

# CATERPILLAR INC. NON-CONTRIBUTORY PENSION PLAN

## SUMMARY OF MATERIAL MODIFICATIONS

This Summary of Material Modifications (“SMM”) summarizes recent changes made to the Caterpillar Inc. Non-Contributory Pension Plan (the “Plan”). This SMM also supplements or modifies the information presented to you in the Summary Plan Description (“SPD”) with respect to the Plan and with respect to any SMMs issued since the date the SPD was last issued.

*This document is very important. Please read it carefully and keep it with your copy of the Plan’s SPD for your future reference.*

## SUMMARY OF THE CHANGES

### Caterpillar Benefits Center Mailing Address

Beginning May 10, 2024, the following addresses should be used for correspondence mailed to the Caterpillar Benefits Center:

***Via the US Postal Service***  
Caterpillar Benefits Center  
DEPT 02358  
P.O. Box 299100  
Lewisville, TX 75029-9100

***Via Other Carriers for Overnight Delivery***  
Caterpillar Benefits Center  
DEPT 02358  
2671 Edmonds Ln STE 200  
Lewisville, TX 75067

The following addresses should continue to be used for correspondence mailed prior to May 10, 2024:

***Via the US Postal Service***  
Caterpillar Benefits Center  
Dept 02358  
P.O. Box 1590  
Lincolnshire, IL 60069-1590

***Via Other Carriers for Overnight Delivery***  
Caterpillar Benefits Center  
Dept 02358  
4 Overlook Point STE 4OB  
Lincolnshire, IL 60069

## **A Reminder of Your Responsibilities**

As a Participant in the Plan, you have certain rights and responsibilities as set forth in the SPD and in the Plan documents. You can help reduce the risk of fraud and loss to your retirement account by following the basic rules available at <https://www.dol.gov/sites/dolgov/files/ebsa/key-topics/retirement-benefits/cybersecurity/online-security-tips.pdf>. 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.

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 via the UPoint™ website at CatBenefitsCenter.com or by calling (877) 228-4010 or (718) 354-1345 (outside the U.S.).

## **ADDITIONAL INFORMATION**

If you have any questions about this SMM, the Plan or the changes described in this SMM, please contact the Caterpillar Benefits Center via internet access at CatBenefitsCenter.com or by telephone at (877) 228-4010 or (718) 354-1345 (outside the U.S.).

The Plan's SPD (which includes this SMM and any previously issued SMMs) is based on the official plan document (which includes all amendments made to date). Every reasonable effort has been made to give you the correct and complete information about your benefits. However, if the SPD and/or this SMM say anything that grants greater rights or benefits to participants or beneficiaries than the official plan document, then the official plan document will govern. You may obtain a complete copy of the Plan (including any amendments described in this SMM) by contacting the Plan Administrator.

The Plan Administrator retains the sole and complete discretionary authority to determine eligibility and entitlement to benefits and to construe the terms of the Plan, including the making of any factual determinations. The Plan Administrator also has the sole discretionary authority to grant or deny benefits under the Plan. Benefits under the Plan will be paid only if the Plan Administrator decides, in its sole discretion, that the applicant is entitled to them. The decisions of the Plan Administrator shall be final and conclusive with respect to all questions relating to the Plan.

Subject to the terms of any collective bargaining agreement, Caterpillar Inc. (or its duly authorized designee) reserves the discretionary authority to amend or terminate the Plan in whole or in part at any time. Any such amendment or termination will not reduce any vested benefit.

This SMM is provided to you in accordance with the disclosure requirements of ERISA, the federal law that governs the Plan.

# Caterpillar Inc. Non-Contributory Pension Plan

## Summary Plan Description

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This document is a summary of the Caterpillar Inc. Non-Contributory Pension Plan as in effect on January 1, 2023. To the extent any portion of this summary is inconsistent with the Caterpillar Inc. Non-Contributory Pension Plan document, the terms of the Plan document shall govern.

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January 1, 2023

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## Introduction

The Caterpillar Inc. Non-Contributory Pension 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 Inc. Tax Deferred Retirement Plan.

The summary plan description (“SPD”) describes the Plan as it applies to employees who are covered by different collective bargaining units or who are not covered by a collective bargaining agreement but nonetheless participate in the Plan, and former employees who have an accrued benefit under the Plan.

Whether you are eligible to participate in the Plan and the amount of your benefit depends on the unit in which you work and, in some cases, your job classification. Accordingly, this SPD is structured so that the provisions of the Plan that are common to all participants (*i.e.*, current employees and former employees with a benefit under the Plan) are described in the body of the SPD. There are also separate supplements that describe the provisions of the Plan specific to unique employee groups. You will only receive the supplement that is applicable to you. Not all participants will receive a supplement. If you do not receive a supplement, all references in this SPD to the applicable supplement relate to previous SPDs published for your group. Please contact the Caterpillar Benefits Center for additional information.

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, 2023. Provisions of the Plan prior to January 1, 2023 may be different from those that are described in this SPD. If you were covered by the Plan prior to January 1, 2023, 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 under 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. The Plan document is available for your inspection upon request to the Plan Administrator. **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 may 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.

### **Alight Worklife®**

You can access a wealth of plan information 24/7 by visiting the Caterpillar Benefits Center via the Alight Worklife® website at [CatBenefitsCenter.com](https://CatBenefitsCenter.com).

Alight Worklife® 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.

Alight Worklife® 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.

#### **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 onto Alight Worklife®.

### **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.

## **Eligibility and Participation**

Your eligibility to participate in the Plan as an employee of the Company is described in the supplement applicable to you. If you are a former employee of the Company, you are a participant in the Plan if you have an accrued benefit that is paid or is payable under the Plan.

If you are a participant, your participation continues until you no longer satisfy the eligibility criteria. You are also a participant in the Plan if you have left employment but continue to be entitled to a vested benefit from the Plan.

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.

