As of July 2008, participating employers in the DuPont Pension and Retirement Plan, Title I include:

- E. I. du Pont de Nemours and Company
- DuPont Performance Elastomers, L.L.C.
- Optimum Quality Grains, L.L.C.
- DuPont Vespel Parts and Shapes, Inc.

All references to “the Company” in this document pertain to the specific company that employs you.
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DETAILS OF THE PLAN

Preface
This Summary Plan Description (SPD) provides a concise description of Plan coverage available for you and your eligible survivors.

While this SPD contains detailed and important information about your benefit Plan, every attempt has been made to communicate that information clearly and in easily understandable terms.
While the Company intends to continue the benefits and policies described in this SPD, the Company reserves the right to change, modify or discontinue the Plan at its discretion at any time. This SPD does not constitute a contract of employment or guarantee any particular benefit.

In the event of a discrepancy between this SPD and the Plan document, the Plan document will govern.

Introduction
The DuPont Pension and Retirement Plan, Title I is designed to provide you with a lifetime retirement income based on your length of service and your earnings with the Company.

The Plan was modified significantly effective January 1, 2007. Please pay special attention to changes in benefit formulas and other benefits described below. Employees first hired on or after January 1, 2007 do not participate in the Plan. Employees rehired on or after January 1, 2007 will not earn additional service or benefits for time after their rehire date.

Planning for Your Survivors
The DuPont Pension and Retirement Plan, Title I offers a number of options for providing income to your survivors following your death. Some of these options are paid for entirely by the Company. You should consider the financial circumstances of your survivors carefully when making survivor benefit elections in connection with your retirement to ensure they will have adequate income.

Who is Eligible
Employees of DuPont (as defined by the provisions of the Plan) hired or rehired on or before December 31, 2006 are eligible to participate in the DuPont Pension and Retirement Plan, Title I beginning on the first day of DuPont employment. Limited Service Employees will not accrue any additional benefits under the Plan effective January 1, 2008.

Normal Retirement Age
The normal retirement age under the Plan is the later of age 65 or, for employees who begin participation in the Plan after age 60, the fifth anniversary of the date when Plan participation began.
When You May Retire

Normal Retirement
You are eligible for an unreduced normal pension if you are a Full-Service Employee, at least 65 years old, and have at least 15 years of service. If you qualify for a normal retirement, your pension is calculated by the Plan benefit formulas described in “Your Plan Benefit Formulas.” The formula producing the highest benefit is used.

Early Retirement
You are eligible for an early pension after reaching age 50 (but before reaching age 65) with at least 15 years of service if you are a Full-Service Employee. If you qualify for an early retirement, your pension is calculated by the Plan benefit formulas described in “Your Plan Benefit Formulas.” The formula producing the highest benefit is used.

An unreduced benefit is available if you retire between ages 58 and 65, and if your service and age add up to 85 or more; otherwise, you can retire with a reduced pension.

The chart below indicates the various age and service combinations necessary for an unreduced early pension. It also shows the percentage of pension you can receive under other age and service combinations.

Optional Retirement at Involuntary Termination
The pension plan may also provide benefits for Full-Service Employees who are terminated involuntarily. You are eligible for an optional pension if you are over age 50 with at least 15 years of service and are terminated involuntarily for reasons other than dishonesty, insubordination, other misconduct, or termination to permit you to be employed by a subsidiary, a buyer of Company assets, a joint venture of the Company, or a service provider.

Let’s say, for example, that your pay and service entitle you to a benefit of $1,000 per month, payable at age 65. You have 23 years of service and you are age 60. This chart indicates that, if you decide to retire and start pension payments now, you would receive 90% of your $1,000 pension—or $900 per month. If you wait until you are 61 to retire and start pension payments, you would then have another year of service and age and would be entitled to an unreduced benefit.
If you are terminated involuntarily for lack of work and have at least 25 years of service, you may be eligible for an optional pension as early as age 45. The 25-year service requirement is reduced by two years for each year past your 45th birthday.

<table>
<thead>
<tr>
<th>Age</th>
<th>Service Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>45</td>
<td>25</td>
</tr>
<tr>
<td>46</td>
<td>23</td>
</tr>
<tr>
<td>47</td>
<td>21</td>
</tr>
<tr>
<td>48</td>
<td>19</td>
</tr>
<tr>
<td>49</td>
<td>17</td>
</tr>
<tr>
<td>50</td>
<td>15</td>
</tr>
</tbody>
</table>

If you qualify for optional retirement, your pension is calculated using the Plan benefit formulas described in “Your Plan Benefit Formulas.” The formula producing the highest benefit is used.

