

Exhibit Q

**MARMON CONSOLIDATED
RETIREMENT PLAN**

Summary Plan Description

January 1, 2016

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MARMON CONSOLIDATED RETIREMENT PLAN

Plan Highlights

The Marmon Consolidated Retirement Plan (the Plan) is sponsored and maintained by Marmon Engineered Components Company (the Company) for the benefit of eligible employees of the Marmon-affiliated companies that have adopted the Plan.

The basic information about the Plan is summarized in this booklet, and the provisions unique to your group are summarized in the Supplement to this Summary Plan Description (or Summary), found in the back pocket of this booklet.

The Plan is communicated in multiple summary plan descriptions. Each version applies to a separate group of employees. This Summary (and the Supplement) describes the provisions of the Plan that apply to you. Other groups of employees participate in the Plan under different terms and receive separate Summary Plan Descriptions. All of the groups receiving separate Summary Plan Descriptions are listed in the Participating Groups section of this Summary.

The Plan:

- Offers voluntary tax-advantaged savings opportunities
- Allows for Employer contributions as described in the Supplement
- Gives you a choice of investments
- Offers the convenience of saving through payroll deduction
- Can provide benefits at retirement, death or disability, or termination of employment

The information contained in this booklet constitutes a Summary Plan Description. To help you better understand the Plan, you should read the Summary Plan Description very carefully.

This description only summarizes the provisions that are contained in the formal Plan document. ***Your rights will always be determined under the Plan document itself.*** The terms of the Plan cannot be modified by written or oral statements made to you by the Plan Administrator or any other personnel. If any information in this Summary is inconsistent with the Plan document, the provisions of the Plan document will govern in all cases. The Plan document is available for review at the offices of your local Benefits Committee during normal business hours.

If you have questions about the Plan, please call the MassMutual Retirement Plan Information Line at **1-800-854-0647** to speak to a Customer Service Representative from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday. You can also log on to Retirement Access at **massmutual.com/retirementaccess**.

Joining the Plan

Eligibility

Eligible Employees

The Supplement to this Summary lists the employees employed by the Employer (the term Employer is defined in the Supplement) who are eligible to participate in the Plan pursuant to the terms of this Summary. The following employees of the Employer are not eligible to participate in the Plan: (1) those covered by a collective bargaining agreement (unless the bargaining agreement specifically provides for participation); (2) leased employees; (3) those not hired by the Employer as an "employee" regardless of whether they are reclassified by a governmental entity, court, or another third party as an "employee" of the Employer; (4) non-resident aliens who receive no U.S. source earned income from the Employer; and (5) certain employees of foreign subsidiaries.

Service Requirements

If you are an eligible employee of the Employer, you will be eligible to participate in each portion of the Plan after you complete the applicable service requirement described in your Supplement.

Employee Contribution Portion

If you are an eligible employee, you are eligible to contribute to the Plan as described in the Supplement. Depending on the terms of the Supplement, your contributions may be made on a pre-tax or after-tax basis.

Employer Contribution Portion

The type of Employer contribution to the Plan varies among the many Employers participating in the Plan. The Supplement section of this Summary explains your Employer's contributions to the Plan.

In general, if you terminate your employment and are subsequently rehired, you will receive credit for your prior Service for purposes of determining your eligibility to join the Plan upon your rehire. For example, if you were eligible for the Plan before you left the Employer, you will, generally, be eligible when you are rehired. However, if you previously terminated employment with no vested amounts under the Plan and incur five consecutive One Year Breaks-In-Service (See "Break-In-Service Rules" below) prior to your rehire, you will not receive credit for your prior Service.

Electing to Contribute

Enrollment in the Plan is completely voluntary. Prior to the date you become eligible to participate in the Plan, you will receive an Enrollment Kit that details major Plan provisions and enrollment procedures. To enroll in the Plan, simply call the MassMutual Retirement Plan Information Line at **1-800-854-0647** or log on to Retirement Access at **massmutual.com/retirementaccess**. When you enroll in the Plan, you select the rate at which

you want to contribute and where you want to invest your contributions. Your contributions will be made directly from your Pay and will start as soon as administratively possible after you elect to save. You can also change or stop your contributions at any time.

Naming Your Beneficiary

You will be asked to designate a beneficiary(ies) to whom your Plan funds would be paid in the event of your death by completing a beneficiary designation form and submitting it as instructed on that form. As required by Federal law, if you are married and designate someone other than your spouse as your beneficiary, such designation will not be effective unless your spouse approves the designation by signing the beneficiary form in the presence of a Notary Public. Any such approval will be irrevocable unless there is a subsequent change in the beneficiary designation. If you are not married at the time of your death due to divorce, your former spouse will not be the beneficiary unless, after the divorce, you designate the former spouse as beneficiary or a qualified domestic relations order received by the Plan Administrator before your death provides that the former spouse must be treated as the beneficiary. If no beneficiary has been designated, your Plan Account will be paid out as provided in the Plan.

Service

In general, for eligibility and vesting purposes under the Plan, "Service" means your employment with the Employer and its affiliates.

In general, Service under the Plan is used to determine when you are eligible to participate in the Plan and to calculate your vested percentage (the portion of your Plan Account to which you are entitled if you leave an Employer) under the Plan. See your Supplement to determine how much service will be required for eligibility and vesting purposes. Hours of Service are based on the number of hours you work each day. If you are not paid on the basis of hours worked, Hours of Service will be determined as described in the Supplement. In addition to your actual working time, you will receive credit for up to five hundred and one (501) Hours of Service for any continuous period of non-working time for which you are paid or entitled to pay (e.g., vacations, holidays, sick leave, etc.).

