plan Benefit

If the present value of your benefit is more than \$5,000, you can elect to commence your benefit on or after the date you satisfy the eligibility conditions described in the “Pension Eligibility” section. You must apply for your benefit in advance of your selected benefit commencement date. You can apply up to 90 days in advance or up to the day before, but you should try to apply at least 60 days before you want to begin receiving payments to allow time to process your application and authorize your benefits. You can change your distribution options or cancel your application for benefit commencement at any time prior to your selected commencement date. Upon your selected benefit commencement date, your distribution options and your commencement are irrevocable.

You may initiate the application process by contacting the Caterpillar Benefits Center via internet access at http://resources.hewitt.com/cat or by calling (877) 228-4010 or (718) 354-1345 (outside the U.S.).
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Your benefit commencement date will be the first day of the month you elect. The amount of your pension will be affected by your selection of commencement date. If you choose a monthly

payment option, your pension checks or electronic deposits will arrive on or about the first **business day** of each month.

Normal Retirement Benefit

You are entitled to receive your Normal Retirement Benefit at your Normal Retirement Date.

Early Retirement Benefit

You may prefer to retire before your Normal Retirement Date. The Plan allows you to retire earlier than your Normal Retirement Date if you satisfy the age and service requirements described below. If you meet any of these requirements, your Early Retirement Benefit will be determined in the same manner as your Normal Retirement Benefit, but may be permanently reduced to reflect the longer expected payment period if you are under age 62 when you commence payment.

Credited Service Formula. An Early Retirement pension can be paid under the Credited Service Formula only if:

- you retire on or after reaching age 60 and after completing at least 10 years of Vesting Service,
- you retire on or after reaching age 55 and the number of your years of Vesting Service plus your age equals at least 85 (known as the “Rule of 85”), or
- you retire after completing at least 30 years of Vesting Service.

If you elect Early Retirement after reaching age 60 with 10 years of Vesting Service, your pension under the Credited Service Formula will be reduced by 6% for each year (or ½% each month) that payments start before age 62 to reflect the longer payment period.

You may also be eligible for an additional pension payment as an “Additional Early Retirement Allowance (AERA),” which is described below.

Final Earnings Formula. An Early Retirement pension can be paid under the Final Earnings Formula only if:

- you retire on or after reaching age 60 and after completing at least 10 years of Vesting Service,
- you retire on or after reaching age 55 and after completing at least 15 years of Vesting Service, or
- you retire after completing at least 30 years of Vesting Service.

If you elect Early Retirement after meeting any of the age and service requirements listed above, your pension under the Final Earnings Formula will be reduced by 4% for each year (or ⅓% each month) that payments start before age 62 to reflect the longer payment period.

PEP Participants: If you are a PEP Participant but you have a Traditional Plan benefit from your service before July 1, 2003, your Vesting Service earned after July 1, 2003 continues to count in determining whether you are eligible for Early Retirement under the above rules. If you are eligible for Early Retirement, your “frozen” Traditional Plan benefit is paid as described above. If you elect to receive your pension before you are eligible for Early Retirement (i.e. you leave before age 55 or you do not have enough Vesting Service), or you elect to receive a lump sum benefit, different actuarial factors and interest rates will apply. The interest rate and actuarial factors will depend on the terms of the Plan in effect at the time of distribution and may be less favorable than the factors used for Early Retirement reduction under the Traditional Plan.

Additional Early Retirement Allowance

If you are a Full-Time Employee and you retire before your age 62, you may be eligible for an Additional Early Retirement Allowance (AERA) under the Credited Service Formula. This additional payment may be payable until the earlier of the date you reach age 62 and 1 month (or age 62 if your birthday falls on the first or second day of the month) or you become eligible for Social Security Old-Age benefits. After AERA stops, you will continue to receive your lifetime pension as described above. **No AERA is paid if you are terminated for cause or before you are eligible for Early Retirement.**

AERA is applicable if you elect Early Retirement, are eligible for a pension under the Credited Service Formula, and your total pension payments are less than the specified AERA target. If you have at least 30 years of Credited Service, AERA payments are made to increase your basic monthly pension to \$2,800 for retirements on or after January 1, 2010. If you have less than 30 years of Credited Service, the AERA target if you retire at age 60 or above is \$93.33 times your years of Credited Service. If you retire under age 60 and have less than 30 years of Vesting Service, the \$93.33 amount is reduced by \$0.85 for each month you retire under age 60.

AERA pays the difference between your actual Early Retirement pension (before adjustment for the benefit option you select) and the AERA target above. Payments are reduced for:

- Social Security disability benefits you are eligible to receive before age 62, and
- an amount necessary so that the total pension benefit you receive with AERA does not exceed 80% of your final monthly base pay.
- AERA payments stop when you are first eligible for Social Security Old-Age benefits (at age 62, if your birthday is on the first or second day of the month, otherwise when you are 62 and 1 month). Your monthly base pension would, of course, continue for the rest of your life.

If you are receiving AERA and are reemployed, your AERA will be reduced by the amount of additional monthly retirement income earned by you during the period of reemployment. In addition, you cannot qualify for any additional AERA benefits during such reemployment.

To be eligible for AERA, you must file your application for a pension no later than two years after the last day you work for the Company. If your total monthly pension benefits, including your AERA, would be more than 80% of your final monthly base pay, your AERA will be reduced by the amount over 80%.

AERA is not considered in calculating a Spouse's survivor pension from the Plan.

You are not eligible for AERA if you are a PEP Participant (even if you have a frozen Traditional Plan benefit), if your Early Retirement pension exceeds the AERA target when you retire, or if you leave the Company before becoming eligible for Early Retirement under the Credited Service Formula.

Deferred Vested Pension

If you are vested in the Plan and leave the Company before becoming eligible to retire, you qualify for a deferred vested pension under the Traditional Plan. Your deferred pension is calculated utilizing the same formulas outlined in the "How Your Traditional Plan Benefit Is Calculated" section and your Credited Service, Vesting Service and Final Average Monthly Earnings determined as of the day you actually terminated employment with the Company.

You may begin payment of your deferred vested pension once you reach your Normal Retirement Date. Or, you may choose to have your pension paid beginning on the first day of any month after you would otherwise have been eligible to retire under the Plan. Note that you do not need to satisfy the age requirements at the time that you terminate employment, rather, you can "age into" earlier payment of your deferred vested benefit following your termination.

If you choose to have your pension paid before you reach age 65, your deferred pension will be reduced to reflect the longer expected payment period by the lesser of 6% for each year (or ½% for each month) that it is paid before your age 65, or an amount that will result in the benefit being the actuarial equivalent of the Normal Retirement benefit using actuarial factors and interest rates in effect under the Plan at the time of distribution.

Postponed Retirement

If you work at the Company beyond your Normal Retirement Date, your postponed retirement date will be the first day of the month on or after the date you separate from employment. You cannot receive a pension while you are actively employed, but you will continue to earn additional service and adjustments to Final Average Monthly Earnings toward your monthly pension benefit even after your Normal Retirement Date if you are a Sunset Participant.

If you work past age 70 ½, your Traditional Plan pension will be the greater of (1) the pension you earn based on your service and Final Average Monthly Earnings earned both before and after your Normal Retirement Age, or (2) the value of your pension earned as of your age 70 ½ (disregarding service and FAME earned after age 70 ½), actuarially increased for benefit payments you forego during your months of service after your age 70 ½.

Payment Following Termination of Employment – PEP Participants

If you are a PEP Participant and you have met the vesting requirements of the Plan, you may elect to commence your Plan benefit on the first of any month following your termination of employment regardless of your age and service.

Your PEP benefit is expressed as a single sum amount, but you may elect to receive your benefit as either a lump sum or a monthly annuity as described in the “How Benefits Are Paid” section. Your lump sum PEP benefit at termination is converted to a Normal Retirement annuity—that is a monthly pension benefit beginning at age 65 – and used to determine your options at other retirement dates. While the lump sum PEP benefit may fluctuate over time, the value of that age 65 annuity can never go down after you leave employment with the Company. If you defer payment of your benefit beyond your termination of employment, your benefit will be reconverted to a lump sum and monthly annuity options using actuarial factors and interest rates in effect under the Plan at the time of distribution. If you elect to receive your lump sum benefit on the first day of one of the first three months after you leave employment with the Company and you are an employee whose benefit was frozen as of December 31, 2010 or whose benefits will be frozen as of December 31, 2019, the lump sum value of your PEP benefit will not be less than the value as of the date your benefit was frozen under the Plan.

Combination Traditional Plan Participant and PEP Participant

If you have both a Traditional Plan benefit and PEP benefit, generally you may elect to receive your entire benefit as of the first of any month following your termination of employment as a lump sum or monthly annuity or a combination of the two. If you are eligible for Early Retirement under the Traditional Plan and you elect to receive your Traditional Plan benefit as an annuity, the Early Retirement reduction factors under the Traditional Plan will apply to that portion of your pension. These Early Retirement reduction factors may be more favorable than the actuarial factors that apply in converting Traditional Plan benefits to a lump sum.

The options described above do not apply to you if you were eligible to participate in the election period in 2003 and did not choose to become a PEP Participant, but you later experienced a Break in Service and reentered the Plan as a PEP Participant. In this case, your Traditional Plan benefit and your PEP benefit are each subject to the separate rules applicable to that formula.

Deferring Payment of Your Benefit

You don't have to begin taking your pension benefit at your earliest eligibility date. You may elect to defer payment to a later date, but not later than:

- your Normal Retirement Date (or your Postponed Retirement Date, if applicable) for Traditional Plan Participants or
- age 70 ½ for PEP Participants.