The chart above is used in the same manner as the chart under the “Early Retirement” section to determine the percentage of pension you can receive in the event of an involuntary retirement.
Incapability Retirement

As a Full-Service Employee with at least 15 years of service, you may be able to retire with an incapability pension—if you are deemed permanently incapable of doing your job with the required degree of efficiency. If you qualify for an incapability pension, your pension is calculated using the Plan benefit formulas described in “Your Plan Benefit Formulas.” The formula producing the highest benefit is used, and there is no reduction for early retirement. In addition, you may receive an incapability supplement equal to either:

- 50% of your Primary Social Security Benefit (PSSB), or
- $90 a month,

whichever is greater. You receive this supplement until you either begin receiving a Social Security disability benefit or reach age 62, whichever is the first to occur.

More information on DuPont disability income resources can be found in the Total and Permanent Disability Income Plan SPD.

Other Retirements

You or a survivor may also be entitled to a benefit from the Plan:

- If you leave the Company, you may still be entitled to a Plan benefit, provided you have at least five years of service. However, under certain circumstances, you may become vested before acquiring five years of service.
- If you die before or after retirement, your spouse or other survivor(s) may be entitled to a benefit from the Plan, provided you are vested in the Plan.

Your Plan Benefit Formulas

Because there are many different jobs, functions, and pay histories at DuPont, the pension plan uses multiple formulas to ensure that your retirement income is based on your individual situation. Payments are automatically based on the formula that generates the highest pension for you. However, your benefit, as calculated under Formula A or Formula B, when added to your Primary Social Security Benefit (PSSB) may not exceed your Average Monthly Compensation.

Formula A involves your years of service, Average Monthly Compensation, and a multiplier percentage.

**Formula A**

\[
[1.2\% \times \text{Service through December 31, 2007} \times \text{Average Monthly Compensation as of Termination}]
\]

plus

\[
[0.4\% \times \text{Service after December 31, 2007} \times \text{Average Monthly Compensation as of Termination}]
\]

= Your Monthly Pension

Formula B is like Formula A, but it uses a somewhat higher multiplier percentage and includes consideration of your Primary Social Security Benefit (PSSB).
**Formula B**

\[
[1.5\% \times \text{Service through December 31, 2007}] \times [\text{Average Monthly Compensation as of Termination} - (50\% \times \text{PSSB} \times \text{Service through December 31, 2007} / \text{Total Service})] \\
\]

*plus*

\[
[0.5\% \times \text{Service after December 31, 2007}] \times [\text{Average Monthly Compensation as of Termination} - (16.67\% \times \text{PSSB} \times \text{Service after December 31, 2007} / \text{Total Service})] \\
\]

= Your Monthly Pension

Formula C was frozen as of December 31, 2007 which establishes a minimum level of benefit available. It uses a dollar multiplier, your frozen service, and a percentage of your frozen Average Monthly Compensation. If your service as of December 31, 2007 is less than 15 years, \(2/3\% \times \text{Service through December 31, 2007}\) will be substituted for 10% in the formula.

**Formula C**

\[
($9 \times \text{Service through December 31, 2007}) + (10\% \times \text{Average Monthly Compensation as of December 31, 2007}) \\
\]

= Your Monthly Pension

**Definitions**

**Service for Full- and Limited-Service Employees**

For Full-Service Employees (FSEs), length of service is “continuous service” as determined under the Company’s Continuity of Service Rules, that is, the time elapsed since your date of hire (or rehire) including any prior service which has been restored. Remember, if you were rehired on or after January 1, 2007 the time elapsed since your rehire date is not included. In addition, if you were first hired on or after January 1, 2007, you do not participate in this Plan.

For Limited-Service Employees (LSEs), length of service is determined by “actual time” worked in each computation period. A “computation period” means a 12-consecutive-month period beginning the later of:

- January 1, 1976; or
- your first day of employment (or re-employment); then
- January 1 of the year following employment.

Remember, LSEs do not earn any additional service or benefits after December 31, 2007.

Your service is important for three different purposes under the Plan. The first is to determine whether you are vested. Vested means you have a nonforfeitable right to the benefits you have earned. Generally, you need five years of service in order to become vested in the Plan. For Full-Service Employees (FSEs), vesting requires five full years of service. For Limited-Service Employees (LSEs), every time you work at least 1,000 hours in your 12-month computation period, you receive credit for a year of vesting service.
Service is also important for the purpose of benefit accrual in the calculation of your benefit. This is the amount of service used in the Plan benefit formulas. For example, if an LSE works 1,026 hours in a 12-month computation period, the LSE is credited with one-half year of service for benefit calculation purposes. (Note that in this example, LSEs are credited with one year of vesting service but only one-half year of service for benefit accrual purposes).