Break-In-Service Rules

A One Year Break-In-Service is defined in the Supplement. In determining whether or not you have a One Year Break-In-Service, a leave of absence for maternity or paternity reasons will not count against you. You will be credited with enough Service to prevent a One Year Break-In-Service during the first Plan Year in which you work less than five hundred and one (501) Hours due to a leave of absence related to your pregnancy or childbirth, the placement of an adopted child in your home, or the care of the child immediately after birth or the placement in your home.

Plan Contributions

Salary Deferral Contributions

You may elect to contribute a certain percentage of your Pay on a pre-tax basis to the Plan, if your Supplement provides for pre-tax salary deferral contributions. This contribution is called

the "Salary Deferral Contribution" or "elective deferral contribution" and is credited to your Salary Deferral Contribution Account. Your Salary Deferral Contributions to the Plan are made by payroll deduction on a pre-tax basis. From each paycheck, you may authorize the Employer to defer any full percentage of your Pay within the range set forth in the Supplement, up to the IRS maximum limitation established each year.

For purposes of the Plan, "Pay" has the meaning set forth in the Supplement. "Pay" is determined before salary reductions for your contributions to a cafeteria plan, transportation benefit plan, or the Plan's 401(k) feature. The Internal Revenue Service places a limit on the amount of "Pay" that can be considered for purposes of the Plan. The limit may be adjusted periodically for inflation.

When you make Salary Deferral Contributions, you are directing the Employer to reduce your Pay by that amount. This reduces your taxable earnings for Federal Income Tax purposes so that your withholding for income taxes is less. The net effect is that it costs you less to make these contributions because your current income taxes are reduced. FICA (Social Security) taxes will continue to be based on your full Pay, so that your entitlement to Social Security benefits will not be reduced by your participation in the Plan's 401(k) feature.

After-Tax Contributions

You may elect to contribute a certain percentage of your Pay on an after-tax basis to the Plan, if your Supplement provides for after-tax contributions. This contribution is called the "After-Tax Contribution" and is credited to your After-Tax Contribution Account. Your After-Tax Contributions to the Plan are made by payroll deduction on an after-tax basis. From each paycheck you may authorize the Employer to deduct on an after-tax basis any full percentage of your Pay within the range set forth in the Supplement.

Catch-Up Contributions

This section applies to you if you may make Salary Deferral Contributions under the Plan. If you are a Participant who (a) will be at least 50 years old by the end of the calendar year, and (b) has either (i) contributed the maximum amount of Salary Deferral Contributions allowed for a calendar year or (ii) contributed the maximum percentage amount allowed under the Plan, you are eligible to make an additional pre-tax salary deferral contribution under the Plan, called a "Catch-Up Contribution." The amount of any such Catch-Up Contributions will be credited to your Catch-Up Contribution Account under the Plan, subject to annual limits established by the IRS. Catch-Up Contributions are not eligible for Matching Contributions.

Changing, Suspending or Resuming Contributions

Depending on the types of contributions permitted under your Supplement, you may increase, decrease, stop or start Salary Deferral Contributions and/or After-Tax Contributions at any time through Retirement Access 24 hours per day or by calling the MassMutual Retirement Plan Information Line at 1-800-854-0647, Monday through Friday 8:00 a.m. to 8:00 p.m. Eastern Time. The change will take effect as soon as administratively practicable after it is received.

Matching and/or Retirement Contributions

The Supplement describes any Matching and/or Retirement Contributions that the Employer makes to the Plan for a Plan Year on your behalf. To be eligible for a Matching or Retirement Contribution, if any, you must have satisfied the initial eligibility requirements for the Matching or Retirement Contribution portion of the Plan, and you must satisfy any additional requirements set forth in the Supplement. If you are a Participant who has satisfied the eligibility requirements for the Matching or Retirement Contribution portion of the Plan, as described in the Supplement, you will be eligible to receive a Matching or Retirement Contribution as described in the Supplement.

Rollover Contributions and Transfers

If you receive a distribution from another employer's qualified retirement plan and are an eligible employee under the Plan, you may roll over that distribution into the Plan, unless such rollovers are not permitted under your Supplement. The rollover must comply with IRS regulations on rollovers and is subject to approval of the Benefits Committee. A Rollover Contribution will not be accepted if it may jeopardize the qualified or exempt status of the Plan. Rollover Contributions of property and after-tax contributions will not be accepted.

In order to make a Rollover Contribution to the Plan, you must complete the Rollover Contribution Form (and other appropriate documents) and file the form with MassMutual at the address indicated in the Rollover packet.

Your approved Rollover Contribution will be placed in a separate Account and will have no impact on the amount you can defer from your current pay into the Plan. The value of your Rollover Account will be nonforfeitable and will be paid to you at your termination of employment in addition to any other benefits available from the Plan, according to the rules on Plan distributions, unless you withdraw your Rollover Contributions earlier. (See "Plan Payouts," below.)

Limits on Salary Deferral Contributions, After-Tax Contributions and Matching Contributions

The Internal Revenue Service requires that salary deferral plans such as the Plan satisfy special nondiscrimination tests at the end of each Plan Year. If employees considered by the IRS to be "highly compensated employees" contribute to the Plan as a group, more than other employees, the IRS may require that Salary Deferral Contributions and/or After-Tax Contributions of some of those "highly compensated employees" be reduced. A similar rule applies with respect to Matching Contributions. You will be notified by the Plan Administrator if, at any time, these IRS rules will require you to reduce your Salary Deferral Contributions and/or After-Tax Contributions (or require the return to you of any excess Salary Deferral Contributions and/or After-Tax Contributions and any earnings attributable to such contributions) or will require the Employer to reduce the Matching Contributions to be made to your Plan Account (or require the return of any excess Matching Contributions and any earnings attributable to such contributions).