Retroactive Annuity Starting Date

In certain situations, you may elect to receive your Normal or Early Retirement benefits, including any adjustment for AERA, commencing as of a retroactive annuity starting date. You are eligible for this election if you applied for an annuity form of distribution and you did not receive the plan's explanation of the normal form of distribution applicable to you before the benefit commencement date specified in your application (which must be after the month in which you file your application). The retroactive annuity starting date is the benefit commencement date originally

specified in your application, rather than the date benefits actually commence. If you elect a retroactive annuity, you will be entitled to receive your pension determined as of the retroactive annuity starting date, plus you will receive a one-time supplemental payment equal to the missed monthly payments between the retroactive annuity starting date and the date payments actually commence, together with a reasonable interest adjustment for the missed payments. If you are married and if the survivor benefit at the retroactive annuity starting date is less than the survivor benefit calculated at the actual benefit commence date, your Spouse at the time benefits commence must consent to your election on a form supplied by the Company and his or her consent must be notarized. For more details, please contact the Caterpillar Benefits Center.

Benefit Limitations

The maximum benefit that is payable as monthly installments under the Plan is subject to an annual limitation. For 2017, this limit is \$215,000. There are also limitations on the amount of compensation that can be recognized in each calendar year for determining benefits. These limitations are adjusted periodically by the Internal Revenue Service.

How Benefits Are Paid

You have several options for payment of your Plan benefit. Your payment election will determine how long and to whom your benefit is paid, as well as the amount of each payment. The value of your benefit under all options is actuarially equivalent to the amount determined by the Plan formula. However, the payment amounts will vary to reflect the differing streams of payment under each option. Your election of payment form becomes irrevocable on your selected benefit commencement date.

You can compare the value of the options available to you at various dates and assumptions by contacting the Caterpillar Benefits Center at 877-228-4010 or via the UPoint™ website at <http://resources.hewitt.com/cat>.

If the present value of your benefit is \$5,000 or less, you may receive an immediate single sum payment following your termination of employment, subject to certain conditions. For additional details, please see “Automatic Distribution (Cash Out) of DeMinimus Benefit”.

Except as otherwise specified herein, detailed in the “Same-Sex Domestic Partners” section, or as prohibited by applicable law, when used in this section, the terms “married” and “Spouse” include a relationship with a Same-Sex Domestic Partner.

Summary of Distribution Options Under the Plan

The following summarizes your distribution options. Please see the descriptions below for further detail on each option.

Distribution Option:	What You Receive:	What Your Beneficiary Receives:	Availability:
Single Life Annuity	A monthly annuity benefit for your life.	Nothing. Payments stop at your death.	Normal form for single Participants, available to all.
Qualified Joint & 50% Survivor Annuity	A reduced monthly annuity benefit for your life.	50% of the amount payable to you payable for his or her lifetime.	Normal form for Final Earnings Formula benefit for married Participants.
Qualified Joint & 55% Survivor Annuity	A monthly annuity benefit for your life.	55% of the amount payable to you payable for his or her lifetime.	Normal form for Credited Service Formula benefit for married Participants.
Contingent Annuitant Option	A reduced monthly annuity benefit for your life.	A percentage (50%, 75% or 100%) of the amount payable to you payable for his or her lifetime.	Available to all Participants.

Distribution Option:	What You Receive:	What Your Beneficiary Receives:	Availability:
Ten Years Certain Option	A reduced monthly annuity benefit for your life.	100% of the amount payable to you through the end of the ten-year guaranteed period. (Nothing if you die after ten years.)	Available to all Participants.
Lump Sum Option	A single lump sum payment.	Nothing. The lump sum is your total Plan benefit.	Available to PEP Participants only or upon automatic distribution.

Once benefit payments start, your election cannot be changed or revoked, and you cannot change your Beneficiary, even if he or she dies before you or if you get divorced (except, see the Qualified Joint & 55% Survivor Annuity Option below).

Normal Form of Distribution

If you are not married when payments begin, you will receive a Single Life Annuity unless you elect another form of payment. If you are married when payments begin, you will receive the Qualified Joint & 50% Survivor Annuity (or the Qualified Joint & 55% Survivor Annuity if you qualify) unless you elect another form of payment with your Spouse's consent, if applicable. If you are a PEP Participant, these automatic forms of payment also apply to you unless you affirmatively elect a lump sum, as described below.

Single Life Annuity Option

If you are not married when you commence, you will receive your benefit as a Single Life Annuity unless you elect another option.

The Single Life Annuity provides a monthly annuity payment during your lifetime, with no amount payable to any Beneficiary after your death. If you are married when you commence, you may elect to receive your benefit as a Single Life Annuity, but your election must include the consent of your Spouse, as described below.

Qualified Joint & 50% Survivor Annuity

If you are married when you commence, you must provide at least 50% of your pension to your Spouse as a survivor benefit, unless your Spouse consents to your waiver of this benefit.

The Plan provides a Qualified Joint & 50% Survivor Annuity (also referred to as Joint and Survivor Minimum Annuity) benefit for any Participant who retires married with a pension payable under either the Traditional Plan or PEP. It consists of a joint annuity payable to you and your Spouse for your lifetime. If you die and your Spouse survives you, 50% of the monthly amount you were receiving during your life continues to your Spouse for his or her life. If a portion of your benefit

is paid under the Qualified Joint & 55% Survivor Annuity (because some but not all of your benefit is calculated under the Credited Service Formula), your total annuity will be adjusted so that it pays the percentage necessary to bring the total surviving Spouse's benefit to 50% of the pension benefit paid to you.

If you choose not to take the Qualified Joint & 50% Survivor Annuity, you may elect one or more of the other optional forms of pension available under the Plan. Your Spouse must consent in writing to your election, and the consent must be notarized.

Qualified Joint & 55% Survivor Annuity Option

The Qualified Joint & 55% Survivor Annuity (also referred to as 55% Joint and Survivor Annuity Pop-Up) is available for the portion of your pension for which you are eligible under the Credited Service Formula. Under this option, if you die, your surviving Spouse would receive a benefit equal to 55% of the Credited Service pension you were receiving. To be eligible, you must meet the requirements for a Credited Service Formula benefit, which could include a frozen Traditional Plan benefit under PEP.

The only Beneficiary you may designate under this option is your Spouse. If you and your Spouse have been married for at least one year on the date the first pension payment is made to you, the Qualified Joint & 55% Survivor Annuity will be in effect on that date. If you and your Spouse have been married for less than one year on the date the first pension payment is made to you, the Qualified Joint & 55% Survivor Annuity will become effective on the first day of the month after you have been married for one year.

If (i) your Spouse pre-deceases you after you start receiving benefits in this form, or (ii) you are divorced, this payment form may be cancelled as of the first day of the third month following the date you notify the Plan Administrator in writing (but, in the case of a divorce, only to the extent your former Spouse consents to the cancellation). If the Qualified Joint & 55% Survivor Annuity form is cancelled, you will start receiving benefits as a Single Life Annuity. If you were unmarried at commencement, or if your Qualified Joint & 55% Survivor Annuity is cancelled as described above and you subsequently remarry, you may elect this form with your new Spouse effective on the later of (i) the first day of the month following your one-year marriage anniversary or (ii) the first day of the third month following the month you notify the Plan Administrator and provide the required forms and documentation.

Single Life Annuity

If you are not married when you commence, you will receive your benefit as a Single Life Annuity unless you elect another option.

The Single Life Annuity provides a monthly annuity payment during your lifetime, with no amount payable to any Beneficiary after your death. If you are married when you commence, you may elect to receive your benefit as a Single Life Annuity, but your election must include the consent of your Spouse, as described below.

Contingent Annuitant Option

The Contingent Annuitant Option (also referred to as a Joint and Survivor Annuity) provides a monthly annuity during your lifetime, with a percentage of that annuity as specified by you -- 50%, 75% or 100% -- to be paid to your contingent annuitant (Beneficiary) after your death for the rest of his or her life. Your Beneficiary could be your Spouse, or it could be someone else. If you are married and your contingent annuitant is not your Spouse, your written election must include the consent of your Spouse, as described below.

Once benefit payments start, your election cannot be changed or revoked, and you cannot change your Beneficiary, even if he or she dies before you.

Ten Years Certain Option

The Ten Years Certain Option (also referred to as Ten Years Certain and Life Option) provides a monthly annuity for your life, with payments guaranteed for a ten-year period. The ten-year guaranteed period may not exceed your life expectancy (if single) or the joint life expectancy of you and your Beneficiary. Your Beneficiary could be your Spouse, or it could be someone else. If you are married, your written election must include the consent of your Spouse, as described below.

If you die before the guaranteed ten-year period is over, payments continue to your Beneficiary until the end of the guaranteed period. If your Beneficiary dies before the guaranteed period is over, any remaining guaranteed payments continue to your Beneficiary's estate. If you live longer than the ten-year guaranteed period, you'll still receive your pension for your lifetime, but nothing is paid to your Beneficiary after you die.

Once payments start, the Ten Years Certain Option cannot be changed or revoked. You can, however, change your Beneficiary at any time. If you die before all of your guaranteed payments have been made, but you have not designated a Beneficiary or your Beneficiary died before you, any remaining guaranteed payments will go to your estate. If your Beneficiary begins receiving payments after your death and then dies within the guaranteed ten-year period, any remaining guaranteed payments will continue to your secondary (contingent) Beneficiary, if you named one. If not, payment will be made to the Beneficiary's estate.

Lump Sum Payment

A lump sum payment is available only if you are a PEP Participant or if the entire value of your benefit does not exceed \$5,000. If you are a PEP Participant, you can elect a lump sum with respect to your entire benefit, or you can elect to receive only the PEP portion of your account in a lump sum, and the value of your frozen Traditional Plan benefit in one of the annuity forms described above. Your PEP benefit and frozen Traditional Plan benefit must commence at the same time, although the method of payment may be different.

Election of a lump sum payment of your frozen Traditional Plan benefit may not maximize your benefit because the value of the lump sum benefit will not reflect any “added” value that would otherwise apply if you were eligible for any Early Retirement subsidy or the Qualified Joint & 55% Survivor Annuity.

If you are married, your lump sum election must include the consent of your Spouse, as described below.

If you elect a lump sum, you may choose to have it:

- directly rolled over into another qualified plan, rollover IRA, 403(b) account or governmental 457 account.
- paid directly to you.
- paid in a combination of a rollover and direct payment to you.