The type and length of your service are also important in determining the benefits for which you are eligible under the Plan. For example, Full-Service Employees with 15 years or more of service are eligible for Company-Paid survivor benefits and early retirement benefits as described above.

LSEs, however, are entitled only to benefits under the provision of vested deferred pensions (see section titled “Vested Deferred Pensions”) and are not eligible for the same retirement options and survivor benefits as FSEs.

NOTE: If you leave DuPont and are later re-employed, you may incur a break in service which could affect the amount of your benefit. For more details, see the “Breaks in Service” section below.

Pay Considered When Calculating Your Pension

Certain types of pay are considered for pension plan calculations, and are used to determine your Average Monthly Compensation under the Plan. In general, your monthly salary and wages, including certain overtime pay, are considered. Wages for periods in which you were paid for excused time off are also included.

Certain payments, such as Variable Compensation, Local Performance Based Compensation, Sales Incentive are considered as pay for the time period that the pay was earned.

Pay does not include: awards or payments under any special compensation plans (other than noted above); payments for severance, relocation, or other special payments; payments under a Gain Sharing plan; or pay in excess of legally restricted amounts.

In most cases your annual pay considered under the Plan will not match your Taxable Wages reported to the Internal Revenue Service on Form W-2.

Average Monthly Compensation

Your Average Monthly Compensation (AMC) is the average of your monthly pay during your highest-paid 36 consecutive months, or during the three calendar years in which your pay is the highest. The idea here is to base your benefits on your living standard near retirement.

AMC is calculated using two methods, and your pension benefit is based on the greater of the two calculations.
In the **High 36-Month Method**, your monthly earnings are added together for each 36 consecutive month period, and the period with the highest average is your High 36-Month AMC.

In the **High 3-Year Method**, your average pay for each calendar year is ranked, from highest to lowest, and the highest years that total three complete calendar years are averaged to produce your High 3-Year AMC.

Your final AMC is the greater of your High 36-Month AMC and your High 3-Year AMC.

For example, Bob is retiring at the end of 2010 at age 65 after 30 years of service. His Average Monthly Compensation for the years 2004 through 2010 is:

<table>
<thead>
<tr>
<th>Year</th>
<th>Average Monthly Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>2004</td>
<td>$5,625</td>
</tr>
<tr>
<td>2005</td>
<td>$5,700</td>
</tr>
<tr>
<td>2006</td>
<td>$5,790</td>
</tr>
<tr>
<td>2007</td>
<td>$5,875</td>
</tr>
<tr>
<td>2008</td>
<td>$5,975</td>
</tr>
<tr>
<td>2009</td>
<td>$6,070</td>
</tr>
<tr>
<td>2010</td>
<td>$6,175</td>
</tr>
</tbody>
</table>

The three years which represent his highest monthly pay are 2008, 2009 and 2010. The Average Monthly Compensation for these three years is $6,073.33. The 36-Month method produces the same Average Monthly Compensation.

**NOTE:** If you receive a Variable Compensation Award for the final year of your employment, for purposes of determining your Average Monthly Compensation that award will be divided evenly across ALL months in that final year during which you received pay.

**Primary Social Security Benefit (PSSB)**

Your Primary Social Security Benefit (PSSB) used in Formula B is the Social Security benefit you are entitled to receive based on:

• your DuPont earnings, and

• the Social Security law in effect on January 1 of the year you retire or leave DuPont.

You have the right to supply documentation of your actual earnings from the Social Security Administration within 30 days following the later of the date you leave DuPont and the date you received a Statement of Deferred Vested Benefit. Using actual earnings can increase or decrease your PSSB.

It is important to keep in mind that while Formula B uses PSSB to calculate your pension benefit, this has no effect on the amount of Social Security benefit you actually receive from the government. The Social Security benefit you receive from the government may be higher, especially if you worked somewhere else prior to joining DuPont.
Once your pension benefit is determined at retirement or termination, any future increases in Social Security do not affect it.

Today, Social Security benefits are payable as early as age 62. If you are younger than 62 when you retire, the Social Security figure used for Formula B is an estimate of what you are likely to receive at age 62 based on your DuPont earnings.

**Examples of Retirement Benefits**

Here are three examples that show how the pension plan formulas work. Your benefit—and which formula yields the highest pension amount—depends on your age, service, pay, and Primary Social Security Benefit amounts.