<p><b>The Plan was closed effective as of the date set forth in the supplement applicable to you, or upon the facility closure date for certain groups. Employees hired after the applicable closure dates are not eligible to participate in the Plan.</b></p>
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## **Your Service Is Important**

Your service with the Company is important in calculating benefits under the Plan. Your service is used to determine whether you have a vested right to a benefit under the Plan, and to determine your eligibility for and the amount of your monthly pension benefit.

Credited Service is measured in years and months of employment. The Plan outlines different methods of counting Credited Service for different purposes. For convenience, the methods are designated within this SPD as: (1) Credited Service and (2) Vesting Service. 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.

### **Credited Service**

Credited Service as it is used to determine when you are eligible for and the amount of your pension benefit from the Plan is designated within this SPD as “Credited Service”. Credited Service is measured in years and months while you are an employee who is a participant in the Plan. The following periods are not counted for Credited Service:

- the portion of any single continuous period of layoff in excess of 11 months,
- all periods of part-time employment (employment of less than 1,000 hours in a calendar year),
- all periods of separation from the Company,
- all periods when you are not an employee of the Company,
- any periods previously cancelled as a result of a period of separation that were not reinstated,
- any period of leave after which you did not return to work as required by the terms of the leave,
- certain periods of strike or lock-out,
- military and Peace Corps periods that you lost because you did not return to work as required following the leave,
- any period while you were a leased employee or a contract employee, and
- certain periods of disability leave (as described in the “How Disability Affects Your Pension” section).

<b>No Credited Service for determining the amount of your benefit will be earned on or after the freeze date specified in your applicable supplement. Credited Service for determining when you are eligible for a benefit continues to accrue after the freeze date.</b>
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## **Vesting Service**

Credited Service as it is used to determine whether you have a nonforfeitable pension benefit from the Plan is designated within this SPD as “Vesting Service”. Vesting Service 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 affiliated company, even if the affiliate does not participate in the Plan.

Vesting Service is determined in the same manner as Credited Service for full-time employees. For any periods during which 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 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.

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 the minimum number of 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).

Different break in service rules may have applied before 1987. 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.

You will also lose your Credited Service if you receive a lump sum distribution of your vested benefit.

**Losing Vesting Service.** Just like with Credited Service, you can lose Vesting Service if you have a break in your service with the Company before you become vested in your benefit. Those rules described above also apply to your Vesting Service, except if you receive a lump sum distribution,

your Vesting Service is not lost. However, if you leave the Company and are later reemployed by the Company or an affiliated company 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 1987. 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. 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).

**Transfers.** Generally, if your employment with the Company changed because you moved from employment in a group covered by the Plan to employment in a group that is not covered by the Plan, then the period of your employment that is not in a group covered by the Plan will be included in your Credited Service for purposes of (i) determining your eligibility for benefits under the Plan and (ii) the method by which your Additional Early Retirement Allowance, if any, will be calculated, but not for the purpose of determining any benefit amount.

## 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 benefit from the Plan – whether or not you continue working for the Company and its affiliates after you become “vested.” Effective December 1, 1989, your benefit under the Plan becomes “vested” once you have at least five 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 December 1, 1989 are subject to different vesting rules. Please contact the Caterpillar Benefits Center for more information.

Years of Vesting Service	Vested Percentage
Less than 5 years	0%
5 years or more	100%

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

## Pension Eligibility

If you leave the Company with a vested benefit, the table below describes when you become eligible to receive your pension. If you leave the Company after an Early Retirement Date, you may elect to receive your pension immediately or wait until a later date.

Type of Retirement	Age and Service Requirements
<b>Normal Retirement</b>	Age 65 with 5 years of Plan participation
<b>Early Retirement</b>	Any age with 30 years of Credited Service
	Age 55 with age plus Credited Service equal to 85 or more
	Age 60 with 10 years of Credited Service
<b>Mutually Satisfactory Retirement *</b>	Age 50 to 62 with 10 years of Credited Service
	Any age with 30 years of Credited Service
<b>Deferred Vested Retirement</b>	At least 5 years of Vesting Service but before meeting any combination of age and service criteria above

*\* Additional requirements may apply for Mutually Satisfactory Retirement. The Plan administrator will notify you if you are eligible for commencement under this criteria.*

For purposes of determining eligibility for your benefit, your Credited Service and Vesting Service include periods earned after the applicable freeze date.

As described in the “How Your Benefit Is Calculated”, and “Additional Early Retirement Allowance” sections, the amount of your benefit you are eligible to receive varies with your type of retirement and when you elect to commence.

## How Your Benefit Is Calculated

The amount of your pension benefit depends on the circumstances of your retirement and, in some cases, your job classification and will consist of one or more of the following components:

- your “basic” benefit amount,
- your “wage related supplement” amount,
- your “temporary benefit” amount, if applicable.

If you commence your benefit before you are age 62, you may also be eligible for an Additional Early Retirement Allowance, described in the “Receiving Your Benefit Section” below.

### Normal Retirement Benefit

The Plan’s Normal Retirement benefit formula produces a lifetime monthly pension, payable to you at your Normal Retirement Date. Your Normal Retirement Benefit consists of:

- your Credited Service multiplied by a basic benefit rate, plus
- your Credited Service multiplied by a wage related supplement rate, if applicable.

### Mutually Satisfactory or Disability Retirement Benefit

If you are eligible for Mutually Satisfactory or Disability Retirement, your benefit will consist of the basic and/or wage related supplement above plus, if you are not yet age 62 and are not yet eligible for a Social Security benefit, a temporary benefit payable until age 62 equal to:

- your Credited Service (not to exceed 30 years) multiplied by a temporary benefit rate, up to a maximum amount.

Reference your supplement to determine the basic benefit, wage related supplement, temporary benefits rates and maximum amount applicable to you. Not all employees are eligible for a wage related supplement amount and/or the multiplier may be zero.

<b>The Plan is frozen for all Employees. Your benefit is calculated based on your Credited Service earned as of the applicable freeze date, or your termination date, if earlier. You will not earn additional benefits on or after the freeze date regardless of additional service.</b>
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See “Your Service Is Important” for a description of how your Credited Service is determined.