If you receive a lump sum payment paid directly to you, a 20% mandatory withholding tax is taken from the taxable amount of the lump sum. Additional taxes may apply to your lump sum payment if you don't choose a rollover. If you receive your lump sum before you reach age 59-½, you may owe an additional 10% tax on the taxable portion of the benefit. However, if you are age 55 or older in the calendar year in which you terminate, the 10% tax penalty does not apply to your lump sum payment. Depending on your circumstances, you may be eligible for special tax treatment on your lump sum payment. See your tax advisor for more information.

Benefit Calculation Based on Distribution Options

Your Traditional Plan benefit is determined by formula as a Single Life Annuity, which pays benefits only as long as you live. Your benefit is reduced if it is paid under another form that continues to pay benefits to your Spouse or another Beneficiary after your death. This reduction is intended to account for the fact that payments must either cover the lives of two people or the guarantee of payment over a certain period of time.

If you are eligible for the Qualified Joint & 55% Survivor Annuity, this benefit will typically be payable without reduction. However, if your Spouse is more than 10 years younger than you, a reduction will be made of ½% for each additional full year more than 10 that your Spouse is younger than you. For example, if your Spouse is 11 but less than 12 years younger, your pension will be reduced ½%. If your Spouse is 12 years younger than you, it will be reduced 1%; 13 years younger, reduced 1 ½%; etc.

Your PEP benefit is expressed as a lump sum. If you elect to receive your PEP benefit in an annuity form of payment, your lump sum under the PEP formula is then converted into a lifetime monthly pension using actuarial factors and interest rates contained in the Plan. As described above, your benefit is reduced if it is paid in a form other than a Single Life Annuity.

If Spousal Consent Is Required

If you are married and you want to either (1) receive your benefits in a lump sum, or in an annuity form other than the Qualified Joint & 55% Survivor Annuity, the Qualified Joint & 50% Survivor Annuity or a Contingent Annuitant Option providing a 50% or greater survivor annuity to your Spouse, or (2) designate someone other than your Spouse as your Beneficiary, your Spouse must consent to your election on a form supplied by the Plan Administrator when benefits commence. Your Spouse's consent must be notarized. Your Spouse's consent is voluntary and your Spouse cannot be required to give his or her consent. If your Spouse does consent, then that consent is irrevocable.

<p>The spousal consent requirement applies only to a Spouse recognized for federal tax law purposes. A Participant with a Same-Sex Domestic Partner may elect any of the optional forms of benefits without the consent of his or her Same-Sex Domestic Partner.</p>
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Death And Survivorship Benefits

If you die after earning at least three years of Vesting Service with the Company, your Beneficiary may be eligible for a survivor benefit. If you are a Traditional Plan Participant, only your surviving Spouse (to whom you were married for at least one year) is entitled to a survivor benefit. If you are a PEP Participant, you may designate a Beneficiary other than your Spouse to receive your benefits when you die (but only if your Spouse consents).

Except as otherwise specified in this section or the “Same-Sex Domestic Partners” section, below, or as prohibited by applicable law, when used in this section, the terms “married” and “Spouse” include a Same-Sex Domestic Partnership and Same-Sex Domestic Partner.

If You Die After Your Annuity Starting Date

If you die after your annuity starting date, survivorship benefits, if any, will be payable in accordance with the form of the benefit distribution option you elected.

If You Die Before Your Annuity Starting Date - Traditional Plan

If you are a Traditional Plan Participant and have at least three years of Vesting Service, your surviving Spouse will receive a survivor benefit in an amount calculated below. In order for your Spouse to be eligible for a benefit, you must have been married at least one year before your death.

If you die after becoming eligible for Early Retirement, your survivor benefit is equal to the benefit your Spouse would have been entitled to receive under the Qualified Joint & 50% Survivor Annuity if you retired on the day before your death. This amount is reduced by any applicable Early Retirement factors if you were younger than age 62 when you died.

Your Spouse’s benefits can begin on the first day of the calendar month following your death and continue for his or her lifetime. Your Spouse may choose to defer receiving a benefit until a later date, including when you would have attained Normal Retirement Age. If your Spouse defers payment, the benefit would be re-calculated using the Early Retirement reduction factors (if any) in effect at that time.

If you die before the annuity starting date but after electing a survivor annuity with your Spouse as the Beneficiary, your surviving Spouse (if you’ve been married at least one year at the time of your death) will receive the greater of (a) the survivor benefit under the option you elected, or (b) the survivor benefit your Spouse would have been entitled to receive under the Qualified Joint & 50% Survivor Annuity.

If you die before becoming eligible for Early Retirement with a deferred vested pension, your survivor benefit is equal to 50% of the deferred vested pension benefit earned through the date you died, calculated as a single life annuity. Your deferred vested pension is calculated on the same basis as your Normal Retirement benefit, but is reduced by 6% for each year (or ½% for each month) that it is paid before you would have reached age 65.

Your Spouse's benefits can begin as early as the first day of the calendar month on or after the date you die, or the date you would have reached Early Retirement Age, whichever is later. Your Spouse may choose to defer receiving a benefit until a later date, including the date you would have reached Normal Retirement Age. If so, the benefit would be recalculated using the reduction factors for early commencement of a deferred vested pension in effect at that time. Benefits continue for your Spouse's lifetime.

If You Die Before Your Annuity Starting Date - PEP

If you are a PEP Participant and you die with a vested benefit before your pension payments commence, your Spouse (or other designated Beneficiary) will receive a lump sum benefit equal to your Pension Equity Plan balance determined as of the first day of the month following your death, including the value of any frozen Traditional Plan benefit. The lump sum will be paid as soon as administratively possible after your death.

In lieu of a lump sum payment, your Spouse may elect to receive a series of annuity payments. The annuity payments will begin on any date your Spouse elects (but not later than the date you would have reached age 65) and will continue until your Spouse's death. Alternatively, your Spouse may choose to defer receiving a lump sum payment until a later date, but not later than the date you would have attained age 65. If so, the lump sum benefit is converted to a Normal Retirement annuity payable when you would have reached age 65 and then converted back to a lump sum using actuarial factors and interest rates in effect under the Plan at the time of distribution. As a result, a deferred lump sum benefit may go up or down in value.

If you are a PEP Participant, you can name any Beneficiary you want before your retirement. However, if you are married, you can select a Beneficiary other than your Spouse only if you are age 35 or older. In order to designate a non-Spouse Beneficiary, you will need your Spouse's written consent, which must be notarized. Only a lump sum death benefit can be paid to a non-Spouse Beneficiary.

If you don't have a designated Beneficiary when you die, your benefit will be paid as follows:

- If you're married at the time of your death, your benefit will be paid to your Spouse.
- If you're single, your benefit will be paid to your estate.

Payments to your Spouse or other Beneficiary are immediately available under PEP following your death, and they will begin after your Beneficiary applies for them.

<p>Only a Spouse recognized for federal tax law purposes must consent to the designation of another Beneficiary for the PEP pre-retirement death benefit. A Participant with a Same-Sex Domestic Partner may designate another Beneficiary without the consent of his or her Same-Sex Domestic Partner. Additionally, only a Spouse recognized for federal tax law purposes may elect to defer the payment of death benefits or to receive death benefits as an annuity.</p>
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Reviewing Your Beneficiary Designation

You should review your designation of Beneficiary from time to time, particularly if you have a major life event like getting married or divorced, or if your Spouse dies. When you get married, any prior designation will no longer be effective without your Spouse's consent, as described earlier.

Same-Sex Domestic Partners

The Plan will, except as provided below or noted elsewhere in this SPD, offer benefits for a Participant with a Same-Sex Domestic Partner that are essentially the same as the benefits for a married Participant.

Effectively, then, when reading this SPD, anywhere the word “spouse” or “married” or “marriage” appears, you should read these words to include a Same-Sex Domestic Partner and the legal relationship between a Participant and his or her Same-Sex Domestic Partner.

Federal law, however, requires the following:

- Only a Spouse recognized for purposes of federal law must consent to a married Participant’s election of any optional form of benefits other than the Qualified Joint & 50% Survivor Annuity Benefit or the Qualified Joint & 55% Survivor Annuity Benefit (whichever is applicable). A Participant with a Same-Sex Domestic Partner may elect any of the optional forms of benefits without the consent of his or her Same-Sex Domestic Partner.
- Depending on the age difference between you and your Same-Sex Domestic Partner, additional reductions may be required under the survivor annuity benefits to ensure that benefits do not exceed a maximum amount set by law for non-spousal beneficiaries. Please contact the Caterpillar Benefits Center for additional information.
- Special timing and payment rules apply to benefits paid to a Same-Sex Domestic Partner. Specifically, a Same-Sex Domestic Partner’s benefits must commence as soon as administratively practicable following the death of the Participant and the actuarial factors used to calculate benefits must be the factors used for non-spousal beneficiaries.
- A Same-Sex Domestic Partner does not have the ability to enforce a domestic relations order against the Plan.

If You Leave And Are Rehired

If you retired or terminated your employment with the Company and are rehired after December 31, 2010, you will not resume active participation in the Plan. This means that you will earn no additional Credited Service, Years of Service or benefits under the Plan. You will, however resume accrual of Vesting Service for determining whether or when you become eligible for any benefit earned prior to your Break in Service, subject to section “Special Rules Applicable to Service”.

When Benefits Are Not Payable

There are some situations when benefits are not payable from the Plan. Here are the most important:

- If you leave the Company before Normal Retirement Age and before completing at least three years of Vesting Service, no benefits are payable from this Plan.
- If you die before becoming vested, no benefit is payable to your Spouse, Same-Sex Domestic Partner or other Beneficiary from this Plan.
- If you are a Traditional Plan Participant and you die and are either not married or have been married for less than one year, no death benefit is payable to any person.
- If you are entitled to benefits from another pension plan to which the Company or one of its Affiliates contributes, the pensions will be coordinated to avoid “double dipping” for the same service or compensation.
- If you do not file a written application for retirement or survivor benefits as required by the Company on the forms provided for this purpose, no payments will be made.