**John Austin**

John is retiring on December 31, 2010 at age 62 with 32 years of DuPont service. As of December 31, 2007 he had 29 years of service. His Average Monthly Compensation as of December 31, 2010 is $6,200 per month. (His Average Monthly Compensation as of December 31, 2007 is $5,950 per month*). His Social Security benefit is $1,500 per month. However, his Primary Social Security Benefit based only on his DuPont earnings is $1,451 per month. John’s pension benefit is calculated below:

- **FORMULA A**
  
  \[1.2\% \times 29 \times $6,200] + [0.4\% \times 3 \times $6,200] = $2,232

- **FORMULA B**
  
  \[1.5\% \times 29 \times $6,200 – (50\% \times $1,451 \times 29/32)] + [0.5\% \times 3 \times $6,200 – (16.67\% \times $1,451 \times 3/32)]
  
  = $2,110

- **FORMULA C**
  
  \[(9 \times 29) + (10\% \times $5,950) = $856

In John’s case, Formula A yields the highest amount. Because of John’s age and service, he is eligible for an unreduced pension benefit. The pension John receives is $2,232 per month for life. Combined with his Social Security benefit of $1,500 per month, John’s total retirement income is $3,732 per month.

**Sarah Gladstone**

Sarah is retiring on June 30, 2009 at age 65 after a 20-year career with DuPont. As of December 31, 2007 she had 18.5 years of service. Her Average Monthly Compensation as of June 30, 2009 is $4,800 per month, and her Social Security benefit is $1,200 per month. The PSSB, based only on her DuPont earnings, is $820 per month. (Her Average Monthly Compensation as of December 31, 2007 is $4,550 per month*). Sarah’s benefits are figured below:

- **FORMULA A**
  
  \[1.2\% \times 18.5 \times $4,800] + [0.4\% \times 1.5 \times $4,800] = $1,095

- **FORMULA B**
  
  \[1.5\% \times 18.5 \times $4,800 – (50\% \times $820 \times 18.5/20)] + [0.5\% \times 1.5 \times $4,800 – (16.67\% \times $820 \times 1.5/20)]
  
  = $979

*This will be used to calculate the Formula C benefit which was frozen as of December 31, 2007.
• FORMULA C  
\[(9 \times 18.5) + (10\% \times 4,550) = 622\]

In Sarah’s case, Formula A provides the highest pension. Because of Sarah’s age and service, she is eligible for an unreduced pension benefit. Combined with her $1,200 Social Security benefit, Sarah’s total retirement income is $2,295 per month.

**Al Stevens**

Al retires early on April 30, 2010. He is 62 and has 25 years of service. As of December 31, 2007 he had 22.66667 years of service. His Average Monthly Compensation as of April 30, 2010 is $10,150 per month, and his Social Security benefit is $1,400 per month. The PSSB, based only on his DuPont earnings, is $1,391 per month. (His Average Monthly Compensation as of December 31, 2007 is $9,825 per month*). Al’s pension calculations are:

• FORMULA A
\[[1.2\% \times 22.66667 \times 10,150] + [0.4\% \times 2.33333 \times 10,150] = 2,856\]

• FORMULA B
\[1.5\% \times 22.66667 \times 10,150 – (50\% \times 1,391 \times 22.66667/25) + [0.5\% \times 2.33333 \times 10,150 – (16.67\% \times 1,391 \times 2.33333/25)] = 2,918\]

• FORMULA C  
\[($9 \times 22.66667) + (10\% \times 9,825) = 1,187\]

Formula B yields the highest amount. Al receives $2,918 per month from the Plan because he is eligible for an unreduced pension plus $1,400 from Social Security (his actual age 62 benefit)—a total of $4,318 per month.

**A few notes about these examples**

First, the examples do not take into account any survivor benefit options these employees may choose (Company-Paid survivor benefits do not affect the amount of a pension). Choosing another survivor benefit option may reduce the amounts shown.

Second, due to the age and service combinations used in the examples, they do not include any reduction for early retirement.

**Option to Delay Start of Pension Payments**

When you retire, you may elect to receive pension payments immediately or choose to delay the start of payments until some time in the future. If you decide to delay pension payments, other retiree benefits such as health care and life insurance coverage may begin immediately upon retirement. See the Medical Care Assistance Program SPD for detailed eligibility rules. The Company’s health care contribution toward medical and dental coverage is based on your age and service at retirement (i.e., when you leave DuPont).

When you elect to start pension payments, the pension is based on (1) service at retirement and (2) age at the time pension payments begin (payment start date).

*This will be used to calculate the Formula C benefit which was frozen as of December 31, 2007.*
After reaching age 58, if your years of service plus your age equal at least 85, you are eligible to receive 100% of your pension. If, for example, you retire at age 55 with 27 years of service, you are entitled to 85% of your pension (see chart under “When You May Retire”).