## **How Disability Affects Your Pension**

If you became unable to work for an extended time because of Total and Permanent Disability prior to the applicable disability retirement closure, special rules may apply.

### **Service Credited While On Disability Leave**

You continue to earn Credited Service for purposes of calculating your pension benefit through the applicable freeze date while you are on an approved disability leave, receiving a long-term disability benefit under a Company-sponsored group insurance plan and a Company physician has determined that you are Totally and Permanently Disabled if:

- you incurred the bodily injury or illness giving rise to a Total and Permanent Disability before the disability retirement closure date specified in the supplement applicable to you; and
- your last day actively at work was before the disability retirement closure date specified in the supplement applicable to you.

If you are on a disability leave of absence for which you may earn Credited Service under the above rules, you will continue to earn Credited Service for purposes of determining your subsequent eligibility for Early or Normal Retirement for the period in which you are Totally and Permanently Disabled, which lasts from the date on which a Company physician provides his determination to the Plan Administrator until the earliest of the following events:

- the end of the month in which your 65th birthday occurs,
- the date you recover from your Total and Permanent Disability,
- your death,
- the date you elect to begin receiving benefits from the Plan, other than a Disability Retirement benefit, if applicable, or
- the last day of the month in which your long-term disability payments expire for such disability leave of absence.

This additional Credited Service continues while you are on disability leave even if you are receiving the Disability Retirement benefit described below. Credited Service earned while on disability leave does not count for purposes of determining if you are entitled to a Disability Retirement benefit.

## **Disability Retirement**

In certain circumstances, the Plan provided additional protection if you became unable to work for an extended time because of Total and Permanent Disability. You may have qualified for a Disability Retirement benefit *only* if:

- you incurred the bodily injury or illness giving rise to a Total and Permanent Disability before the disability retirement closure date specified in the supplement applicable to you,
- your last day actively at work was before the disability retirement closure date specified in the supplement applicable to you, and
- you had completed at least 10 years of Credited Service as a full-time employee at the time the disability occurred.

If you were eligible, your monthly Disability Retirement benefit was payable from the later of the first day of the month (i) following the 12-month anniversary of your last day actively worked, or (ii) in which the Plan Administrator is notified by a Company physician that you were Totally and Permanently Disabled.

If you were eligible and elected Disability Retirement, your benefit included the basic, wage related supplement and temporary amounts described in the Section “How Your Benefit is Calculated”. Your Disability Retirement benefit, if any, reduces any long-term disability benefits for which you may be eligible under the Company’s group insurance plans.

Your Disability Retirement benefit, if any, will not be due for any month after the earliest of:

- the month of your death,
- the month in which you cease to be Totally and Permanently Disabled,
- the month in which you reach Normal Retirement Age, or
- if applicable, the month in which you elect to retire early.

If you recover from your Total and Permanent Disability before you reach your Normal Retirement Age, you can return to work. (As described in the preceding paragraph, your Disability Retirement benefit will stop at the end of the month in which you recover, regardless of whether you return to work.)

## **Transition to Early or Normal Retirement following Disability**

If you are eligible for an Early Retirement benefit while you are receiving a Disability Retirement benefit (or after your recover), it may be advantageous for you to elect Early Retirement. If you continue to receive a Disability Retirement benefit until you reach your Normal Retirement Age, you will be eligible to begin your Normal Retirement benefit. Your Disability Retirement benefit will stop and your Normal or Early Retirement benefit will be payable upon receipt of your valid written application. Upon your transition to Normal or Early Retirement, the amount of benefit

payable to you (or your surviving Spouse) will continue to be based on the basic, wage related supplement and temporary amounts in effect on the last day worked prior to the date you became Totally and Permanently Disabled, but the Credited Service used to determine your Normal or Early Retirement benefit will include the Credited Service accrued after your Total and Permanent Disability and prior to the applicable freeze date. However, no more than one year of Credited Service while you were Totally and Permanently Disabled will be recognized as Vesting Service for purposes of determining whether you or your surviving spouse are entitled to any benefit under the Plan.

If the Plan Administrator does not receive your application in time to adjust your monthly payments as of the month following your attainment of Normal Retirement Age (or, for Early Retirement, the month for which your application is received), then you will be entitled to a lump sum payment of the difference between your Normal Retirement benefit (or Early Retirement benefit) and your Disability Retirement benefit for each month after you reach Normal Retirement Age (or, for Early Retirement, the month for which your application is received) and before your adjusted monthly payments begin.

<p><b>Note:</b> Disability Retirement is <i>not</i> available with respect to new bodily injuries or illnesses. It was only available for bodily injuries or illnesses that incurred prior to the disability retirement closure date specified in the supplement that is applicable to you, or if your last day actively at work is prior to that disability retirement closure date.</p>
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## 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.

### Automatic Distribution (Cash Out) of De Minimis Benefit

Effective for distributions made after December 31, 2023, the cash out limit will increase from \$5,000 to \$7,000. If the present value of your vested benefit following your termination of employment does not exceed the cash out limit, you will receive a lump sum payout. 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 you do not make an affirmative election to receive cash or to rollover your lump sum payout, 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 lump sum payouts prior to January 1, 2024, if the present value of your vested benefit does not exceed \$1,000 and you do not make an affirmative election to receive cash or to rollover your lump sum payout, your benefit will be paid directly to you. For more details, please contact the Caterpillar Benefits Center.

### Applying for Your Plan Benefit

If the present value of your benefit is more than \$7,000 (\$5,000 prior to January 1, 2024), 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 at [CatBenefitsCenter.com](https://CatBenefitsCenter.com) or by calling (877) 228-4010 or (718) 354-1345 (outside the U.S.).

Your benefit commencement date will be the first day of the month you elect. The amount of your pension may 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 in the “Pension Eligibility” section. If you meet any of these requirements, your early retirement benefit will be determined in the same manner as your Normal Retirement benefit. If your early retirement is based on your attainment of age 60 with 10 years of Credited Service, your benefit will be permanently reduced by 6% for each year (or ½% for each month) to reflect the longer expected payment period if you are under age 62 when you commence payment.