Participant Accounts

Your contributions will be recorded in separate Accounts. Your Accounts under the Plan are established for recordkeeping purposes only. Your Plan Account will include contributions (as adjusted for earnings or losses) to the following Accounts, as applicable:

- Salary Deferral Contribution Account and/or After-Tax Contribution Account
- Matching Contribution Account
- Retirement Contribution Account
- Catch-Up Contribution Account
- Rollover Account

As a Participant, you decide how your Plan Account is invested. You may choose to invest in any of the various different funds offered through the Plan, subject to certain restrictions. You may select a single investment option for your entire Plan Account, or you may invest your Plan Account in any combination of the options offered. However, your investment allocations must be made in one percent (1%) increments. Earnings are automatically reinvested in the fund in which they are earned. Plan investments are valued daily.

The elections for investing your Plan Account are solely your responsibility.

It is important that you understand that you have the ability to control the investment of your Plan Account by selecting among the investment choices provided under the Plan. No employee of the Employer, representative of the Plan or investment or fund manager can make investments for you. If you do not choose your own investment strategy for your Plan Account, then all of your contributions will be automatically invested (defaulted) into one of the Target Retirement Lifestyle Models that corresponds to your "projected" retirement date, which for this purpose is age 65. The Target Retirement Lifestyle Models are the Plan's Qualified Default Investment Alternative (QDIA). The QDIA is used to direct investment of contributions in the Plan when investment instructions have not been provided by a Participant. The use of the QDIA does not guarantee that you will have adequate retirement income or that the QDIA is the most appropriate investment for your personal situation. More information on the QDIA can be found in your enrollment kit.

Because you make the investment choices, the Plan Administrator cannot be responsible for any losses resulting from your investment elections. It is intended that the Plan meet the requirements of Section 404(c) of the Employee Retirement Income Security Act of 1974, and Section 2550.404(c)-1 of Title 29 of the Code of Federal Regulations, which relieves Plan fiduciaries of liability for any losses which are the direct and necessary result of the investment instructions given by Participants, beneficiaries or alternate payees under a qualified domestic relations order.

Information regarding the investment funds offered through the Plan is provided to you in the enrollment packet that you receive when you become eligible to participate in the Plan. You can also review the mutual fund prospectuses and fund fact sheets on Retirement Access at

massmutual.com/retirementaccess or you can access such information by calling the MassMutual Retirement Plan Information Line at 1-800-854-0647.

This material should help you decide which fund or funds are best for your needs. Each investment option is intended to provide a different degree of investment risk and expected investment return so that you can tailor your savings and investment program to meet your long-term and short-term needs. The Plan may add additional funds or eliminate any existing funds from time to time. Information pertaining to any fund changes within the Plan will be communicated to you.

Making Your Investment Elections

If you choose to contribute to the Plan, you will elect how to invest your contributions and the Employer's contributions when you access Retirement Access or when you call the MassMutual Retirement Plan Information Line. MassMutual representatives are available to speak with you regarding your investments, Monday through Friday, from 8:00 a.m. to 8:00 p.m. Eastern Time.

Changing the Investment of Contributions

You can change the investment of future contributions or transfer existing balances among the funds (within Plan limits) through Retirement Access or by calling the MassMutual Retirement Plan Information Line. Please keep in mind that changing the investments of new contributions is a transaction that is separate from transferring existing balances.

Important Note: There is a limit of 20 on the number of transfer elections of existing balances that can be made electronically between funds each calendar year. All exchanges initiated on the same day are aggregated together and count as one exchange against this limit. An electronic transfer includes a transfer made online through Retirement Access or by phone to the MassMutual Retirement Plan Information Line automated service. Exchanges in excess of 20 per calendar year will need to be elected by mail to MassMutual Retirement Services, LLC, P.O. Box 55274, Boston, MA 02205-5274.

Asset Allocation Options

Fund Rebalance options allow you to reallocate your Plan balances by indicating your desired investment allocation. The Rebalance options available are as follows:

- **Rebalancing option:** Allows you to initiate a transaction that will reallocate your funds according to a specific investment allocation.
- **Systematic Rebalancing option:** By establishing Systematic Rebalancing, all new money contributed to your Plan Account will be allocated according to your chosen investment allocations. Any existing dollars in your portfolio will be rebalanced quarterly based on the start date chosen for the selected frequency. The automatic rebalancing will occur after the close of business on the 20th day of the last month of each quarter (March 20, June 20, September 20, and December 20). Systematic Rebalancing does not apply to your Plan Account if you are invested in one of the Plan's Lifestyle Models because the Models are already subject to automatic quarterly rebalancing.

- **Target Retirement Lifestyle Models:** Each "Lifestyle Model" offered through the Plan is created by taking predetermined percentages of the investment funds offered in the Plan to create a single investment option. The models have a target maturity date at which you are "projected" to retire, which for this purpose is age 65. **If you elect a Lifestyle Model, that election will apply to your entire Plan Account.**

Your contributions and your Employer's contributions will be invested according to your most recent investment election. If you have never filed a valid investment election, all your Accounts will be invested in one of the Lifestyle Models based upon the target maturity date at which you are projected to retire, until you make a valid election.

Please note that if you transferred from employment as part of another group participating in the Plan and have Accounts attributable to that employment, you will need to make separate investment elections for those Accounts.

Transaction Fees or Expenses

As of the date of the publication of this Summary, there are no transaction fees or expenses associated with the purchase or sale of investment choices offered under the Plan that would reduce your Plan Account. Please review the prospectus for the investment funds for information on fees associated with the investment funds.

Investment Earnings

Your Plan Account is adjusted for investment earnings or losses each business day. If you suspend your Plan contributions, your Plan Account will still be credited with investment earnings or losses on the value of your Plan Account balance.

Benefit Statements

As soon as practicable after the end of each calendar quarter (March 31, June 30, September 30, December 31), you will receive a personalized account statement. The statement will show the value of your Plan Account, including any contributions that you and the Employer have made to the Plan and the investment results for the funds in which your money is invested.

Proxy Voting; Tender Offers

With respect to mutual funds, the Plan Administrator votes the number of shares credited to your Plan Account for each mutual fund in which you are invested.