However, if you wait until age 58 to start your pension payment, you will receive an unreduced pension for as long as you live. You should initiate the process to start pension payments no later than 90 days prior to your planned payment start date. The start date is the first of the chosen month, with payment made at the end of that month. During this process, the following elections are made (in lieu of making them at retirement):

• Income leveling, if you are under age 62 when payments start.
• Post-retirement spouse benefit option (see section titled “Post-Retirement Spouse Benefit Option” for detailed explanation).
• Post-retirement joint and survivor option. (See section titled “Post-Retirement Joint and Survivor Option” for detailed explanation).

The pre-retirement spouse benefit option will continue, unless waived, until the payment start date.

**Income Leveling Option for Pension Payments Beginning Pre-Age 62**

If you retire with an early or optional pension and begin receiving pension payments before age 62 (the earliest age that you can begin receiving Social Security benefits), you may choose the income leveling option. The income leveling option provides an increased monthly benefit from the Plan during the years before you are eligible for Social Security. Then, once Social Security becomes payable, benefits from the Plan are reduced, so that your monthly benefit is approximately the same throughout your retirement. This reduction will be made whether or not you actually apply for Social Security beginning at age 62.

If you are considering the income leveling option, remember that you must choose the option when pension payments begin; it cannot be elected after the pension payment start date. In addition, once elected, this option may not be revoked.

An example of how the income leveling option might work follows.

**Example**

**Dave Palmer**

Dave Palmer, a 60-year old DuPont employee, is thinking about retirement. He has 30 years of service (29 of those years were before 2008) and is eligible for an unreduced retirement benefit. Using 30 years of service and Average Monthly Compensation of $4,800 per month, Dave’s benefit beginning at age 60 is $1,690. Since Dave is not eligible for Social Security retirement benefits until age 62, he considers the income leveling option. The income leveling option basically provides a more level income stream from both Social Security and the DuPont pension plan throughout retirement. Plan payments are increased until Social Security becomes payable and decreased thereafter.
Depending on the Plan’s interest rate when he retires, Dave may receive $2,715 per month from the Plan until he reaches age 62, at which time his Plan benefit drops to $1,493 per month; however, he will then be eligible to collect a Social Security benefit of at least $1,222 per month. His total retirement income from the Plan plus Social Security is about the same before and after age 62.*

*Income Leveling, Dave Palmer

<table>
<thead>
<tr>
<th>Before 62</th>
<th>After 62</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>From the Plan</td>
<td>$1,690</td>
<td>$1,690</td>
</tr>
<tr>
<td>From Social Security</td>
<td>$1,222</td>
<td>$1,222</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$2,912</td>
<td><strong>Total $2,715</strong></td>
</tr>
</tbody>
</table>

**Summary of Survivor Benefits Under the DuPont Pension and Retirement Plan, Title I**

Under federal laws, plans like the DuPont Pension and Retirement Plan, Title I are required to make available a benefit for the spouses of eligible employees and pensioners. There are many spouse and survivor benefit coverages under the Plan:

- surviving spouse benefit coverage for vested employees (usually five but fewer than 15 years of service);
- Company-Paid survivor benefits for Full-Service Employees with at least 15 years of service;
- pre-retirement spouse benefit option;
- post-retirement spouse benefit option;
- post-retirement joint and survivor option.

Details of these benefits follow. You may choose from a variety of survivor benefits. But remember—if you are married and do not wish to provide the coverage required by Federal law for your spouse, you must have your spouse’s written consent in order to decline the applicable options.

*Note: The combination of Plan payments and Social Security payments may not be exactly equal before and after age 62.*
Company-Paid Survivor Benefits

The Company-Paid survivor benefit is frozen on December 31, 2007. This means only service and pay earned before January 1, 2008 will be included in the calculation of the Company-Paid survivor benefit.

When You Are Eligible

If you are a Full-Service Employee, have at least 15 years of service with DuPont, and die while an active employee, survivor benefits are payable after your death to your designated eligible survivors. In addition, if you retire with a normal, early, incapability or optional pension, survivor benefits are payable after your death to your designated eligible survivors.

Who Can be Named as a Survivor

Under the Plan, you can designate as your survivor(s):

• your spouse only;
• your spouse and minor children*;
• your minor children only*; or
• one of your parents or one of your stepparents.

If you are married and do not include your spouse as a survivor, you must have his or her written consent. See “Waiver Rules for Married Participants.”

You may change your survivor designations at any time. If the change is in favor of a non-spouse beneficiary and you are married, you must obtain spousal consent. If you do not designate a survivor or a designated survivor is no longer eligible under the Plan rules, the Plan pays benefits to your spouse and then to all natural or adopted children under age 21 after your spouse’s death.