## **Additional Early Retirement Allowance**

If you retire before your age 62, you may be eligible for an Additional Early Retirement Allowance (“AERA”).

AERA is applicable if you elect Early Retirement, Mutually Satisfactory Retirement or Disability Retirement and your total pension payments are less than the specified AERA target. Different AERA targets apply depending on whether you have at least 30 years of Credited Service.

- If you have at least 30 years of Credited Service, AERA payments are made to increase your basic monthly pension to a fixed target amount (specified in the applicable supplement).
- If you have less than 30 years of Credited Service, the AERA target if you retire at age 60 or above is equal to a multiplier (specified in the applicable supplement) times your years of Credited Service. If you retire under age 60 and have less than 30 years of Credited Service, the multiplier amount is reduced by an increment (specified in the applicable supplement) for each month you retire under age 60.

AERA pays the difference between the applicable AERA target and your total retirement benefits (before adjustment for your selected payment option) earned under any pension plans maintained by the Company. Payments are reduced for:

- Social Security disability benefits you are eligible to receive before age 62, by an amount equal to the “temporary benefit amount” to which you would have been entitled if you had elected Mutually Satisfactory Retirement. (If you are a retired employee, you will be considered eligible to receive Social Security disability benefits even if you do not qualify for such benefit because you did not apply or you became disqualified.) This reduction will not be made for the first month for which your Social Security disability benefits are payable, and
- an amount necessary so that the total pension benefit you receive with AERA does not exceed 80% of your final monthly base pay as in effect on the earlier of (i) your last day of work for the Company, or (ii) the applicable Plan freeze date.

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 based on the payment options you elected.

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. AERA is not considered in calculating a Spouse's survivor pension from the Plan. **No AERA is paid if you are terminated for cause or before you are eligible for Early Retirement.**

If you are receiving AERA and are reemployed, your AERA will generally be suspended during the period of reemployment; see your applicable supplement for special rules, if applicable. In addition, you cannot qualify for any additional AERA benefits during such reemployment.

### **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. Your deferred vested pension is calculated on the same basis as your Normal Retirement benefit as outlined in the "How Your Benefit Is Calculated" section using your Credited Service 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 could continue to earn additional Credited Service toward your monthly pension benefit even after your Normal Retirement Date but prior to the applicable freeze date, to the extent provided in the "Your Service Is Important" section.

If you work past age 70 ½, your benefit will be the greater of (i) the benefit you earn based on your total service earned both before and after your Normal Retirement Date, or (ii) the value of your benefit earned as of the year you reached age 70 ½ (disregarding service earned after age 70 ½), actuarially increased for benefit payments you forego during your months of service after your age 70 ½.

### **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 when you actually separate from employment, if later). If you do not file your application for benefits until

a later date, your benefits will not be recalculated. Instead, your benefit will be determined as if you timely commenced your benefit and you will also receive a one-time payment for interest and missed monthly payments, if applicable.

### **Retroactive Annuity Starting Date**

In certain situations, you may elect to receive your Normal or Early Retirement benefit, 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.

### **Maximum Annual Benefit**

The maximum annual benefit that is payable as monthly installments under the Plan is limited. For 2023, the limit is \$265,000. This limit is adjusted by the IRS from time to time.

## 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 as 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 (718) 354-1345 (outside the U.S.) or via the Alight Worklife® website at [CatBenefitsCenter.com](https://www.CatBenefitsCenter.com).

If the present value of your benefit does not exceed \$7,000 (\$5,000 prior to January 1, 2024), you may receive an immediate single sum payment following your termination of employment, subject to certain conditions. For additional details, please see the “Automatic Distribution (Cash Out) of De Minimis Benefit” in the “Receiving Your Plan Benefit” section.

*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 table is a summary of your distribution options. Please see the descriptions below for further detail on each option.

<b>Distribution Option:</b>	<b>What You Receive:</b>	<b>What Your Surviving Spouse Receives:</b>	<b>Availability:</b>
<b>Single Life Annuity</b>	A monthly annuity benefit for your life.	Nothing. Payments stop at your death.	Normal form for single participants, available to all.
<b>Joint &amp; 55% Spouse’s Annuity</b>	A monthly annuity benefit for your life, reduced in some cases.	55% of the amount payable to you payable for his or her lifetime	Normal form for married participants
<b>Joint &amp; 75% Spouse’s Annuity</b>	A reduced monthly annuity benefit for your life.	75% of the amount payable to you payable for his or her lifetime	Available for married participants

**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 Joint & 55% Spouse’s Annuity Option below).**



## **Normal Form of Distribution**

If you are not married when payments begin, you will receive a Single Life Annuity.

If you are married when payments begin, you will receive the Joint & 55% Spouse's Annuity payment option (or the Qualified Joint & 55% Survivor Annuity option) unless you elect another form of payment with your Spouse's consent, if applicable.

## **Single Life Annuity Option**

The Single Life Annuity Option provides a monthly annuity payable 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.

## **Joint & 55% Spouse's Annuity**

The Joint & 55% Spouse's Annuity provides a monthly annuity payable during your lifetime, with 55% of that annuity payable to your Spouse after your death continuing for the rest of his or her life. Your benefit is reduced to pay for the Spouse's annuity only if your Spouse is more than 10 years younger than you; a reduction will be made of ½% for each full year more than 10 that your Spouse is younger than you.

If (i) your Spouse pre-deceases you after you start receiving benefits in this form, or (ii) you are divorced, this 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 permitted under the terms of the divorce, by law, or by your Spouse's specific waiver of his or her benefit on a form approved by the Plan Administrator). If the Joint & 55% Spouse's Annuity form is cancelled, you will start receiving benefits under the Single Life Annuity option.

If you are unmarried at retirement, or if your Joint & 55% Spouse's 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 Caterpillar Benefits Center and provide the required forms and documentation.