Information Available Upon Request

Upon request, you will be provided with:

1. A description of the annual operating expenses of each investment option available under the Plan which reduce the rate of return you receive from such investment option and the aggregate amount of such expenses expressed as a percentage of average net assets of the investment option;
2. Copies of any prospectus, financial statements and reports, and other material relating to the investment options available under the Plan;

3. A list of the assets comprising the portfolio of each investment option available under the Plan which constitute "plan assets" and the value of each asset;
4. The name of the issuer, term, and rate of return of any fixed rate investment contract issued by a bank, savings and loan or insurance company available as an investment option under the Plan;
5. Information concerning the value of shares or units in investment options available under the Plan, as well as the past and current investment performance of each option determined net of expenses; and
6. Information concerning the value of shares or units in the investment choices held in your Plan Account.

If you would like to receive any of the above information, please call the MassMutual Retirement Plan Information Line at **1-800-854-0647**.

Vesting

Vesting refers to your nonforfeitable right to the value of your Plan Account should your employment with the Employer terminate. You are always one hundred percent (100%) vested in the full value of the investments made with your own contributions. This includes your Salary Deferral Contributions, After-Tax Contributions, and Rollover Contributions (and, if applicable, Catch-Up Contributions).

If you are an employee of the Company or one of its affiliates when any of the following occur, you automatically become one hundred percent (100%) vested in the value of your Employer Contribution Accounts:

- When you reach age sixty five (65)
- If you die
- If you become permanently disabled
- If the Plan is terminated or discontinued

Otherwise, you become vested in the value of your Employer Contribution Accounts in accordance with the vesting schedule set forth in the Supplement.

If you are not one hundred percent (100%) vested and you receive a distribution from the Plan when you terminate employment, you will forfeit the portion of your Employer Contribution Accounts that is not vested on the date the distribution is made.

If you are not one hundred percent (100%) vested and you do not receive a distribution from the Plan when you terminate employment, you will forfeit the portion of your Employer Contribution Accounts that is not vested on the earlier of the last day of the Plan Year in which you incur five (5) consecutive One Year Breaks-In-Service or, if you elect to receive a distribution of the vested portion of your Plan Account, the date the distribution is made.

If you are subsequently rehired after forfeiting the non-vested portion of your Employer Contribution Accounts, you may be entitled to recover the portion of your Plan Account that you forfeited. The forfeited amount will be restored to your Plan Account if you are reemployed before five (5) consecutive One Year Breaks-In-Service (see "Break-In-Service Rules" above) and you repay any previous distribution of amounts in which you were vested at the time you terminated employment. Please contact the Benefits Committee if you wish to make such a repayment. However, if you are reemployed after five (5) consecutive One Year Breaks-In-Service, you will not be able to recover the previously forfeited non-vested portion of your Plan Accounts.

Amounts forfeited will be used to offset all or part of future Employer Contributions or to pay administration expenses of the Plan following the forfeiture. If a former Participant is later reemployed and entitled to a forfeited amount, that amount will be restored.

In general, if you terminate employment and are subsequently rehired, you will receive credit for your prior service for purposes of determining your Years of Service under the Plan. However, if you previously terminated employment with no vested amounts under the Plan (and you had not made any Salary Deferral or After-Tax Contributions to the Plan) and you incur five consecutive One Year Breaks-In-Service prior to your rehire, you will not receive credit for such prior service.

Withdrawals While You Are Employed

Hardship Withdrawals

Hardship Withdrawals may be available from your Salary Deferral Contributions, Catch-Up Contributions, After-Tax Contributions and Rollover Account only for an immediate and heavy financial need and only when other financial resources are exhausted. Any special hardship withdrawal rules applicable to you are described in the Supplement to this Summary.

To obtain a Hardship Withdrawal, you must call the Retirement Information Plan Line at **1-800-854-0647** to get the necessary application. Send the completed application, along with the other required documentation, to the address indicated on the hardship withdrawal form.

When your withdrawal application is received, if your request is approved, your withdrawal will be processed as soon as practicable. If you request and receive a Hardship Withdrawal from the Plan and you are making Salary Deferral Contributions, Catch-Up Contributions and/or After-Tax Contributions under the Plan or any other voluntary contribution or payment under any other deferred compensation plan maintained by your Employer or any other employer which participates in the Plan or any affiliate, IRS rules require that your contributions be suspended for a six-month period following receipt of the withdrawal, unless your Supplement provides otherwise. Additionally, if the amount withdrawn includes current year Salary Deferral Contributions, the amount of Matching Contributions from your Employer may be reduced accordingly. See your Supplement for further information.

You may only withdraw the amount necessary to cover the immediate and heavy financial need (including additional amounts necessary to pay any federal, state or local income taxes or penalties resulting from the withdrawal). In order to take a hardship withdrawal, you must submit supporting documentation. The amount you may withdraw on account of hardship can be

based only on the amount provided in the supporting documentation. The following is a listing of what may qualify as an immediate and heavy financial need:

- An amount necessary to obtain medical care or for reimbursement of medical expenses for you or a family member;
- An amount necessary to purchase your principal residence (excluding mortgage payments);
- Tuition and related educational fees (including expenses for room and board) for post-secondary education for you or a family member for the next twelve months;
- An amount necessary to prevent your eviction or mortgage foreclosure on your principal residence;
- Burial or funeral expenses of a family member; or
- Expenses for the repair of damage to your principal residence that arose from fire, storm or some other casualty, or from theft, that are not covered by insurance, and that would qualify for an income tax return casualty loss deduction.

Under IRS rules, the following persons will be considered your "family members:" your spouse, your child, your stepchild, your foster child, your or your spouse's siblings, or your or your spouse's parents or grandparents.

IRS rules provide that earnings on Salary Deferral Contributions and Catch-Up Contributions (regardless of when such contributions were made) may not be withdrawn on account of hardship.