If you designate your spouse and minor children as your survivors, payments continue for as long as your spouse lives. When your spouse dies if there are still children under age 21 (whom you have designated), benefits will continue to them. Payments to your children are made in equal shares until they reach age 21. If you name a parent or stepparent as your survivor, payments stop at his or her death.

NOTE: Employees are restricted from specifying a non-spouse beneficiary until the year in which the employee becomes age 35.

*You may designate ALL minor children or specific, named minor children. “Minor Children” refers to your natural or adopted children or step-children under age 21.
**Amount of Benefit**
Separate formulas are used to calculate the Company-Paid survivor benefit. Specifically, the amount paid is the greater of either:

Service through December 31, 2007 × Average Monthly Compensation as of December 31, 2007 × 0.5%  
= Survivor Monthly Income

or

[Service through December 31, 2007 x $4] + [4% × Average Monthly Compensation as of December 31, 2007] = Survivor Monthly Income

If your service as of December 31, 2007 is less than 15 years, 0.27% × Service through December 31, 2007 will be substituted for 4% in the above formula.

**NOTE:** Any pension adjustments that may be granted by DuPont after you begin receiving pension payments will not impact the Company-Paid survivor benefit payable to your survivor(s).

In addition:
- If your designated survivor (other than a minor child) is more than five years younger than you, the benefit is reduced to reflect the age difference. This reduction is referred to as the “Young Survivor Reduction (YSR).”
- Also, if your pension is reduced because of early or optional retirement, the same reduction also applies to the Company-Paid survivor benefit.

**Cost of Benefit**
The cost of providing this benefit coverage is paid for entirely by DuPont.

**Examples of Company-Paid Survivor Benefits**
Here are three examples of how Company-Paid survivor benefits are calculated. In each case, the higher of the two benefits is payable.

**Eric Mason**
Eric Mason is a 40-year-old DuPont employee with 16 years of service. His Average Monthly Compensation is $5,500 per month. (As of December 31, 2007 Eric had 13.5 years of service and his Average Monthly Compensation was $4,900). Eric designated his spouse and two minor children as his survivors. The Company-Paid survivor benefit that Eric’s wife would receive at his death as an active employee is calculated as follows:
13.5 \times 4,900 \times 0.5\% = $331

or

(13.5 \times 4) + (0.27\% \times 13.5 \times 4,900) = $233

So, in this case, the benefit for Eric’s wife is $331 (the higher amount) per month. Then, if Eric’s two children are still minors at the death of his wife, each receives $166 per month ($331 divided by 2 = $165.50, rounded up) until reaching age 21. Even though Eric did not have 15 years of service for eligibility purposes on December 31, 2007, he did have 15 years of service when he died as an active employee, so his survivors will receive the Company-Paid survivor benefit.

Here is another example of the Company-Paid survivor benefit.

**Betty Elliott**

Betty Elliott retired early at age 55 with 25 years of service. As of December 31, 2007 she had 22 years of service and her Average Monthly Compensation was $3,900 per month. The Company-Paid benefit to her survivor is figured below:

\[ 22 \times 3,900 \times 0.5\% = $429 \]

or

\[ (22 \times 4) + (4\% \times 3,900) = $244 \]

The larger amount, $429 per month, must be reduced because Betty retired before she was eligible for an unreduced pension. When Betty retired she was 55 with 25 years of service, so the chart in the “When You May Retire” section indicates she can receive 75\% of her benefit.

\[ $429 \times 75\% = $322 \]

So, at Betty’s death, $322 per month will be paid to her husband for his life; at his death, it is divided among any designated minor children until age 21; or Betty can designate, with her husband’s consent, that the benefit be paid to a parent or stepparent for his or her lifetime.

**Al Stevens**

A hypothetical benefit for Al Stevens was calculated in an earlier example, based on retirement at age 62 with 25 years of service. (Remember, as of December 31, 2007 Al had 22.66667 years of service and his Average Monthly Compensation was $9,825). Al is eligible for unreduced pension benefits. Therefore, Al’s wife will have no early reduction applied to the Company-Paid survivor benefit. But, assuming Al’s wife is age 56, her survivor benefit will be reduced by 2\% because she is six years younger than Al.
Spouse Benefit Option

In addition to the Company-Paid survivor benefit, the Plan includes a pre-retirement spouse benefit option and two post-retirement spouse benefit options for married Full-Service Employees. Each option combines with the Company-Paid survivor benefit to meet the surviving spouse benefit required under federal law.