## **Joint & 75% Spouse's Annuity**

The Joint & 75% Spouse's Annuity provides a monthly annuity payable during your lifetime, with 75% of that annuity to payable to your Spouse after your death continuing for the rest of his or her life. Your benefit is reduced based on the Plan's actuarial factors to provide for the Spouse's annuity. Unlike the Joint and 55% Spouse's Annuity, if you elect the Joint & 75% Spouse's Annuity, this election is irrevocable, and you may not cancel it if your Spouse dies before you or if you are divorced.

The only beneficiary you may designate under the Joint and 55% Spouse's Annuity or Joint and 75% Spouse's Annuity options 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 Spouse's 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 Spouse's Annuity will become effective on the first day of the month after you have been married for one year.

### **If Spousal Consent Is Required**

If you are married and you want to receive your benefit as a Single Life Annuity, 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.

**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.**

### **Benefit Calculation Based on Distribution Option**

Your benefit is determined by formula as a Single Life Annuity Option, which pays benefits only as long as you live. Your benefit by formula may be reduced as described above if it is paid under another form that continues to pay benefits to your Spouse after your death. This reduction is intended to account for the fact that payments must cover the lives of two people.

## Death And Survivorship Benefits

If you die after you are vested, your Spouse may be eligible for a survivor benefit.

*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**

**If you die after becoming eligible for Early Retirement**, your survivor benefit is equal to the amount your Spouse would have been entitled to receive under the Joint & 55% Spouse’s Annuity as if you had 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 will be re-calculated using the early retirement reduction factors (if any) in effect at that time.

**If you die before becoming eligible for Early Retirement**, 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 after the date you would have reached early retirement age. 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 will be re-calculated using the reduction factors for early commencement of a deferred vested pension in effect at that time.

## **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 Joint & 55% Spouse’s Annuity benefit. 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 from the Company and are rehired after the applicable Plan Closure Date, you will not resume active participation in the Plan. This means that you will earn no additional Credited Service for eligibility for early retirement, AERA, or benefit amounts under the Plan. You will, however resume accrual of Vesting Service for determining whether you have earned a non-forfeitable right to the 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 becoming vested, no benefits are payable from this Plan.
- If you die before becoming vested, no benefit is payable to your Spouse, or other beneficiary from this Plan.
- If 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 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. Your service and benefits may be 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 and Vesting 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 Service leave.

<p><b>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.</b></p>
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## **General Plan Information**

### **Plan Name, Type and Number**

The official name of the Plan is the Caterpillar Inc. Non-Contributory Pension 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.

Caterpillar Inc.  
5205 N. O'Connor Boulevard, Suite 100  
Irving, TX 75039  
(972) 891-7700

### **Plan Number**

The “plan number” used for filings with the Department of Labor and IRS is 001.

### **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. The address of the Plan Administrator for non-financial aspects of the Plan is as follows:

Caterpillar Inc.  
Attn: Plan Administrator – Caterpillar Inc. Non-Contributory Pension Plan  
100 N.E. Adams Street  
Peoria, Illinois 61629-4400  
(309) 675-1000

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.

You may direct any questions to the Plan Recordkeeper through the following contact information:

Caterpillar Benefits Center  
4 Overlook Point  
P.O. Box 1436  
Lincolnshire, IL 60069-1436  
(877) 228-4010  
(718) 354-1345 (outside the U.S.)  
[CatBenefitsCenter.com](http://CatBenefitsCenter.com)

**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 the Caterpillar QDRO Service Center.

You may direct any questions to the QDRO Administrator through the following contact information:

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:

Corporation Service Company  
251 Little Falls Drive  
Wilmington, DE 19808  
(800) 927-9801 ext. 63482

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](mailto: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 valuations, 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 a benefit payment you receive from the Plan exceeds the amount you should have been paid, the Plan may recover the overpayment by requiring you to return the excess to the Plan, by reducing any future payments to you, or by any other method deemed reasonable by the Plan Administrator and permitted under applicable law and Internal Revenue Service guidance.

### **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. 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. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under the Plan, but some people may lose certain benefits.

The PBGC generally covers: (1) Normal Retirement and Early Retirement Benefits, (2) disability benefits if you become disabled before the Plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does *not* cover:

- (1) Benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates;
- (2) Some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates;
- (3) Benefits that are not vested because you have not worked long enough for the Company;
- (4) Benefits for which you have not met all of the requirements at the time the Plan terminates;
- (5) Certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan’s normal retirement age; and
- (6) Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money 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 Technical Assistance Division, 1200 K Street N.W., Suite 930,

Washington, D.C. 20005-4026, or call (202) 326-4000 (not a toll free number). TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

### **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 your claim. You must first follow the Plan's claim and appeal procedure to remedy your claim prior to pursuing any claim for benefits in court.

### Non-Disability Claims

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 – AB4400  
Peoria, IL 61629-4400

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 – AB4400  
Peoria, IL 61629-4400

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.

### **Disability Claims**

If your claim for benefits involves a determination of “disability” or “Totally and Permanently Disabled,” then the Plan’s claims procedures will be modified as follows:

The 90-day period for response to the claim will be a 45-day period. The Plan Administrator may extend that 45-day period for up to 30 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond its control and notifies you, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the Plan Administrator expects to make a decision. If, prior to the end of the first 30-day extension period, the Plan Administrator determines that, due to matters beyond its control, a decision cannot be made within that extension period, the period for making the determination may be extended for up to 30 more days. The Plan Administrator must notify you, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the Plan Administrator expects to make a decision. In the case of any extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. The Plan Administrator must give you at least 45 days in which to provide the information specified in the extension notice.

The notice of an adverse benefit determination will be written in a culturally and linguistically appropriate manner and will also include the following:

- A copy of any internal rule, guideline, protocol, standard or other criterion that was relied on in making the determination or a statement that a copy of such rule, guideline, protocol, standard or other criterion is available, free of charge and upon request;
- If the adverse benefit determination is based on medical necessity, experimental treatment or a similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination made, applying the terms of the Plan to the claimant’s medical circumstances, or a statement that such explanation will be provided free of charge;
- A discussion of the decision, including an explanation of the basis for disagreeing with or not following the views of the health care or vocational professional presented by the applicant or obtained by the Plan, or any Social Security Administration disability determination; and
- A description of any applicable Plan-imposed limitations period, including the calendar date when the limitations period will expire.