Please note that under applicable IRS rules, After-Tax Contributions and earnings on such contributions and all other currently available distributions and non-taxable loans under the Plan and all other qualified and non-qualified plans of the Employer or any affiliate must be withdrawn before withdrawal of Salary Deferral Contributions and Catch-Up Contributions.

Withdrawals After Age 59½

See the Supplement to determine whether age 59½ withdrawals are available under your Supplement. If you request a withdrawal after you attain age 59½ that includes current year Salary Deferral Contributions, the Matching Contribution from your Employer for the Plan Year may be reduced. See your Supplement for more information.

After-Tax Withdrawals

See the Supplement to determine whether after-tax withdrawals are available under your Supplement.

Plan Payouts

When you retire on or after your normal retirement age, which is age 65 unless your Supplement provides otherwise, or otherwise terminate your employment with an Employer, you are entitled to a distribution of the vested value of your Plan Account. The vested value of your Plan Account is adjusted for investment earnings and losses on contributions and reduced by withdrawals from the Plan. The Supplement may contain special Plan payout rules.

If the vested value of your Plan Account is greater than \$1,000, the Supplement may contain special rules on payouts of your Plan Account. See the Supplement for details. If your Supplement does not contain such special rules, or if the special rules in the Supplement do not apply to you, payouts from the Plan are described below.

Payment Due to Retirement or Termination of Employment

In general, unless special rules outlined in your Supplement require otherwise, the distribution of your Plan Account can be paid in two ways. You may have all or any portion of your distribution (1) paid in a direct rollover and/or (2) paid directly to you.

If the vested value of your Plan Account is \$200 or less (including any Rollover Account), your benefit will be paid to you in a cash lump sum payment as soon as practicable following your termination.

If the vested value of your Plan Account is greater than \$200 but does not exceed \$1,000 (including any Rollover Account), your benefit will be paid to you in a cash lump sum payment as soon as practicable following your termination, if you do not elect a direct rollover or cash lump sum payment.

If the vested value of your Plan Account is greater than \$1,000 but does not exceed \$5,000 (excluding any Rollover Account), and you have reached your normal retirement age, your vested Accounts will be paid to you in a cash lump sum payment, if you fail to elect a cash lump sum payment or a direct rollover to an individual retirement plan of your choosing.

If you terminate employment prior to reaching your normal retirement age and the vested value of your Plan Account is greater than \$1,000, you may elect to defer receipt of the lump sum payment of your benefit to any date prior to the 60th day of the year following the year you reach your normal retirement age.

Payment Due to Disability

If you terminate employment on account of suffering a total and permanent Disability, you will be eligible for the distribution forms described in the section above and in the Supplement.

Unless otherwise defined in the Supplement, Disability for purposes of the Plan means any physical or mental incapacity which, in the opinion of a physician approved by the Benefits Committee, renders a Participant incapable of performing the duties customarily performed by him or her immediately preceding the incapacity.

Payment Due to Death

Except as otherwise provided in an applicable Supplement, if you die before beginning to receive benefits, the entire value of your Plan Account will be paid to your beneficiary (subject to any spousal consent requirements) in a cash lump sum payment, unless your beneficiary is your surviving spouse and your spouse elects a direct rollover to an individual retirement plan, or a non-spouse beneficiary elects a distribution rolled over in a direct trustee-to-trustee transfer to an individual retirement plan.

Tax Treatment of Plan Payouts

The rules governing the tax treatment of the payment of your Plan Account are very complex. A summary of these rules will be provided to you. You should consult your tax advisor for advice regarding the tax consequences relating to the distribution of your Plan Account. In general, as noted above, unless special rules outlined in your Supplement require otherwise, the distribution of your Plan Account can be paid in two ways. You may have all or any portion of your distribution (1) paid in a direct rollover and/or (2) paid directly to you. The following is a general overview of the federal tax rules.

Effect of a Rollover on Taxes

You will be taxed on a payment from the Plan if you do not roll it over. If you are under age 59½ and do not do a rollover, you will also have to pay a 10% additional income tax on early distributions (unless an exception applies). However, if you do a rollover, you will not have to pay tax until you receive payments later and the 10% additional income tax will not apply if those payments are made after you are age 59½ (or if an exception applies).

Where Rollovers May Be Made

You may roll over the payment to either an IRA (an individual retirement account or individual retirement annuity) or an employer plan (a tax-qualified plan, section 403(b) plan, or governmental section 457(b) plan) that will accept the rollover. The rules of the IRA or employer plan that holds the rollover will determine your investment options, fees, and rights to payment from the IRA or employer plan (for example, no spousal consent rules apply to IRAs and IRAs may not provide loans). Further, the amount rolled over will become subject to the tax rules that apply to the IRA or employer plan.

Ways To Make a Rollover

There are two ways to do a rollover. You can do either a direct rollover or a 60-day rollover.

If you do a direct rollover, the Plan will make the payment directly to your IRA or an employer plan. You should contact the IRA sponsor or the administrator of the employer plan for information on how to do a direct rollover.

If you do not do a direct rollover, you may still do a rollover by making a deposit into an IRA or eligible employer plan that will accept it. You will have 60 days after you receive the payment to make the deposit. If you do not do a direct rollover, the Plan is generally required to withhold 20% of the payment for federal income taxes. This means that, in order to roll over the entire payment in a 60-day rollover, you must use other funds to make up for the 20% withheld. If you

do not roll over the entire amount of the payment, the portion not rolled over will be taxed and will be subject to the 10% additional income tax on early distributions if you are under age 59½ (unless an exception applies).

10% Additional Income Tax on Early Distributions

If you are under age 59½, you will have to pay the 10% additional income tax on early distributions for any payment from the Plan (including amounts withheld for income tax) that you do not roll over, unless one of the exceptions listed below applies. This tax is in addition to the regular income tax on the payment not rolled over.