In addition, special rules under the Plan apply to employees who transfer employment within the Company by reason of either (i) a change to a new business unit, facility, or work location within the United States at the request the Company; (ii) a change to an Affiliate at the request of the Company; or (iii) a change to an ineligible class of employment. Your service and benefits may subject to adjustment to reflect any such activity.

Military Service

Uniformed (Military) Service Leave. Uniformed Service leaves cannot exceed five years. If you return to work at the expiration of your Uniformed Services leave and within the time period provided by law, you will not have a Break in Service. When you return to work, your period of Uniformed Service counts as service in determining eligibility for participation in the Plan and in computing Credited Service, Vesting Service and Years of Service. You are treated as though you continued receiving compensation from the Company during your leave at the same rate as in effect immediately before you entered Uniformed Service. That way, you do not lose any benefit accrual as a result of your service.

Additionally, and pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008, if you die while on Uniformed Service leave, your Beneficiary will receive any survivor benefits as if you had returned to employment the day before your death. Further, if you die or become disabled while on Uniformed Service leave, you will be credited with any benefit accruals as if you had been employed during your uniformed military service.

Service and benefit accruals earned for periods of military service are subject to the rules of the Plan, including the Plan freeze. No service for benefit accrual purposes or additional accruals will be earned for any period in which you would not otherwise have been credited with those accruals.
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Eligible U.S. International Service Employees

If you are a Participant in the Plan on the United States payroll of the Company and you are transferred overseas, you will continue to remain eligible to participate under the Plan if (1) you remain on the Company's United States payroll, and (2) you are transferred to either:

- a foreign Affiliate of the Company that has not adopted the Plan, or
- a foreign Affiliate of the Company that is located in a jurisdiction which has laws that would affect the terms of the Plan if you were treated as a U.S. employee.

As an eligible U.S. international service employee, you will continue to earn a pension under the Plan. However, if you are entitled to receive a pension from both this Plan and another plan maintained by the Company relating to the period while you are a U.S. international service employee, the pension that would otherwise be payable from this Plan will be reduced by the pension benefit you are entitled to receive from such other plan.

Your monthly earnings may be further adjusted to properly reflect the prevailing living and other conditions, customs, and circumstances in the foreign location where you work.

<p>Service and benefit accruals earned for periods of international service are subject to the rules of the Plan, including the Plan freeze. No service for benefit accrual purposes or additional accruals will be earned for any period in which you would not otherwise have been credited with those accruals.</p>
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General Plan Information

Plan Name and Type

The official name of the Plan is the Caterpillar Inc. Retirement Income Plan. It is a defined benefit pension plan.

Plan Sponsor and Employers

The Plan is sponsored by Caterpillar Inc., whose federal employer identification number (FEIN) is 37-0602744. Certain Affiliates of the Company may also be Adopting Employers of the Plan.

Plan Number

The “plan number” used for filings with the Department of Labor and Internal Revenue Service is 002.

Plan Year

The Plan Year is the calendar year, consisting of the 12 consecutive month period beginning on January 1 and ending on the following December 31. The last day of the Plan Year, December 31, is the end of the year for maintaining the Plan’s fiscal records.

Plan Administrator

For legal purposes, Caterpillar Inc. is the Plan Administrator of the Plan. Caterpillar Inc. has delegated all non-financial aspects of Plan administration to the Chief Human Resources Officer, Human Services Division.

Caterpillar Inc.
Chief Human Resources Officer, Human Services Division
510 Lake Cook Rd.
Deerfield, IL 60015
(224) 551-4000

Caterpillar Inc. has delegated all financial aspects of Plan administration to the Caterpillar Inc. Benefit Funds Committee.

Plan Recordkeeper

The Plan Recordkeeper is the Caterpillar Benefits Center, which is operated with the assistance of Alight Solutions.

Caterpillar Benefits Center
4 Overlook Point
P.O. Box 1436
Lincolnshire, IL 60069-1436
(877) 228-4010

(718) 354-1345 (outside the U.S.)
<http://resources.hewitt.com/cat>

Plan Trustee

The Trustee for the Plan is:

The Northern Trust Company
50 S. LaSalle Street
Chicago, IL 60603
(312) 630-6526

QDRO Administrator

The Plan's QDRO Administrator is:

Caterpillar QDRO Service Center
2472 Jett Ferry Road, Suite 400-409
Atlanta, Georgia 30338
(866) 515-2006

Agents for Legal Process

If any legal action is necessary concerning the Plan, legal process may be served on:

CT Corporation Systems
208 S. LaSalle Street
Chicago, IL 60604
(877) 564-7529

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

Additional Plan Information

Plan Administration

The Plan Administrator has the complete discretionary authority to determine eligibility and entitlement to Plan benefits and to construe the terms of the Plan, including the making of factual determinations. The decisions of the Plan Administrator will be final and conclusive with respect to all questions relating to the Plan.

The Plan Administrator may delegate to other persons responsibilities for performing certain duties of the Plan Administrator under the terms of the Plan and may seek such expert advice as the Plan Administrator deems reasonably necessary with respect to the Plan. The Plan Administrator shall be entitled to rely upon the information and advice furnished by such delegates and experts, unless actually knowing such information and advice to be inaccurate or unlawful.

Your Responsibilities

As a Participant in the Plan, you have certain rights and responsibilities as set forth in this summary and in the Plan documents. For example, you have the right as well as the responsibility to notify the Plan Administrator of any change of address or marital status while a Participant in the Plan. You are also responsible for closely reviewing your benefit statements, notices and other communications and for notifying the Plan Administrator of any errors, disagreements or questions.

Status Changes

It is important that you notify the Plan Administrator (and the Company) of any change in your address while you are a Participant in the Plan, whether active or retired, so you will be assured of receiving future benefit communications that the Plan may send to you. You also should ensure that your marital status and Beneficiary data are kept current. If you are an active employee, notice of any address change should be provided to the Global HR Service Center by calling (800) 447-6434 or via e-mail at HR_Service_Center@cat.com. If you are a retired or terminated employee with a Plan benefit, then notice of any address change should be provided to the Caterpillar Benefits Center.

How the Plan Is Funded

The Plan is a defined benefit plan. In other words, its benefits are determined by formulas. The Company contributes money to the Plan to pay for benefits earned by employees and Plan expenses. The Caterpillar Inc. Benefit Funds Committee is the fiduciary with the responsibility and authority to ensure the proper operation and management of the financial aspects of the Plan, including but not limited to the Plan's investments.

Plan Fees and Expenses

Expenses incurred in the administration of the Plan, such as the costs of actuarial valuation, recordkeeping and trustee charges, may be borne by the Company or, to the extent legally permitted, certain administrative costs may be paid directly from the Plan trust. In the event that

the Company pays a reasonable administrative cost of the Plan, the Plan may reimburse the Company upon request for the amount of the payment. Regardless of how they are paid, Plan administrative costs are not charged against participants and do not impact the calculation of the benefit to which you are entitled under the Plan.

Plan Document

This summary plan description presents an overview of your Plan benefits. The Plan document contains a complete description of the provisions of the Plan and is the only document utilized by the Plan Administrator to interpret and administer the Plan. The Plan document is available for your inspection upon request to the Plan Administrator. In the event of any discrepancy between this summary and the official Plan document, the Plan document will govern.

Representations Contrary to the Plan

No employee, director, or officer of the Company has the authority to alter, vary, or modify the terms of the Plan except by means of a duly authorized written amendment. No verbal or written representations contrary to the terms of the Plan are binding upon the Plan, the Plan Administrator or the Company.

Clerical Errors and Verbal Statements

If a clerical error or other mistake occurs, that error does not create a right to benefits. These errors include, but are not limited to, providing misinformation on eligibility or benefit coverage or entitlements. The terms of the Plan may not be amended by oral statements by the Company, the Plan Administrator, the recordkeeper or any other person. In the event an oral statement conflicts with any term of the Plan, the Plan's terms will control. It is your responsibility to confirm the accuracy of statements made by the Company or its designees, including the Plan Administrator and recordkeeper, in accordance with the terms of this summary and the Plan document.

Employment Rights Not Implied

Participation in the Plan does not assure you of continued employment with the Company or of rights to benefits except as specified by the Plan.

Overpayments

If all or a portion of the benefit payment or distribution you receive from the Plan exceeds the amount you should have been paid, you must repay the amount of the overpayment to the Plan. If you do not promptly repay the amount of the overpayment, the Plan Administrator will reduce the amount of any future benefit payments that are payable under the Plan.

Amendment and Termination

The Company currently intends to continue the Plan. However, subject to any limitations expressly set forth in any applicable collective bargaining agreement, the Company reserves the right at any time to terminate, modify or amend the Plan in part or in whole. If the Plan is terminated for any reason, Participants will be fully vested in all benefits which have been accrued up to the date of

termination, and such amounts will be distributed in accordance with the provisions of the Plan. The Plan assets held and invested on your behalf under the Plan will be held and invested for the exclusive benefit of you and the other Participants in the Plan.

Protection from Creditors

Generally, your Plan benefit is not subject to the claims of your creditors and may not be assigned, pledged or otherwise used as collateral for a loan (other than a loan from the Plan itself). However, your Plan benefit may be subject to certain federal claims, including claims for unpaid federal income tax. Additionally, your Plan benefit may be the subject of a domestic relations order (see “Qualified Domestic Relations Orders”).

Your Benefit is Guaranteed by the PBGC

Your pension benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (“PBGC”), a federal insurance agency created by ERISA to protect pension benefits in private-sector defined benefit plans. The Company pays annual premiums to the PBGC to provide this protection.

If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will pay you the benefit determined under the Plan. PBGC guarantees the "basic benefits" you earned before your pension plan's termination date up to legal limits set by Congress.

Benefits PBGC Guarantees:

- Pension benefits at normal retirement,
- Most early retirement benefits,
- Annuity benefits for survivors of plan participants and
- Disability benefits for disability occurring prior to the plan's termination date.

The PBGC guarantee generally does *not* cover:

- Health and welfare benefits,
- Vacation pay,
- Severance benefits,
- Lump-sum death benefits for a death that occurs after the date the plan ended or
- Disability benefits for a disability that occurs after the plan's termination date.