Pre-Retirement Spouse Benefit Option

When Coverage Begins

Coverage under the pre-retirement spouse benefit option is combined, as needed, with the Company-Paid survivor benefit when you, as a Full-Service Employee, reach age 55 and have at least 15 years of service, unless you and your spouse notify the Company in writing that you wish to waive the legally required coverage. (See “Waiver Rules for Married Participants”). You may revoke, with spousal consent, or re-elect this coverage at any time before pension payments start. At the time your pension payments start, this coverage ends, but coverage under the post-retirement spouse benefit option begins, unless you waive it.

Amount of Benefit

First, note that the pre-retirement spouse benefit option applies only to your legal spouse (not children or parents or any other beneficiary). Payments to your spouse under this option are combined with the Company-Paid survivor benefits described in the previous section. If you die before starting pension payments, your spouse receives a lifetime benefit equal to a portion of the pension you would have received had you retired at the time of your death. When this pre-retirement spouse benefit option payment is added to the payment provided under the Company-Paid survivor benefit, the total is at least equal to the payment amount required by law.

Cost of Benefit

The cost of providing this pre-retirement spouse benefit option is paid for entirely by DuPont.

Example of Pre-Retirement Spouse Benefit Option

Bill Remsky died at age 58, while still an active employee. Let’s assume that under the Plan formulas, Bill’s pension at age 58 is $1,900 per month.

Federal law requires that Bill’s wife (who is three years younger than Bill) receive a survivor benefit of $832 per month. The Company-Paid survivor benefit provides $754 per month to his wife. The pre-retirement spouse benefit option provides a payment of $78 per month. Together the Company-Paid survivor benefit of $754 plus the pre-retirement spouse benefit option of $78 provide a lifetime monthly payment of $832 to Bill’s wife. At her death, payment of the pre-retirement spouse benefit option ($78) stops, but the Company-Paid survivor benefit is divided equally among any designated minor children and paid to them until age 21.

Remember, if Bill’s widow had been more than five years younger than he is, her Company-Paid survivor benefit would be reduced.
Post-Retirement Spouse Benefit Option

Type of Coverage
The post-retirement spouse benefit option is available at the 50% or 75% level. Your decision about which level of benefit to provide (if any) is made when you begin receiving pension payments.

When Coverage Begins
Coverage under the post-retirement spouse benefit option is automatically combined with the Company-Paid survivor benefit if:

- you are married when you start receiving pension payments; and
- you retire with a normal, early, incapability or optional pension.

If you do not want this coverage, you must waive the coverage with your spouse’s written consent. (See “Waiver Rules for Married Participants”). You may not revoke or re-elect this coverage after your pension payment start date. If, after you start receiving pension payments, your spouse dies before you do, no survivor benefits are payable under the post-retirement spouse benefit option, but the reduction applied to your pension to provide this option remains unchanged. However, you can then designate a Plan-qualified survivor for the Company-Paid survivor benefit—minor children, parent, stepparent, or a spouse, if you remarry.

Amount of Benefit
The post-retirement spouse benefit option, like the pre-retirement spouse benefit option, applies only to the person who is your legal spouse on your pension payment start date. It is not payable to children or parents or any other beneficiary. Payments to your spouse under this option are combined with the Company-Paid survivor benefit described previously.

Under the post-retirement spouse benefit option, your spouse receives a lifetime monthly payment beginning at the time of your death. When this payment is added to the payment provided under the Company-Paid survivor benefit, the total spouse benefit is at least equal to the payment amount required by law. At the death of your spouse, all benefits under this option end, but payments under the Company-Paid survivor benefit continue to your eligible minor children until age 21.

NOTE: If you retire but choose to defer the start of your pension benefit (see section “Option to Delay Start of Pension Payments”), you will be covered under the provisions of the “Pre-Retirement Spouse Benefit Option” until you choose to start your pension benefit.
Cost of Benefit
The cost for the post-retirement spouse benefit option is paid for by a reduction to your monthly pension payment. The amount of the reduction is actuarially determined, taking into account your age and the age of your spouse as of your pension payment start date, the level of benefit elected (50% or 75%), and the Plan’s investment-return rate. More information about this actuarial reduction is contained in the example for “Frank Warren” under the “Post-Retirement Joint and Survivor Option” section.

Example of Post-Retirement Spouse Benefit Option
Barbara Miller chooses the post-retirement 50% spouse benefit option upon taking a normal retirement (age 65). Her gross DuPont pension amount came to $1,936 per month. However, Barbara’s own monthly pension benefit while she is living is reduced from the $1,936 amount to $1,887 to pay for the cost of providing the post-retirement 50% spouse benefit option.

At Barbara’s death, her husband (who is three years older than Barbara) receives a lifetime monthly payment of $943. This $943 payment is made up of a $754 payment under the Company-Paid survivor benefit and a $189 payment under the post-retirement 50% spouse benefit option.