The 10% additional income tax does not apply to the following payments from the Plan:

- Payments made after you separate from service if you will be at least age 55 in the year of the separation
- Payments made due to disability
- Payments after your death
- Corrective distributions of contributions that exceed tax law limitations
- Payments made directly to the government to satisfy a federal tax levy
- Payments made under a qualified domestic relations order (QDRO)

Rollovers to a Roth IRA

If you roll over the payment to a Roth IRA, a special rule applies under which the amount of the payment rolled over (reduced by any after-tax amounts) will be taxed. However, the 10% additional income tax on early distributions will not apply (unless you take the amount rolled over out of the Roth IRA within five years, counting from January 1 of the year of the rollover). For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs).

You cannot roll over a payment from the Plan to a designated Roth account in an employer plan.

Rollovers for Surviving Spouses, Beneficiaries of Deceased Participants, and Alternate Payees under a Qualified Domestic Relations Order

Payments after death of the Participant. If you receive a distribution after the Participant's death that you do not roll over, the distribution will generally be taxed in the same manner described elsewhere in this Summary.

If you are a surviving spouse. If you receive a payment from the Plan as the surviving spouse of a deceased Participant, you have the same rollover options that the Participant would have had. In addition, if you choose to do a rollover to an IRA, you may treat the IRA as your own or as an inherited IRA.

If you are a surviving beneficiary other than a spouse. If you receive a payment from the Plan because of the Participant's death and you are a designated beneficiary other than a surviving

spouse, the only rollover option you have is to do a direct rollover to an IRA that will be treated as an inherited IRA. Payments from the inherited IRA will not be subject to the 10% additional income tax on early distributions. You will have to receive required minimum distributions from the inherited IRA.

Payments under a qualified domestic relations order. If you are the spouse or former spouse of the Participant who receives a payment from the Plan under a qualified domestic relations order (QDRO), you generally have the same options the Participant would have (for example, you may roll over the payment to your own IRA or an eligible employer plan that will accept it). Payments under the QDRO will not be subject to the 10% additional income tax on early distributions.

How Your Benefit Payout Can Be Affected

There are some situations that can affect the amount of your payout:

- If stock prices or interest rates change, the value of your investments will also change.
- If you terminate before you are fully vested in your Employer Contributions, you will not receive the non-vested amount.
- If you terminate and are later rehired before receiving your benefit payout, IRS rules say that your benefit cannot be paid to you. The benefit will be returned to your Plan Account and paid to you when you become eligible to receive it.
- If you have made a withdrawal from your Plan Account while employed, your payout at termination will not include the amount you withdrew.
- An Employer must be able to locate you (or your beneficiary) in order to make the payout. It is essential that you keep your current name, address, and social security number on file with the Benefits Committee at all times. Also, you should update the Benefits Committee regarding any changes in your beneficiary designation.

General Information

Plan Expenses & Fees

The administrative expenses of the Plan may be paid with Plan assets. Plan expenses and fees are subject to change at any time.

Per Capital Administrative Expenses

Certain administrative costs, including recordkeeping fees paid to MassMutual, are divided equally among all Plan Participants; that is, the expenses are added up and divided equally by the number of Plan Participants. These expenses are deducted from each Participant's Account. The per Participant fee for recordkeeping services is charged quarterly to each Participant's Plan Account.

Current Transaction Charges

Certain types of transactions selected by Participants have charges associated with them, which are deducted from the Participant's Plan Account. Participants who elect to obtain a plan loan are charged a \$100 loan origination fee. Participants requesting and receiving distributions or withdrawals from the Plan are charged a \$15 transaction fee for each withdrawal or distribution. The Plan Account of a Participant who submits a qualified domestic relations order (QDRO) to the Plan will generally be charged 50% of the cost associated with evaluation of the order's legal status, with the remaining portion of that expense being charged to the account established for the alternate payee named in the order.

Allocated Administrative Expenses

Certain administrative costs such as for legal and audit services to the Plan, if not paid by the Plan Sponsor, are totaled and allocated pro-rata among all Plan Participants based the value each Participant's Plan Account.

Future of the Plan

Although the Company intends to maintain the Plan permanently, changing circumstances may require its amendment or termination. The Plan Administrator has the right to amend the Plan in any way, eliminate benefits under the Plan (but not any benefits you have already earned) or to terminate the Plan at any time by resolution. If the Plan does terminate, you will be fully vested in your Plan Account. If the Plan is terminated, its funds would be used solely for the benefit of Participants and their beneficiaries, as prescribed by law.

Federal Insurance

This Plan is an individual account defined contribution plan. As such, benefits under the Plan are not guaranteed by the Pension Benefit Guaranty Corporation (PBGC). The PBGC is a governmental entity that insures certain benefits provided by defined benefit plans.

Assignment of Benefits

The value of your Plan Account is generally not subject to the claims of your creditors or creditors of your spouse or other beneficiaries. You may not assign, sell, or commit any balance in your Plan Account in any way. However, your benefits may be attached to satisfy an obligation for payment in certain situations. Such situations include, but are not limited to, certain settlement agreements with the Secretary of Labor, a federal tax levy or a "qualified domestic relations order" issued by a state court. A qualified domestic relations order is an order that requires your benefits be paid to someone other than you or your named beneficiary in connection with child support, alimony or marital property rights. To obtain a copy of the Plan's procedures governing qualified domestic relations orders, please contact the Plan Administrator.

Military Service

If you are performing service in the uniformed services or returning from uniformed service, you may have certain rights with respect to the Plan pursuant to Federal law. Contact the Plan Administrator for more information.

Plan Claims and Appeals

If you would like to make a claim with respect to any benefits under the Plan, you must submit a written claim to the Benefits Committee. Your written claim should set forth all the information necessary to determine whether the claim should be approved or denied.