The 60-day period in which you must file an appeal is extended to 180 days. The 60-day period for responding to the appeal will be a 45-day period. Any extension for that period will also be 45 days.



Within 180 days after receipt of a claim denial, or if no claim denial is received, within 180 days of the date the decision should have been provided, you may also:

- Review documents and information relevant to your claim (solely within the meaning of Department of Labor Regulation Section 2560.503-1(m)(8)) free of charge. All requests for documents and information must be in writing;
- Submit written comments, documents, records and other information relating to the claim for benefits; and
- Receive (free of charge), as soon as possible and sufficiently in advance of the date a request for appeal must be submitted, any new or additional evidence considered, relied upon, or generated in connection with your claim and any new or additional rationales forming the basis of the determination of your claim.

If the adverse benefit determination is based on a medical judgment, the Benefit Appeals Committee will:

- Consult with a health care professional who has appropriate training and experience in the medical field involved in the medical judgment. This health care professional will not be an individual who was consulted in connection with the initial determination, nor the subordinate of such individual; and
- Identify any medical or vocational experts whose advice was sought in making the adverse benefit determination.

If the Benefits Appeals Committee denies your appeal, the notice of decision will be written in a culturally and linguistically appropriate manner and will also include the following information:

- A copy of any internal rule, guideline, protocol, standard or other criterion that was relied on in making the determination, or a statement that a copy of such rule, guideline, protocol or other criterion is available, free of charge and upon request;
- If the adverse benefit determination is based on medical necessity, experimental treatment or a similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination made, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge;
- A discussion of the decision, including an explanation of the basis for disagreeing with or not following the views of the health care or vocational professional presented by the applicant or obtained by the Plan, or any Social Security Administration disability determination;
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records or other information relevant to your claim; and

- A statement of your right to bring a civil action under section 502(a) of ERISA, and a description of any applicable Plan-imposed limitations period, including the calendar date when the limitations period will expire.

## **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 document 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.

## **Online Security Tips**

You can reduce the risk of fraud and loss to your retirement account by following these basic rules issued by the Employee Benefits Security Administration, an agency of the United States Department of Labor. You may also access this information at <https://www.dol.gov/sites/dolgov/files/ebsa/key-topics/retirement-benefits/cybersecurity/online-security-tips.pdf>.

### **Register, Set Up and Routinely Monitor Your Online Account**

- Maintaining online access to your retirement account allows you to protect and manage your investment.
- Regularly checking your retirement account reduces the risk of fraudulent account access.
- Failing to register for an online account may enable cybercriminals to assume your online identity.

### **Use Strong and Unique Passwords**

- Don't use dictionary words.
- Use letters (both upper and lower case), numbers, and special characters.
- Don't use letters and numbers in sequence (no "abc", "567", etc.).
- Use 14 or more characters.
- Don't write passwords down.
- Consider using a secure password manager to help create and track passwords.
- Change passwords every 120 days, or if there's a security breach.
- Don't share, reuse, or repeat passwords.

### **Use Multi-Factor Authentication**

- Multi-Factor Authentication (also called two-factor authentication) requires a second credential to verify your identity (for example, entering a code sent in real-time by text message or email).

### **Keep Personal Contact Information Current**

- Update your contact information when it changes, so you can be reached if there's a problem.
- Select multiple communication options.

### **Close or Delete Unused Accounts**

- The smaller your on-line presence, the more secure your information. Close unused accounts to minimize your vulnerability.
- Sign up for account activity notifications.

## **Be Wary of Free Wi-Fi**

- Free Wi-Fi networks, such as the public Wi-Fi available at airports, hotels, or coffee shops pose security risks that may give criminals access to your personal information.
- A better option is to use your cellphone or home network.

## **Beware of Phishing Attacks**

- Phishing attacks aim to trick you into sharing your passwords, account numbers, and sensitive information, and gain access to your accounts. A phishing message may look like it comes from a trusted organization, to lure you to click on a dangerous link or pass along confidential information.
- Common warning signs of phishing attacks include:
  - A text message or email that you didn't expect or that comes from a person or service you don't know or use.
  - Spelling errors or poor grammar.
  - Mismatched links (a seemingly legitimate link sends you to an unexpected address). Often, but not always, you can spot this by hovering your mouse over the link without clicking on it, so that your browser displays the actual destination.
  - Shortened or odd links or addresses.
  - An email request for your account number or personal information (legitimate providers should never send you emails or texts asking for your password, account number, personal information, or answers to security questions).
  - Offers or messages that seem too good to be true, express great urgency, or are aggressive and scary.
  - Strange or mismatched sender addresses.
  - Anything else that makes you feel uneasy.

## **Use Antivirus Software and Keep Apps and Software Current**

- Make sure that you have trustworthy antivirus software installed and updated to protect your computers and mobile devices from viruses and malware. Keep all your software up to date with the latest patches and upgrades. Many vendors offer automatic updates.

## **Know How To Report Identity Theft and Cybersecurity Incidents**

- The FBI and the Department of Homeland Security have set up valuable sites for reporting cybersecurity incidents. You may access links to these sites from the Online Security Tips document located at <https://www.dol.gov/sites/dolgov/files/ebsa/key-topics/retirement-benefits/cybersecurity/online-security-tips.pdf>.

## **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 elect Early Retirement, Mutually Satisfactory or Disability Retirement benefits 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.

### **Affiliate**

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

### **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. 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., or any affiliate that adopts the Plan for its employees.

### **Credited Service**

Credited Service is used to determine your eligibility for, and amount of your monthly pension benefit. Credited Service is measured in years and months while you are an employee who is a participant in the Plan.