Legal limits on PBGC's Guarantees:

- Generally, PBGC does not guarantee any monthly pension amount that is greater than the monthly benefit your plan would have provided if you had retired at your normal retirement age.

- The maximum amount that PBGC guarantees is set each year under provisions of ERISA.
- Higher limits may apply for people who met their plan's requirements for a disability pension (whether they are receiving a disability pension or a non-disability pension) before the plan's termination date.
- PBGC may not fully guarantee your benefits if your plan was created or amended to increase benefits within five years before its termination date.

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

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Customer Contact Center by phone at (800) 400-7242 or by e-mail to mypension@pbgc.gov. TTY/TDD may users call the federal relay service at 1-800-877-8339 and ask to be connected to 1-800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website at www.pbgc.gov.

Qualified Domestic Relations Orders

In the context of domestic relations proceedings, for example divorce proceedings, the court may order the payment of all, or a part of, your Plan benefit to your Spouse, former Spouse, children or other dependents. The Plan Administrator has adopted procedures for determining whether such a domestic relations order is a qualified domestic relations order ("QDRO") for purposes of the Internal Revenue Code and ERISA. You may request a copy of these QDRO procedures, without charge, from the Caterpillar QDRO Service Center by calling (866) 515-2006.

Severability

If any provision of the Plan is found, held or deemed by a court of competent jurisdiction to be void, unlawful or unenforceable under any applicable statute or other controlling law, the remainder of the Plan shall continue in full force and effect.

Applicable Law

The Plan is governed and construed in accordance with ERISA, and in the event that any reference shall be made to state law, the laws of the state of Illinois shall apply.

Claims and Appeals

If a claim for benefits is denied, there is a process for appealing. You must first follow the Plan's claim and appeal procedure to remedy your claim prior to pursuing any claim for benefits in court.

In order to receive a benefit from the Plan, you must make application and elect how you want your pension to be paid. You are encouraged to apply at least 60 days before your retirement date in order to allow sufficient time to process your application. You may initiate a pension application by contacting the Caterpillar Benefits Center.

Your application for a pension is considered a claim for benefits under the Plan. Other requests or questions that you may have concerning your entitlement to a benefit, or the amount of your benefit under the Plan may also be claims for benefits. All claims for benefits (other than an application for a pension) should be submitted in writing to:

Benefits Analyst
Caterpillar Inc.
100 NE Adams Street – AB4440
Peoria, IL 61629-4440

The Plan Administrator provides a Claim Initiation Form which may be used to submit your claim and any supporting documentation. This form may be requested by calling the Caterpillar Benefits Center. Generally, any inquiries, whether written or oral, made to the Employer, Plan Administrator or Plan Recordkeeper regarding your entitlement to a benefit, the amount of your benefit or other concerns will not be considered claims subject to these procedures unless submitted on this form. However, the Plan Administrator reserves the right to adjudicate such inquiries as claims.

You (or your Beneficiary) are entitled to be represented by an attorney or other authorized person through all phases of the claims process, including the appeal of a denied claim. You (or your Beneficiary) or your authorized representative will be given reasonable access to all documents, records, and information relevant to the claim for benefits, and you may request copies free of charge.

A decision regarding your claim for benefits will be rendered within 90 days after the claim has been submitted unless special circumstances exist, in which case the 90-day period may be extended to 180 days. If the time for rendering a decision is extended, you will be notified in writing before the end of the initial 90-day period. If your claim is denied, in whole or in part, you will be notified in writing and the denial notice will include the following information:

- The specific reasons for the denial;
- Reference to the specific Plan provisions upon which the denial is based;
- A description of any additional material or information necessary to support your claim and why such additional material or information is necessary; and

- An explanation of the Plan's appeal procedures, time limits, and a statement of your right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974 (ERISA).

You have the right to appeal the denial of your claim to the Benefit Appeals Committee. If you wish to file an appeal, you must do so no later than 60 days after receipt of the denial notice described above. If an appeal is not filed within 60 days, you will be deemed to have accepted the claim decision and the decision will be binding.

In your appeal, please be sure to state the reason(s) you believe the claim was improperly denied and submit any written comments, documents, records and other information relating to the claim that you believe is appropriate. Review of your appeal will consider all comments, documents, records, and other information, without regard to whether such information was submitted or considered in the initial benefit determination.

All appeals must be submitted in writing to the following address:

Benefit Appeals Committee
Caterpillar Inc.
100 NE Adams Street – AB4440
Peoria, IL 61629-4440

The Benefit Appeals Committee will advise you of its decision in writing within 60 days after receiving the written appeal. If special circumstances exist which require an extension of time, a decision will be rendered as soon as possible, but not later than 120 days after receipt of your request. If the Benefits Appeals Committee denies your appeal, the notice of decision will include the following information:

- The specific reasons for the denial;
- Reference to the specific Plan provisions upon which the denial is based;
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits; and
- A statement of your right to bring a civil action under section 502(a) of ERISA.

The decisions of the Benefit Appeals Committee are final.

In no event may you or any other person initiate an action for any benefit under the Plan in court or before any administrative agency or quasi-judicial tribunal unless and until the Plan's claims and reviews procedure has been complied with and exhausted. No such action may be initiated more than six months after you receive the denial of your appeal under that procedure. Also, any such court action must be brought in the U.S. District Court for the Central District of Illinois, where the Plan is administered.

Statement of ERISA Rights

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:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites, all documents governing the Plan, 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 and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.
- Receive an annual notice regarding the Plan’s funding, as required by law.
- Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (later of age 65 or fifth anniversary of plan participation) and if so, what your benefit 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 it is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such case, the court may require the Plan Administrator to provide the materials and to pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan

Administrator. If you have a claim for benefits which is denied, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or you are discriminated against for exercising 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 being sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the 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 call (866) 444-3272 to obtain the address and phone number), or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Glossary

Several defined terms used within this SPD have specific meanings as they relate to determining your Plan benefits. The Glossary provides definitions of many of the benefit terms and phrases which, when capitalized, have the meanings set forth below.

Additional Early Retirement Allowance (AERA)

An amount the Company adds to your base pension if you are eligible for a benefit under the Credited Service Formula when you retire before you are 62 and your pension is less than a specific amount. AERA pays the difference between your actual Early Retirement pension (before adjustment for the benefit option you select) and the target benefit.

Adopting Employer

An Affiliate of the Company that has adopted this Plan for its Eligible Employees. For a complete list of adopting employers, please contact the Caterpillar Benefits Center.

Affiliate

A company or other trade or business that is connected to the Company by an 80% or more ownership link.

Beneficiary

A person or entity that you select to receive your vested benefits under the Plan upon your death.

Break in Service

A break in service that begins when an employee voluntarily or involuntarily terminates employment with the Company and its Affiliates, or one year after an employee is first absent from employment other than by reason of termination (or, for a Part-Time Employee, a plan year during which fewer than 501 Hours of Service are earned). An employee may lose credit for prior service if he or she has a break in service before becoming vested under the Plan.

Company

Caterpillar Inc. and its subsidiaries that have adopted the Plan.

Contingent Annuitant Option

One of several payment options you have under the Plan, which provides survivor benefits to your Spouse, Same-Sex Domestic Partner or other Beneficiary. Once this payment option goes into effect, it cannot be changed or revoked.

Credited Service

Credited Service is used to calculate the amount of your benefit under the Credited Service Formula and the Pension Equity Formula. If you are a Full-Time Employee, you will receive

Credited Service equal to the number of years and months while you are an Eligible Employee of the Company and a Participant in the Plan. If you are a Part-Time Employee, you will receive a full year of Credited Service for each calendar year in which you are credited with at least 1,000 Hours of Service while you are an Eligible Employee of the Company and a Participant. A Part-Time Employee who first became an Eligible Employee before January 1, 2003 will receive Credited Service for his or her initial Eligibility Year of Service. If you are a Sunset Participant, Credited Service shall be frozen on the earlier of the date you are no longer a Sunset Participant or December 31, 2019. If you are not a Sunset Participant, your Credited Service was frozen as of December 31, 2010.

Credited Service Formula

One of two calculations under the Traditional Pension Plan used to determine your base monthly pension payable under the Plan. Under this formula, your pension is calculated by multiplying your years and months of Credited Service by the sum of a basic and supplemental pension rate.

Disability Pension

A temporary monthly benefit under the Traditional Plan payable to a non-management employee who, before reaching Normal Retirement Age, becomes Totally and Permanently Disabled while a full-time active employee with ten or more years of Credited Service.

Early Retirement

Retirement before your Normal Retirement Date, but after you satisfy certain age and service requirements.

Eligible Employee

An employee on the U.S. payroll who reports through, works for or is otherwise employed by a business unit, facility or pay group of the Company or a subsidiary to which participation in the Plan has been extended, other than employees excluded from participation because they were hired after November 30, 2010 or rehired after December 31, 2010, leased employees, persons classified by the Company as independent contractors, temporary employees, contract employees (unless the agreement provides for participation in the Plan), co-op employees, apprentice or intern employees, employees covered by a collective bargaining agreement (unless the agreement provides for participation in the Plan, or international employees (unless those employees are on the Company's domestic U.S. payroll).

Eligibility Year of Service

For a Part-Time Employee required to earn an initial Year of Service in order to become a Participant in the Plan, the 12-month period beginning on the employee's date of hire, or any subsequent plan year during which the employee first earns at least 1,000 Hours of Service.

Final Average Monthly Earnings (FAME)

Your monthly Total Earnings during the highest five years out of your last 10 years with the Company as an Eligible Employee and a Participant in the Plan. The calculation periods start with the last 12 months before retirement and work backwards. The five years used do not have to be consecutive. If your period of employment is less than 10 years when you retire or otherwise terminate, your Final Average Monthly Earnings will be based on your entire period of employment as an Eligible Employee and a Participant in the Plan. If you are a Sunset Participant, Final Average Monthly Earnings shall be frozen on the earlier of the date you are no longer a Sunset Participant or December 31, 2019. If you are not a Sunset Participant, your Final Average Monthly Earnings was frozen as of December 31, 2010.