If the Benefits Committee determines that you are not entitled to benefits under the Plan, the Benefits Committee will send you a written notice stating:

- The specific reason or reasons for the adverse determination;
- Specific reference to the Plan provisions on which the determination is based;
- A description of any additional information needed from you and why such information is required; and
- The steps you can take to ask for a review of the decision and a statement of your right to bring a civil action under ERISA following an adverse benefit determination on review.

If a Disability Claim (as defined below) is denied, the written notice of the decision will also inform you, as the claimant, of:

- any internal rule, guideline, protocol, or other similar criterion which was relied upon in making the adverse determination, or a statement that such a rule, guideline, protocol, or similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request.

The statement is normally sent within ninety (90) days after the date your claim was received (except a Disability Claim (as defined below)). However, in special situations, the Benefits Committee may need an extension of time (up to another ninety (90) days) to process your request. If an extension is necessary, you will be notified of the reasons for the delay and the date you may expect to receive a decision about your request.

Within 45 days after the receipt of a Disability Claim (as defined below), the Benefits Committee will provide the claimant with written notice of its decision on a Disability Claim, unless the Benefits Committee determines that an extension of time is necessary due to matters beyond the control of the Plan. In such a case, the Benefits Committee will have an additional 30 days to decide the claim if, within 45 days of the filing of the Disability Claim, the Benefits Committee provides the claimant with a written notice of the extension. Further, within the first additional 30 day extension, the Benefits Committee may determine that a further extension of time is necessary due to matters beyond the control of the Plan. In such a case, the Benefits Committee will have an additional 30 days to decide the claim if, within the first additional 30 day period of extension, the Benefits Committee provides the claimant with a written notice of the second extension. In the case of an extension of a Disability Claim, the notice of extension will explain the standards on which entitlement to the benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. The claimant will be given at least 45 days from receipt of the notice of the extension to provide the specified information.

A "Disability Claim," with respect to the Plan, means a claim by a Participant for which the Benefits Committee or the Plan Administrator must make a determination of Disability in order to decide a claim for benefits.

An adverse benefit determination may be appealed by submitting a written request for a review to the Plan Administrator within sixty (60) days after the date you receive notice of the adverse benefit determination (180 days for a Disability Claim). You or your representative may review all pertinent Plan documents and submit evidence, arguments, reasons, and comments to the Plan Administrator in writing regarding your claim. You may also request in writing that copies of the legal Plan document and other documents concerning your request be made available for your review.

Upon receipt of a request for review of a claim denial, the Plan Administrator will undertake a full and fair review of the claim denial. The Plan Administrator's review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial determination. The Plan Administrator's review of a Disability Claim will not give deference to the initial adverse benefit determination. If an adverse benefit determination of a Disability Claim is based in whole or in part on a medical judgment, the Plan Administrator will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment and who was not consulted in connection with the initial adverse benefit determination nor is a subordinate of such individual. The Plan Administrator will also identify the medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination of the claimant's Disability Claim regardless of whether the advice was relied upon in making the benefit determination.

Normally, you will receive a written notice of the Plan Administrator's final decision, including specific references to Plan provisions on which it is based, within sixty (60) days after the date you request a review of your claim (45 days for a Disability Claim).

If the claim on appeal is wholly or partially denied, the written notice of the decision will inform the claimant of:

- the specific reason(s) for the adverse benefit determination;
- reference to the specific Plan provision(s) on which the benefit determination is based;
- a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; and
- a statement of the claimant's right to bring an action under section 502(a) of ERISA.

If a Disability Claim is denied on appeal, the written notice of the decision will also inform the claimant of:

- any internal rule, guideline, protocol, or other similar criterion which was relied upon in making the adverse determination or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other similar criterion will be provided free of charge to the claimant upon request; and
- the following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office."

If, because of special circumstances, the Plan Administrator requires an extension of time beyond the 60-day period (45-day period in the case of a Disability Claim) for processing the claim, the Plan Administrator may extend the period in which to make the decision up to 120 days after receipt of the review request (90 days after receipt of the review request in the case of a Disability Claim). To obtain the extension, the Plan Administrator must provide the claimant with a written notice of extension prior to the termination of the initial 60-day period (45-day period in the case of a Disability Claim). The extension notice will indicate the special circumstances requiring the extension of time and the date by which the Plan expects to render the determination on review.

You may pursue legal action only after you have completed the claims process described above. See the next section of this Summary containing an ERISA Rights statement. **The Plan requires that you bring any legal action based on a denied claim within one year after the final denial.** Failure to file a timely legal action will cause your rights to expire.

Your ERISA Rights

As a Participant in this 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:

1. Examine, without charge, at the Employer's or Plan Administrator's office, all Plan documents, and a copy of the latest annual report (Form 5500) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
2. Obtain upon written request to the Employer or Plan Administrator copies of documents governing the operation of the Plan, and a copy of the latest annual report (Form 5500), and updated Summary Plan Description. The Employer or Plan Administrator may make a reasonable charge for the copies.
3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
4. Obtain a statement telling you whether you have the right to receive the full value of your Plan Account and if so, what your benefit would be if you stop participating in the Plan now. If you do not have a right to the full value of your Plan Account, the statement will tell you how many more years you have to work to be eligible for the full value. This

statement must be requested in writing and is not to be given more than once a year. The Plan must provide the statement free of charge.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people 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 benefit or exercising your rights under ERISA.

If your claim for a 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 these rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within thirty (30) days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to one hundred ten dollars (\$110) per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's assets, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in Federal court. The court will decide who should pay the costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim frivolous.

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

A Final Note

This description is intended to provide you with a convenient summary of the Plan. Although it describes important features of the Plan, it does not take precedence over the legal Plan document (including any amendments thereto). If there is any conflict between the wording in

this Summary Plan Description and the wording of the legal Plan document, as amended, the legal Plan document, as amended, will govern at all times.