### **Disability Retirement**

A temporary monthly benefit payable to an employee who, before reaching Normal Retirement Age, becomes Totally and Permanently Disabled.

### **Early Retirement**

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

### **Mutually Satisfactory Retirement**

Retirement after you satisfy certain age and service requirements and certain additional standards. The Plan Administrator will notify you if you are eligible for Mutually Satisfactory Retirement.

**Normal Retirement**

Retirement upon reaching your Normal Retirement Age.

**Normal Retirement Age**

Age 65 and five years of participation in the Plan.

**Normal Retirement Date**

The first day of the month following your attainment of Normal Retirement Age.

**Plan Year**

The calendar year.

**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 death benefit under the Plan, you and your Spouse must have been married for at least one year.

**Total and Permanent Disability (Totally and Permanently Disabled)**

A disability, as a result of which you are not engaged in regular employment or an occupation for remuneration or profit (excluding employment or an occupation determined by the Company to be for rehabilitation), and for which the Company's physician determines on the basis of medical evidence that you are prevented by bodily injury or disease from engaging in any regular occupation or employment and that your disability will be permanent and continuous through the remainder of your life.



**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 five 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. 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. Vesting Service is subject to certain adjustments that are set forth in the Plan document.

**Supplement  
to the  
Summary Plan Description  
of the  
Caterpillar Inc. Non-Contributory Pension Plan**

*UAW Central*

<b>Purpose</b>	This document supplements the Summary Plan Description (“SPD”) of the Caterpillar Inc. Non-Contributory Pension Plan (the “Plan”) as of January 1, 2023 and describes the Plan terms that apply solely to employees (and former employees) of the Company who are (or were) in the bargaining units covered by the Supplemental Agreement Relating to Non-Contributory Pension Plan between Caterpillar Inc. (the “Company”) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its affiliated Local Union Nos. 145, 751, 1872, 974 and 2096 (the “Union”).
<b>Eligibility</b>	If you were hired prior to January 10, 2005, you are a participant in the Plan if, generally as of January 9, 2005, you were a full-time employee of the Company on the prevailing schedules of the department to which you are assigned, but only if you were within the bargaining unit described above, and you were not: (1) a logistics-distribution hourly employee (as defined in the Plan) who elected to participate in the Caterpillar Inc. Tax Deferred Retirement Plan in lieu of participation in this plan; (2) a leased employee; (3) a person who provides services to the Company and is classified by the Company as an independent contractor, employee of a third party, temporary employee, contract employee (unless the contract provides for participation in the Plan), co-op employee, or an apprentice or intern employee; (4) a separated employee who returned to service with the Company on or after January 10, 2005; and (5) a supplemental employee (as defined in the Plan) who became a full-time employee on or after January 10, 2005.
<b>Plan Closure Date</b>	January 10, 2005 - Any person who was not already a participant in the Plan on or before January 9, 2005 will not become a participant.
<b>Disability Retirement Closure Date</b>	March 7, 2011 - Disability Retirement is not available with respect to bodily injuries or illnesses incurred on or after March 7, 2011, or if your last day actively at work is on or after March 7, 2011.
<b>Plan Freeze Date</b>	January 1, 2016 - No Plan participant covered by this supplement will earn additional Plan benefits for periods of service occurring on or after January 1, 2016. However, all such participants earning benefits immediately prior to January 1, 2016 will continue to earn Vesting Service and Credited Service on and after January 1, 2016 for purposes of determining retirement eligibility and the method by which any applicable AERA benefit is to be calculated.

**Credited Service**

In addition to the rules regarding Credited Service in the body of the SPD, the following special rules apply to participants covered by this supplement:

- For any single continuous period of layoff that commenced prior to October 1, 1970, your Credited Service will be limited to 3 months;
- Credited Service will include certain periods of leave of absence while holding a position on the staff of the UAW and other periods of union leave prior to April 1, 2004 to attend contract negotiations or official meetings of your union local. Special rules apply for periods of leave relating to international union leaves of absence. If you believe these rules may apply to you, contact the Caterpillar Benefits Center;
- If you retired on or after February 1, 2016 but before March 2, 2017, you continued to earn Credited Service for employment on and after January 1, 2016 for purposes of determining the amount of your Additional Early Retirement Allowance (“AERA”), provided you did not transfer to a position that is not eligible for participation in the Plan;
- If you are a logistics-distribution hourly employee (as defined in the Plan) who did not elect to participate in the Plan instead of participating in the Caterpillar Inc. Tax Deferred Retirement Plan, you will earn no Credited Service after December 31, 2005; and
- If you are a supplemental employee (as defined in the Plan), you will receive a full year of Credited Service for each calendar year in which you are credited with at least 2,000 hours of service while you are an eligible person and a participant, and you will receive pro-rata service credit for each calendar year in which you have less than 2,000 hours of service but more than 1,000 hours. If you transfer to full time employment with the Company, your benefit will be determined based on your Credited Service and the benefit rates as of your date of transfer.

No participant will earn Credited Service under the Plan on or after the Plan Freeze Date for purposes of earning additional benefits.

**Vesting Service**

In addition to the rules regarding Vesting Service in the body of the SPD, the following period is also counted for Vesting Service:

- for layoffs commencing after December 1, 1976, up to 12 months for any single continuous period of layoff in excess of 12 months.

**Basic Benefit Amounts**

The monthly basic benefit amount with respect to Plan participants, other than supplemental employees (as defined in the Plan) and logistics-distribution hourly employees (as defined in the Plan), who retire on or after March 7, 2011 is \$43.35. Please contact the Caterpillar Benefits Center for the amount if your last day worked was prior to March 7, 2011.

**Wage Related Supplement**

The monthly amount of wage related supplement payable to a Plan participant other than a supplemental employee (as defined in the Plan) and a logistics-distribution hourly employee (as defined in the Plan) (before application of

**Benefit  
Amounts**

any reduction or adjustment factors to it on account of early commencement or benefits payable to a surviving Spouse) will be determined by the table below.