Final Earnings Formula

One of two calculations under the Traditional Pension Plan used to determine your monthly pension payable under the Plan. Under this formula, your pension is calculated by multiplying your Years of Service (up to 35) by a specific pension multiplier, and then multiplying this amount by your Final Average Monthly Earnings.

Full-Time Employee

An employee who is classified in the employment records of the Company as a full-time employee.

Hour of Service

Each hour for which you are paid or entitled to payment for performance of services for the Company or one of its Affiliates, or each hour for which you are paid by the Company or one of its Affiliates despite not performing any services (e.g., vacation, holiday, illness, disability, jury duty, military duty, or leave of absence). You will receive credit for up to 501 Hours of Service with regard to any continuous period during which you do not perform any services. Hours of service are subject to certain adjustments that are set forth in the Plan document.

Normal Retirement

Retirement upon reaching your Normal Retirement Date.

Normal Retirement Age

Your 65th birthday or the fifth anniversary of the date you commenced participation in the Plan, whichever is later.

Normal Retirement Date

The first day of the month after reaching age 65.

Participant

An Eligible Employee of an Adopting Employer who has met the requirements for participation in the Plan (or has left employment but continues to be entitled to a vested pension from the Plan).

Part-Time Employee

An employee who is classified in the employment records of the Company as a part-time employee.

Pension

A fixed monthly benefit payable to you upon retirement, except that if you are a PEP Participant, your pension under the Pension Equity Plan is expressed as a lump sum payment upon your retirement or other termination of employment. A pension will only be paid to you under the Plan if you are vested.

Pension Equity Plan (PEP)

Effective as of January 1, 2003, the Plan consists of two components: the Traditional Pension Plan and the Pension Equity Plan. The portion of the Plan that expresses a Participant's pension in the form of a lump sum benefit is the Pension Equity Plan.

Pension Equity Formula

The calculation under the Pension Equity Plan used to determine your base lump sum pension. Under PEP, your base lump sum pension under the Plan is calculated by multiplying your Final Average Monthly Earnings by twelve to obtain your annual average monthly earnings, and then multiplied by the sum of specified percentages (based on your Vesting and Credited Service).

Pension Equity (PEP) Participant

A Participant under the Plan whose pension is calculated, in full or in part, under the Pension Equity Formula.

Same-Sex Domestic Partner

The sole, same-sex person who is in a civil union, domestic partnership, or legal relationship similar thereto, with the employee as recognized under the laws of the federal government or a state government of the United States, including its territories and possessions and the District of Columbia (or, with respect to any other country, legally recognized by the equivalent government(s) thereof). The Plan shall continue to treat such relationship as a same-sex domestic partnership, regardless of whether the employee and his same-sex domestic partner remain in the jurisdiction where the relationship was legally entered into. In the event more than one person meets this definition for a given employee, then the same-sex domestic partner shall be the person who first met the criteria in this definition. Notwithstanding anything herein to the contrary, if an employee has a Spouse, no person will qualify as the employee's same-sex domestic partner unless such employee's marriage to such Spouse is first lawfully dissolved.

Spouse

For purposes of the Plan, the person who is your Spouse for federal tax purposes pursuant to applicable IRS guidance. In order for a surviving Spouse to receive a pre-retirement death benefit under the Traditional Plan, the Participant and Spouse had to be married for at least one year and satisfy the requirements for a pre-retirement death benefit.

Sunset Participant

Means you are a Traditional Plan Participant or PEP Participant who meets the following criteria:

- You have a most recent hire date on or before December 31, 2002;
- You attained 40 years of age on or before December 31, 2010;
- You were actively accruing a benefit under the Plan on December 31, 2010 or on an authorized leave of absence or other absence not treated as a termination from employment; and
- If you are a Part-Time Employee who earned less than 501 Hours of Service in any calendar year, you subsequently earned at least 1,000 hours in a calendar year prior to 2011.

Notwithstanding the foregoing, you will no longer be a Sunset Participant if you terminate employment, transfer to a category of employment that is not eligible for the Plan, or incur a one-year Break in Service, or otherwise cease to accrue benefits under the Plan except by being on an authorized leave of absence or other absence from work under conditions not treated by the Company or Affiliate last employing you as terminating the employment relationship. Once you cease to be a Sunset Participant you shall never be reclassified as a Sunset Participant regardless of subsequent service or classification by the Company.

Total and Permanent Disability

A disability that entitles you to primary disability benefits under the Social Security Act.

Total Earnings

Generally, your Total Earnings include your base pay and Caterpillar Short-Term Incentive Plan payment (“STIP”) (or its equivalent). Your Total Earnings include overtime, shift premium and paid time off. Also, Total Earnings are not reduced by any salary reduction contributions you make to a 401(k) plan or for health or other Company-provided benefits.

Exclusions from Total Earnings include items such as bonuses, layoff pay, settlement payments, certain incentive plan payments (including, but not limited to, amounts paid under the Company’s Long Term Cash Performance Plan or Strategic Performance Plan and regardless of whether such payments are deferred under any other nonqualified plan of the Company), lump sum merit bonuses in lieu of increases, separation pay, commissions, amounts paid for education costs, reimbursement for other extra costs incurred, unused vacation, international service premiums (including, but not limited to, tax-equalization payments), amounts payable on or after January 1,

2008 under any gainsharing plan, and any amount paid under a worker's compensation or supplemental unemployment practice or policy of a participating employer.

Notwithstanding the foregoing, Total Earnings include, for the period of September 1, 2005 to January 1, 2008, any amounts paid under the Caterpillar Logistics Sales Compensation Plan, but not more than the amount you would have received during such year had you participated in the STIP.

The Internal Revenue Code imposes a limit on the compensation that may be used to calculate your benefits. For 2017, the limit is \$270,000. This limit is adjusted by the IRS from time to time.

Traditional Pension Plan

The Plan benefit formulas that express benefits as a monthly pension beginning at retirement. These formulas are the Credited Service Formula and the Final Earnings Formula.

Traditional Plan Participant

A Participant who entered the Plan before January 1, 2003 (or a Part-Time Employee who entered the Plan on or before January 1, 2003) who has elected to remain covered by the Traditional Plan. A Traditional Plan Participant's benefits are calculated under the Credited Service Formula or Final Earnings Formula.

Uniformed Service

Service in the U.S. Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, full-time National Guard Duty, the commissioned corps of the Public Health Service and any other category of persons designated by the President in time of war or emergency, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

Vesting

Your right to receive a nonforfeitable pension benefit from the Plan. You will become vested in your pension once you have at least three years of Vesting Service or attain your Normal Retirement Age, whichever is earlier.

Vesting Service

Vesting Service is used to determine whether you have a nonforfeitable pension benefit from the Plan and when you become eligible for an Early Retirement pension under the Traditional Plan (if you are a Traditional Plan Participant or a PEP Participant with a frozen Traditional Plan benefit). If you are a Full-Time Employee, your Vesting Service is the number of years and months while you are an employee of the Company or one of its Affiliates, including Affiliates that are not Adopting Employers in this Plan. If you are a Part-Time Employee, you will receive a full year of Vesting Service for each calendar year in which you are credited with at least 1,000 Hours of

Service as an employee of the Company or one of its Affiliates. Vesting Service is subject to certain adjustments that are set forth in the Plan document.

Years of Service

Years of Service is used to calculate the amount of your benefit under the Final Earnings Formula. If you are a Full-Time Employee, you will receive Years of Service equal to the number of years and months while you are an Eligible Employee of the Company and a Participant in the Plan, but not to exceed 35 years. If you are a Part-Time Employee, you will receive a full Year of Service for each calendar year in which you have completed at least 1,000 Hours of Service while you are an Eligible Employee of the Company and a Participant. A part-time employee who first became an Eligible Employee before January 1, 2003 will receive a Year of Service for his or her initial Eligibility Year of Service. Years of Service for periods before December 1, 1976 are calculated under the terms of the Plan in effect for that period. If you are a Sunset Participant, Years of Service shall be frozen on the earlier of the date you are no longer a Sunset Participant or December 31, 2019. If you are not a Sunset Participant, your Years of Service was frozen as of December 31, 2010.

Appendix A

Employees at the following facilities and in the following categories are covered under this SPD. The listing of covered groups is updated as the Company adds new facilities and is maintained by the Plan Administrator. For more information, contact the Caterpillar Benefits Center.

Facility Code (FC)	Name of Facility	Location	Covered Employees
AE	Caterpillar Elkader LLC	Elkader, IA	Effective 05-05-2008; Management and Salaried
AL	Caterpillar Regional Distribution Center (new FC/name effective 01-01-2002) Former FC/location name: 57 – St Paul Regional Distribution Center – St Paul, MN - Management and Salaried	St. Paul/Roseville, MN	Management
AS	Caterpillar Logistics Services, Inc./CLS	LaGrange, GA	Effective 10-01-2005; Management
BP	Caterpillar Work Tools, Inc.	Wamego, KS	Effective 01-01-2007; Management, Salaried and Hourly Non-Bargained
CP	Tucson Proving Ground	Tucson, AZ	Management and Salaried
CT	Caterpillar Insurances Services Corporation	Nashville, TN	Management
CZ	Transmission Business Unit	East Peoria, IL	Management and Salaried
DQ	Building Construction Products	Clayton, NC	Management
ED	Caterpillar Logistics, Inc./ CLS	Normal , IL	Effective 04-03-2006; Management and Salaried