Plan Information

Name of Plan	Marmon Consolidated Retirement Plan
Plan Sponsor	Marmon Engineered Components Company EIN: 32-0023596
Address of the Plan Sponsor	181 West Madison Street, 26th Floor Chicago, Illinois 60602-4510
Plan Administrator	Marmon Retirement Administrative Committee The Plan Administrator has full discretion to interpret Plan provisions and authorize all benefit payments. The determinations of the Plan Administrator are final and binding, except as otherwise provided by law.
Address of the Plan Administrator	181 West Madison Street, 26th Floor Chicago, Illinois 60602-4510 Phone: 312-372-9500
Type of Plan	Discretionary profit sharing plan with Section 401(k) savings feature and ERISA Section 404(c) plan
Type of Administration	Day-to-day administration of the Plan is performed by a third party administrator under contract with the Plan Sponsor.
Agent for Service of Legal Process	Legal process may be served upon the Plan Administrator. Alternatively, legal process may be served upon the Plan Trustee.
Benefits Committee	The Plan Administrator has appointed a local Benefits Committee for each Employer to conduct the day-to-day administration and operation of the Plan.
Plan Trustee	Reliance Trust Company
Address	Reliance Trust Company 1100 Abernathy Road Northpark Building 500, Suite 400 Atlanta, Georgia 30328-5620
Plan Effective Date	December 31, 2010

Plan Year	January 1 through December 31
Plan Number	001
Collective Bargaining	Certain portions of the Plan are maintained pursuant to collective bargaining agreements. These portions are identified in the applicable Supplements. If a Supplement indicates that it is maintained pursuant to collective bargaining, affected Participants and beneficiaries may obtain a copy of the applicable collective bargaining agreement.

Plan Recordkeeper

Recordkeeping and general administration services for the Plan are provided by MassMutual Retirement Services, LLC. Services available from MassMutual include on-line access, a toll free telephone voice response system, and a customer service center. Contact information for those resources follows below.

Contacting MassMutual Retirement Services

General Information – how to access your Plan Account and get help

- To access your Plan Account online, logon to the **Retirement Access** website at www.massmutual.com/retirementaccess. To use the service you will need a browser with 128-bit encryption. Through this website, you can check your account balance, review fund fact sheets and prospectuses, change your investment elections, and rebalance your portfolio.
- If you prefer to use the telephone, call the **Retirement Plan Information Line (800-854-0647)** Monday through Friday from 8:00 a.m. to 8:00 p.m., Eastern Time to get information about your Plan Account and perform many of the same transactions available through the website.

To access your Plan Account via the telephone or website for the first time, please refer to the instructions in the Enrollment Brochure you received from your Employer.

MassMutual's Retirement Access website and the Retirement Plan Information Line are tools that can make saving and investing in the Plan easier. You may:

1. Enroll in the Plan; name a beneficiary; change your Personal Identification Number ("PIN")
2. Find out your current account balance and investment elections
3. Determine your contribution election percentages and change them, if you wish
4. Select your investment options from among the Plan's available investment funds or the Lifestyle Models

5. Review your current investment choices for future contributions and change them, if you wish
6. Transfer or reallocate your current account balance between funds
7. Request prospectus and other investment fund information
8. Request a copy of your quarterly account statement
9. Request an in-service withdrawal, a distribution or a Plan loan

Participating Groups

Groups Participating In Plan and Receiving Separate Summary Plan Descriptions

Anderson Copper and Brass Company LLC Hourly Employees
Campbell Hausfeld LLC – Closed Group
Cerro Flow Products LLC Union Employees
Ecowater Systems LLC Hourly Employees
Ecowater Systems LLC (Ripley, MS) Non-Union Hourly Employees
Graver Technologies LLC Hourly Employees at Glasgow, Delaware
Graver Technologies LLC Hourly Employees at Newark, New Jersey
L.A. Darling Company LLC Hourly Employees (Carpenters) – Closed Group
L.A. Darling Company LLC Hourly Employees (Piggott) – Closed Group
L.A. Darling Company LLC Hourly Employees (Teamsters)
Marmon/Keystone LLC Warehouse Employees (Butler)
Marmon/Keystone LLC Warehouse Employees (Chicago) – Closed Group
Marmon/Keystone LLC Warehouse Employees (Kansas City)
Penn Aluminum International LLC Hourly Employees
RSCC Wire & Cable LLC (Clinton, Massachusetts) Former Hourly Employees
RSCC Wire & Cable LLC (East Granby) Hourly Employees
Streater LLC Union Employees
Uni-Form Components Co. Hourly Employees at Sheldon, Texas
Wells Lamont Hourly Non-Union Employees
Wells Lamont Hourly Union Employees

Union Tank Car and Related Locations:

Alexandria—UTLX Manufacturing LLC Employees at Alexandria, Louisiana
Altoona—Union Tank Car Company Hourly Employees at Altoona, Pennsylvania
Cleveland—Union Tank Car Company Hourly Employees at Cleveland, Texas
East Chicago—Former UTLX Manufacturing LLC Employees at East Chicago, Indiana
Evanston—Union Tank Car Company Hourly Employees (Repair Shops/Others) at Evanston, Wyoming
Joliet—Former Union Tank Car Company Hourly Employees at Joliet, Illinois
Marion—Union Tank Car Company Hourly Employees at Marion, Ohio
McKenzie—McKenzie Valve and Machining LLC Hourly Employees
Muscatine—Union Tank Car Company Hourly Employees at Muscatine, Iowa
Repair Shops/Others—Union Tank Car Company Hourly Employees (Repair Shops/Others)
Richmond—Union Tank Car Company Hourly Employees at Richmond, California
Sheldon—UTLX Manufacturing LLC Employees at Sheldon, Texas
Valdosta—Union Tank Car Company Hourly Employees at Valdosta, Georgia
Ville Platte—Union Tank Car Company Hourly Employees at Ville Platte, Louisiana