Generally, the wage related supplement is calculated by multiplying:

- The number of years of Credited Service earned for the purpose of determining benefit amounts, by
- The amount set forth in the “Amount by Which Years of Credited Service Are Multiplied For Retirements on or After February 1, 2005” column opposite the applicable class of which he or she was a member for the longest period of time within the two-year period ending with the earlier of: (i) his retirement date, the last day worked prior to the date he becomes Totally and Permanently Disabled, or the date of he moves from employment in a group covered by the Plan to employment in a group that is not covered by the Plan, whichever is applicable, or (ii) the Plan Freeze Date. If, during the two-year period, a Plan participant was laid off or commenced an authorized leave of absence, then for the period of such layoff or leave of absence the Plan participant is considered to have continued in the class in which he or she was immediately prior to the layoff or leave of absence.

<b>Class</b>	<b>Labor Grade Rate Steps*</b>	<b>Amount by Which Years of Credited Service Are Multiplied For Retirements on or After February 1, 2005**</b>
1	1-1 thru 1-13, 2-1 thru 2-12, 3-1 thru 3-12, 4-1 thru 4-11	\$0 .00
2	2-13, 3-13, 4-12	0.70
3	3-14	1.40
4	3-15, 4-13	2.10
5	4-14, 5-1	2.80
6	4-15, 5-2, 6-1	3.50
7	4-16, 5-3, 6-2	4.20
8	5-4, 6-3	5.60
9	6-4	7.00

\* The first number refers to the labor grade and the second number refers to the rate step within those labor grades. (For example, a Plan participant receiving the first (lowest) rate step in labor grade 3 (3-1) would be in Class 1. Any Plan participant receiving a basic hourly rate higher than 6-4 will be in Class 9.)

\*\* Plan participants will receive two times the applicable amount for any Credited Service that is both (i) in excess of 30 years, and (ii) accrued (A) after March 31, 1998 and (B) prior to January 10, 2005.

Please contact the Caterpillar Benefits Center for the amount if your last day worked was prior to February 1, 2005.

**Temporary  
Benefit  
Amounts**

The monthly temporary benefit amount with respect to Plan participants, other than supplemental employees (as defined in the Plan) and logistics-distribution hourly employees (as defined in the Plan), who retire on or after March 7, 2011 is \$37.80 per year of Credited Service (up to a maximum monthly temporary benefit amount of \$1,134). Please contact the Caterpillar Benefits Center for the amount if your last day worked was prior to March 7, 2011.

**AERA  
Amounts**

The monthly AERA amount payable to a Plan participant other than a supplemental employee (as defined in the Plan) and a logistics-distribution hourly employee (as defined in the Plan) is determined as follows:

- For participants who retire on or after March 7, 2011 with 30 or more years of Credited Service, the total monthly benefit amount for determining the monthly AERA payable will be \$2,800.
- For participants who retire on or after March 7, 2011 with less than 30 years of Credited Service, the monthly benefit rate per year of Credited Service for determining the monthly AERA payable will be determined as follows:

If age at retirement date is:

60 years or more:	\$93.33
59 years and 11 months etc.,	\$92.48
decreasing by 1-month steps*	\$00.85

\* For each succeeding month the benefit rate shall be decreased by the amount shown.

Please contact the Caterpillar Benefits Center for the amount if your last day worked was prior to March 7, 2011.

**Benefit  
Amounts  
(Supplemental  
Employees and  
Logistic-  
Distribution  
Hourly  
Employees)**

The benefit amounts with respect to supplemental employees (as defined in the Plan) and logistics-distribution hourly employees (as defined in the Plan) who were eligible to earn additional Credited Service as of March 7, 2011 and who retire on or after March 7, 2011 are determined as follows.

- A monthly basic benefit amount of \$21.70 per year of Credited Service.
- If applicable under the Plan, a monthly AERA determined as follows:
  - For participants who retire on or after March 7, 2011 with 30 or more years of Credited Service, the total monthly benefit amount for determining the monthly AERA payable will be \$2,200; and
  - For participants who retire on or after March 7, 2011 with less than 30 years of Credited Service, the monthly benefit rate per year of Credited Service for determining the monthly AERA payable will be determined as follows:

If age at retirement date is:

60 years or more:	\$73.33
59 years and 11 months etc.,	\$72.66
decreasing by 1-month steps*	\$00.67

\* For each succeeding month the benefit rate shall be decreased by the amount shown.

- If applicable under the Plan, a monthly temporary benefit amount equal to \$18.90 per year of Credited Service (up to a maximum monthly temporary benefit amount of \$567).

Please contact the Caterpillar Benefits Center for the amount if your last day worked was prior to March 7, 2011.

**Special Rules** No Plan participant who, as of January 9, 2005, was a logistics-distribution hourly employee (as defined in the Plan), will earn additional Plan benefits for periods of service on or after January 1, 2006, unless such individual irrevocably elected to participate in the Plan in lieu of participating in the Company's Tax Deferred Retirement Plan, in accordance with procedures established by the Company.

Each Plan participant who, as of January 10, 2005, was a Supplemental Employee and who becomes a full-time employee, will not earn additional Plan benefits after the date his employment status changes.

If you are receiving Disability Retirement benefits, the Plan Administrator may request that you provide verification of your wages and employment status. If you do not comply with this request within 30 days following the date of such request, your monthly Disability Retirement benefit may be suspended. Please contact the Caterpillar Benefits Center if you have any questions.

**Limitation on Action** Any court action to recover Plan benefits or to enforce or clarify rights under the Plan under section 502 of ERISA brought by a Participant or a beneficiary must be commenced within twenty-four (24) months after the claimant has exhausted the Plan's claim review and appeal procedure described in the body of the SPD.

**Use of Terms** All of the terms and provisions of the Plan and the body of the SPD shall apply to this supplement, except that where the terms of the body of the SPD and this supplement conflict, the terms of this supplement shall control. The Plan document shall always take precedence over the terms of the SPD and this supplement.

**Effective Date** The effective date of this supplement is January 1, 2023 and describes the terms of the Plan as in effect on such date.