Facility Code (FC)	Name of Facility	Location	Covered Employees
FI	Caterpillar Accessaccount Corporation	Las Vegas, NV	Effective 07-01-2004; Management and Salaried
GB	Caterpillar Work Tools Inc.	Jacksonville, FL	Effective 01-01-2007; Management, Salaried and Hourly Non-Bargained
GC	Caterpillar Work Tools Inc.	Waco, TX	Effective 01-01-2007; Management, Salaried and Hourly Non-Bargained
GN	Greenville Plant	Fountain Inn, SC	Management
HK	Jefferson Plant	Pendergrass, GA	Management
HW	Caterpillar Redistribution Services, Inc.	Irving, TX	Effective 12-01-1995; Management
IK	Caterpillar Precisions Seals	Franklin, NC	Effective 12-04-1995; Management with Salary Grade 22 and above and Effective 07-01-2003; Management, Salaried and Hourly Non-Bargained
JA	Building Construction Products	Sanford, NC	Effective 08-26-1999; Management
JI	Precision Engine Components	Morganton, NC	Management Effective 07-01-2003; Salaried
JL	Precision Pin Products	Sumter, SC	Management Effective 07-01-2003; Salaried

Facility Code (FC)	Name of Facility	Location	Covered Employees
JR	Caterpillar Power Ventures Corporation	Nashville, TN	Management
JS	Caterpillar Track Components	Danville, KY	Effective 11-17-1997; Management
KE	Caterpillar Logistics Services Delco Remy America Dist Center	Plainfield, IN	Management
KF	Caterpillar Logistics Services, Inc./CLS	Dyersburg, TN	Effective 08-01-2003; Management
LD	Caterpillar Logistics Services, Inc./ CLS	Laredo, TX	Effective 09-08-2003; Management, and Effective 11-01-2007; Salaried
LE	Caterpillar Griffin Packaging Facility	Griffin, GA	Management
LG	Lagrange Plant (Georgia) Aurora Skidder Affil	LaGrange, GA	Management Effective 01-01-1999; Salaried
LS	F G Wilson (USA) L.L.C.	Newberry, SC	Effective 02-01-2006; Management and Salaried
LU	Caterpillar Americas Services Company	Peoria, IL	Management and Salaried
LW	Caterpillar Thomasville Plant	Thomasville, GA	Effective 07-01-2003; Management and Salaried
L5	Caterpillar Inc., OEM Solutions Group (formerly Nexus International) Former FC/location name : BI – Cat Inc., OEM Solutions Group, Operations Div	Peoria, IL	Management and Salaried

Facility Code (FC)	Name of Facility	Location	Covered Employees
MQ	Caterpillar Logistics Service Lafayette Logistics Service Center (Inbound Cat)	Lafayette, IN	Effective 07-01-1999; Management
MV	Caterpillar CMC, LLC	Peoria, IL	Management and Salaried
M5	Building Construction Product Division Office	Cary, NC	Effective 10-01-1999; Management
NY	Caterpillar Logistics Services Southeast LSC	Smithfield, NC	Effective 02-01-2000; Management
N1	Caterpillar Building AD	Peoria, IL	Management and Salaried
N4	Power Systems Marketing Division (PSMD)	Mossville, IL	Management and Salaried
PR	Product Support Division	Peoria, IL	Management and Salaried
PV	Perkins Shibaura Engines LLC	Griffin, GA	Effective 12-15-2003; Management and Salaried
P3	Caterpillar Financial Services Corp	Nashville, TN	Management
R2	Texas Distribution Center	Waco, TX	Effective 04-01-2008; Management and Salaried
R6	Clayton Distribution Center	Clayton, OH	Effective 04-01-2008; Management and Salaried
R8	Caterpillar Paving Products Inc.	Minneapolis, MN	Effective 01-01-2004; Management, Salaried and Hourly Non- Bargained

Facility Code (FC)	Name of Facility	Location	Covered Employees
S3	Caterpillar Logistics Services, Inc. (new FC/name effective 12-17-2001 Salaried and effective 01-01-2002 Management) Former FC/location name: 47 – Morton Distribution Center	Morton, IL	Management and Salaried
T3	Solar Turbines Incorporated (Adm.)	San Diego, CA	Management and Salaried (any employee who was hired, re-hired, or transferred from Hourly Non-Bargained to Salaried status on or after 1/1/1984)
UJ	North America Motor Grader	North Little Rock, AR	Effective 04-01-2009; Management and Salaried
US	Caterpillar Forest Products Inc. *Covered employees at Blount, Inc. as of 11-05-2007 who joined US on 11-05-2007 and remained employed with Caterpillar until 04-01-2008 receive Credited Vesting Service for prior service with Blount and receive Credited Service from 11-05-2007. All other covered employees receive Credited Vesting Service and Credited Service from 04-01-2008.	Zebulon, NC Prentice, WI Owatonna, MN	Effective 04-01-2008*; Management, Salaried and Non-Bargained Hourly employees
UZ	Caterpillar Logistics Services/LSC – Mfg	Fountain Inn, SC Greenville, SC	Effective 01-01-2001; Management
VH	CleanAIR Systems, Inc.	Santa Fe, NM	Effective 07-01-2010; Management and Salaried
V7	Caterpillar Logistics Services, Inc.	Corinth, MS	Effective 10-01-2010; Management and Salaried

Facility Code (FC)	Name of Facility	Location	Covered Employees
WN	Caterpillar Distribution Center (new FC/name effective 12-17-2001 Salaried and effective 01-01-2002 Management, and some employees moved to 94 at a later date) Former FC/location name: 49 – York Distribution Center – Management and Salaried with Salary Grade > 9	York, PA	Management and Salaried
WU	FCC Equipment Financing, Inc.	Jacksonville, FL	Effective 02-06-2002; Management
XA	Caterpillar Atlanta Distribution Center Former FC/location name: 52 – Atlanta Regional Distribution Center	Atlanta, GA	Management
XU	Seals Metalcasting Facility	Toccoa, GA	Effective 12-04-1995; Management with Salary Grade 22 and above Effective 07-01-2003; Management and Salaried
XW	Caterpillar Financial Dealer Funding LLC	Peoria, IL	Management
YF	Caterpillar Distribution Center (new FC/name effective 12-17-2001 Salaried and effective Management 01-01-2002) Former FC/location name: 50 – Denver Distribution Center	Denver, CO	Management, and Salaried with Salary Grade > 9

Facility Code (FC)	Name of Facility	Location	Covered Employees
YU	Cat Logistics Ft Services LLC Land Rover (new FC/name effective 07-01-2002) Former FC/location name effective 12-17-2001 for Salaried with Salary Grade > 9 and effective 01-01-2002 for Management: J2/Caterpillar Regional Distribution Center Former FC/location name: 48/Memphis Regional Distribution Center	Memphis, TN	Management and Salaried with Salary Grade > 9
ZJ	Decatur LLP	Decatur, IL	Management and Salaried
ZK	Caterpillar Logistics Services, Inc. – North America Motor Grader Facility	Little Rock, AR	Effective 01/01-2010; Management and Salaried
ZT	Caterpillar Logistics Services, Inc./Griffin Logistics Service Center	Griffin, GA	Effective 10-01-2002; Management
ZZ	Caterpillar Sumter Hydraulics Facility	Sumter, SC	Effective 06-07-1999; Management Effective 07-01-2003; Salaried
01	Caterpillar Inc., Corporate Offices	Peoria, IL	Management and Salaried
03	Chemical Products Manufacturing	Peoria, IL	Management and Salaried
05	Peoria Proving Grounds	Peoria, IL	Management and Salaried
06	Mapleton Plant	Mapleton, IL	Management and Salaried

Facility Code (FC)	Name of Facility	Location	Covered Employees
08	Administration Building	Peoria, IL	Management and Salaried
7V	Caterpillar Logistics Services, Inc. – Waco Texas	Waco, TX	Effective 10-01-2007; Management and Salaried
12	Aurora Plant	Aurora, IL	Management and Salaried
13	Decatur Plant	Decatur, IL	Management and Salaried
14	Hydraulics and Hydraulic Systems	Joliet, IL	Management and Salaried
16	East Peoria Plant (TTT)	East Peoria, IL	Management and Salaried
18	Morgan/Sumter	York, PA	Management
29	Fuel Systems (Pontiac/Jefferson/Thomasville)	Pontiac, IL	Management and Salaried
38	Caterpillar Aircraft Div (Greater Peoria Airport)	Peoria, IL	Management
40	Mossville Plant	Mossville, IL	Management and Salaried
41	Caterpillar Technical Center	Mossville, IL	Management and Salaried
53	Indianapolis Regional Distribution Center	Indianapolis, IN	Management and Salaried with Salary Grade > 9
55	Los Angeles Regional Distribution Center	Los Angeles, CA	Management and Salaried
56	Miami Regional Distribution Center	Miami, FL	Management and Salaried with Salary Grade > 9

Facility Code (FC)	Name of Facility	Location	Covered Employees
63	Caterpillar of Delaware, Inc.	Peoria, IL	Management and Salaried
88	Lafayette Plant	Lafayette, IN	Management and Salaried
90	Caterpillar Americas Co. (Miami, FL)	Peoria, IL	Management and Salaried
92	Inbound Logistics Center	Champaign, IL	Management Effective 12-01-2007; Salaried

Former employees at the following closed facilities and in the following categories are covered under this SPD:

Facility Code (FC)	Name of Facility	Location	Covered Employees
BZ	Caterpillar Logistics Client Dist/FNH	Reno, NV	Effective 03-17-1997; Management Closed 03-31-2010
CA	Caterpillar Logistics Services, Inc./CLS	Yorkville, IL	Effective 02-16-2004; Management and Salaried
CV	Caterpillar Regional Distribution Center (new FC/name effective 12-17-2001 Salaried and effective 01-01-2002 Management) Former FC/location name: 70 – Dallas Regional Distribution Center	Dallas/Irving, TX	Management and Salaried
CY	Caterpillar Logistics Services, Inc./CLS	El Paso, TX	Effective 04-05-2004; Management

Facility Code (FC)	Name of Facility	Location	Covered Employees
DI	Caterpillar Logistics Services, Inc./CLS	Houston, TX	Effective 01-01-2005; Management
DL	Sharonville	Sharonville, OH	Management
DO	MCI Service Parts	Louisville, KY	Effective 02-04-2002; Management Closed 01-01-2008
DN	Caterpillar Logistics Technology Services LLC (was 47)	Peoria, IL	Effective 01-01-2002; Management Effective 12-17-2001; Salaried
DR	Caterpillar Agricultural Products Inc	De Kalb, IL	Management and Salaried
EO	Act Group (Rockwood, TN – Powder Metal)	Rockwood, TN	Management
EQ	Caterpillar Logistics, Inc./CLS	McAllen, TX	Effective 01-03-2006; Management Effective 12-01-2007; Salaried Closed 08-01-2012 Divestiture
EZ	Caterpillar Logistics, Inc./CLS	Chicago, IL	Effective 01-17-2005; Management Closed 08-01-2012 Divestiture

Facility Code (FC)	Name of Facility	Location	Covered Employees
FA	Caterpillar Regional Distribution Center (new FC/name effective 12-17-2001 Salaried and effective 01-01-2002 Management) Former FC/location name: 60 – Hayward Regional Distribution Center	Hayward, CA	Management, and Salaried with Salary Grade > 9 Closed 12-31-2012
FF	Williams Technologies, Inc.	Summerville, SC	Effective 09-01-2004; Management and Salaried employed in Job Codes CZ 75 DB 32, RB 33, AR 05, and FH 21 provided the individual is employed in one of those positions before 08-01-2007 Transfers into these job codes on or after 08-01-2007 who were covered by the Plan immediately prior to such transfer continue to participate. Employees in these job codes as of 07-31-2007 who later transfer to other positions with Caterpillar continue to be eligible to participate regardless of such new positions.
FH	Caterpillar Logistics Client Dist/SAAB	Allentown, PA	Management Closed 08-01-2012 Divestiture

Facility Code (FC)	Name of Facility	Location	Covered Employees
FL	Caterpillar Logistics Services, Inc./CLS	Carol Stream, IL	Effective 04-19-2004; Management Closed 03-04-2008
FM	Caterpillar Logistics Ft Services LLC (was 47)	Peoria, IL	Effective 01-01-2002; Management Effective 12-17-2001; Salaried
FN	Caterpillar Logistics Services for Ford New Holland	Joliet, IL	Management and Salaried with Salary Grade >9
FQ	Caterpillar Logistics Client MCF & Sun	Indianapolis, IN	Management and Salaried with Salary Grade > 9 Closed 08-01-2012 Divestiture
FS	Caterpillar Logistics Services, Inc./CLS Mosaic	Lakeland, FL	Effective 06-01-2006; Management and Salaried Closed 08-01-2012 Divestiture
HC	Caterpillar Logistics Service, Inc/CLS	Southaven, MS	Effective 07-12-2004; Management Closed 03-31-2009
HD	Caterpillar Logistics Services, Greenfield Former location name: Caterpillar Logistics Services/Amer Tool Co	Greenfield, IN	Management Closed 05-01-2011

Facility Code (FC)	Name of Facility	Location	Covered Employees
HN	SPL Software Alliance LLC (was 47)	Peoria, IL	Effective 01-01-2002; Management Effective 12-17-2001; Salaried
IS	Caterpillar Logistics Services, Inc./CLS	Lebanon, IN	Effective 11-03-2003; Management Closed 11-03-2007
JN	Caterpillar Logistics Services Client (New Holland)	Columbus, OH	Management
JP	Kato Engineering Company	Mankato, MN	Management
JO	Caterpillar Logistics Services Client New Holland	Omaha, NE	Management Closed 8-17-2007
JZ	Caterpillar Logistics Services, Inc./CLS	Greenville, TX	Effective 02-01-2004; Management Closed 01-02-2008
J5	Waco Plant	Waco, TX	Management
KX	Claas Omaha LLC	Omaha, NE	Effective 5-03-2002; Management
K1	Caterpillar Logistics Services, Inc. - Lightyear	Southaven, MS	Effective 02-01-2008; Management and Salaried Closed 08-01-2012 Divestiture
K8	Caterpillar Logistics Services, Inc. – Newmont	Elko, NV	Effective 12-01-2007; Management and Salaried Closed 08-01-2012 Divestiture

Facility Code (FC)	Name of Facility	Location	Covered Employees
K9	Caterpillar Log FT Services LLC/Mazda Parts Distribution	Gouldsboro, PA	Effective 06-14-2004; Management Closed 08-01-2012 Divestiture
LY	Caterpillar Logistics Services Allied Signal – HPG	Salt Lake City, UT	Management
L6	Caterpillar Logistics Services – Harley Davidson	Indianapolis, IN	Effective 07-01-2009; Management and Salaried Closed 08-01-2012 Divestiture
MN	Caterpillar Logistics Services, Inc./CLS	Doraville, GA	Effective 02-01-2004; Management Closed 01-01-2008
ND	Caterpillar Logistics Services Vance Distribution Center (new name August 2006) Former name: Caterpillar Logistics Services Bessemer (Daimler-Chrysler) – Bessemer, AL	Vance, AL	Effective 08-01-1999; Management Closed
OA	Caterpillar Logistics Services – Harley Davidson	Reno, NV	Effective 07-01-2009; Management and Salaried Closed 08-01-2012 Divestiture
O1	Caterpillar Logistics Services Clear Voice (Sprint)	Louisville, KY	Effective 04-22-2002; Management Closed 4-30-2007

Facility Code (FC)	Name of Facility	Location	Covered Employees
RH	Caterpillar Logistics Client Dist/FNH	Nashville, TN	Management Closed
SF	Caterpillar Logistics Services, Inc.	Curtis Bay, MD	Effective 11-24-2003; Management Closed 11-10-2008
SM	Caterpillar Logistics Services, Inc/CLS	Mountville, PA	Effective 11-03-2003; Management Closed 01-25-2008
V1	Caterpillar Logistics Services, Inc. – Mazda	Dallas, TX	Effective 11-01-2010; Management and Salaried Closed
V2	Caterpillar Logistics Services, Inc. – Mazda	Bolingbrook, IL	Effective 11-01-2010; Management and Salaried Closed
V3	Caterpillar Logistics Services, Inc. – Mazda	McDonough, GA	Effective 11-01-2010; Management and Salaried Closed 08-01-2012 Divestiture
W2	Caterpillar Logistics Services, Inc/CLS	Reading, PA	Management Closed 04-10-2007
W7	Caterpillar Logistics Services, Inc. - Buckeye	Jeffersonville, IN	Effective 07-01-2009; Management and Salaried Closed 08-01-2012 Divestiture

Facility Code (FC)	Name of Facility	Location	Covered Employees
W8	Caterpillar Logistics Services, Inc./CLS	Columbus, OH	Effective 09-01-2005; Management Closed 04-30-2008
XH	Cherry Point Distribution Center	New Bern, NC	Effective 10-01-2000; Management Closed
XN	Caterpillar Logistics Systems / US Cellular	Tulsa, OK	Effective 10-15-2000; Management Effective 05-15-2006; Salaried Closed
X0	Caterpillar Logistics Landrover US West	Ontario, CA	Effective 09-01-2001; Management Closed 08-01-2012 Divestiture
YG	Caterpillar Logistics Ft Service LLC/Mazda Parts Dist	Ontario, CA	Effective 03-10-2003; Management Closed 08-01-2012 Divestiture
ZC	Caterpillar Regional Distribution Center (new FC/name effective 01-01-2002) Former FC/location name: 54 Kansas City Regional Distribution Center – Management and Salaried	Kansas City, MO	Management Closed
ZS	Caterpillar Logistics Ft Service LLC/Mazda Parts Dist BR	Olive Branch, MS	Effective 03-10-2003; Management Closed 08-01-2012 Divestiture

Facility Code (FC)	Name of Facility	Location	Covered Employees
04	Arizona Proving Grounds	Litchfield Park, AZ	Management and Salaried
15	Milwaukee Plant	Milwaukee, WI	Management and Salaried
17	San Leandro Plant	San Leandro, CA	Management and Salaried
18	York Plant	York, PA	Management and Salaried
20	Davenport Plant	Davenport, IA	Management and Salaried
27	Bettendorf Plant	Bettendorf, IA	Management and Salaried
42	Caterpillar Risk Management Svc, Inc.	Peoria, IL	Management
51	Albany Parts	Albany, NY	Management and Salaried
58	New Orleans Parts Depot	New Orleans, LA	Management and Salaried
59	Spokane Regional Distribution Center	Spokane, WA	Management and Salaried with Salary Grade > 9 including Salaried who transferred to Hourly Non-Bargained payroll in January 2004 Closed 12-31-2012
71	Caterpillar Industrial Inc. – Heisley Admin	Mentor, OH	Management and Salaried
72	Ohio Gear	Cleveland, OH	Management and Salaried

Facility Code (FC)	Name of Facility	Location	Covered Employees
76	Caterpillar Industrial Inc.	Dallas, OR	Management and Salaried
77	Burlington Plant	Burlington, IA	Management and Salaried
94	Caterpillar Logistics Ft Services LLC/Land Rover East (new FC – formerly WN - effective 07-01-2002, no benefit change)	York, PA	Management and Salaried Closed 08-01-2012 Divestiture

Appendix B

Your supplemental pension rate under the Traditional Formula is determined using the table below based on the class in which you were a member for the longest period of time within the two-year period ending with your retirement or termination date.

<u>Salary Class Lafayette</u>	<u>Salary Class Standard</u>	<u>Salary Grade Cat Financial Management</u>	<u>Salary Grade Solar</u>	<u>Retirement on or after April 1, 2002 for Payments April 1, 2003 and After</u>
2-7*	1-6	N/A	36 and below	\$0.00
7	7	N/A	37	0.70
8	8	N/A	38	2.10
9	9	N/A	39	2.80
10	10	N/A	40	3.50
11	11	N/A	41	5.60
12+	12+	5+	42+	7.00

*If you were on the salaried roll at Lafayette prior to August 10, 1981, your supplemental pension rate for Salary Grade 7 will be \$.50 (\$.70 for retirements on or after April 1, 2002 for payment April 1, 2003 and after) instead of \$0.00.

In applying the foregoing table, if during such two-year period you had been laid off or commenced an authorized leave of absence, then for the period of such layoff or leave of absence you shall be considered to have continued in the class or grade of which you were a member immediately prior to such layoff or leave of absence.