Waiver Rules for Married Participants
Under the provisions of a federal law enacted in 1984, if you are married and do not want to provide survivor benefits for your spouse under the pension plan, both you and your spouse must agree to waive these coverages, in writing, at various times throughout your career and before you retire. You may obtain a waiver from the HR Service Center. Your spouse’s signature on the waiver form must be witnessed by a notary public. If your spouse cannot be located, or if you are legally separated pursuant to a court order, contact the HR Service Center to obtain a “Missing Spouse Affidavit.”

Post-Retirement Joint and Survivor Option
The DuPont Pension and Retirement Plan, Title I also provides a post-retirement joint and survivor option for Full-Service Employees. Under this option, you may name anyone to be the beneficiary, not just your spouse or the survivor you designated for the Company-Paid survivor benefit described previously.

When You Are Eligible
You are eligible to elect this option after you reach age 50 with at least 25 years of service or at any age-plus-service combination that entitles you to an unreduced pension, e.g.:

<table>
<thead>
<tr>
<th>Employee’s Age</th>
<th>Required Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>61</td>
<td>24</td>
</tr>
<tr>
<td>62</td>
<td>23</td>
</tr>
<tr>
<td>63</td>
<td>22</td>
</tr>
<tr>
<td>64</td>
<td>21</td>
</tr>
<tr>
<td>65 or older</td>
<td>15 or more</td>
</tr>
</tbody>
</table>
Benefit Amount
You may choose to provide your beneficiary with any multiple of 10% of your calculated pension as long as the sum of all survivor benefits does not exceed your reduced pension. Your pension is reduced to pay for this benefit (see “Cost of Benefit”). Benefits paid under this option begin the month after your death and continue for the lifetime of your beneficiary. Note that no benefit is paid under this option if you die before you start pension payments from DuPont—even if you elected the option.

Cost of Benefit
If you choose the post-retirement joint and survivor option, the reduction in your monthly pension is actuarially determined at the time you retire and start to receive pension payments. The amount of the reduction depends on the percentage of your pension you elect to have paid to your beneficiary, the Plan’s investment-return rate, and the age of you and your beneficiary. For more information on this type of actuarial reduction, see the upcoming example for “Frank Warren.” The amount payable to your beneficiary, when combined with your Company-Paid survivor benefit and any post-retirement spouse benefit option you elect, cannot be more than the pension payable to you (excluding any amounts determined under the income leveling option or any incapability supplement), and after the reductions required to pay for these survivor benefits.

Election and Revocation
Generally, once you elect the option, you may revoke it or change your beneficiary up until your pension payment start date. If your beneficiary dies before your pension payment start date, the option you chose terminates. You may choose another option and name another beneficiary anytime before your pension payment start date. If your beneficiary dies before you, but after you start pension payments, no survivor benefit under this option is paid. Your own pension continues to reflect the reduction to pay for the option.

Example of Post-Retirement Joint and Survivor Option
Frank Warren retires and starts receiving pension payments at age 65. His pension is $1,400 per month, payable for life. His wife is 62. Before retiring, Frank elected the post-retirement 20% Joint and Survivor Option with his wife as the beneficiary. Remember, these benefits are in addition to any other survivor benefits for which Frank’s wife may be eligible under the post-retirement spouse benefit option and/or the Company-Paid survivor benefit.

Let’s assume the Plan’s investment return rate is 5% at the time of Frank’s pension payment start date. DuPont checks age tables that are part of the DuPont Pension and Retirement Plan, Title I document. The tables show that, using the 5% investment-return rate, the cost for lifetime payments equal to 20% of Frank’s pension to his wife (age 62) is 7.36%. This means Frank’s pension is reduced as follows: $1,400 × 7.36% = $103.04; so $1,400 − $103.04 = $1,296.96, rounded up to $1,297. Thus, Frank’s reduced monthly pension amount is $1,297. At Frank’s death, his wife begins receiving 20% of his monthly pension, or $280 per month for life for this survivor option. Frank may elect a different percentage for his wife—10%, 30%, 40%, or maybe even 50% of his pension, with a corresponding reduction in his own pension.

See Summary of Survivor Benefits on next page.
**Summary of Survivor Benefits**

<table>
<thead>
<tr>
<th>Available to:</th>
<th>Company-Paid Survivor Benefits</th>
<th>Spouse Benefit Options&lt;sup&gt;1&lt;/sup&gt;</th>
<th>Joint &amp; Survivor Benefits</th>
<th>Spouse Benefit Coverage for Vested Deferred Pensions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Pre-Retirement (50% or 75%)</td>
<td>Post-Retirement (50% or 75%)</td>
<td></td>
<td>Pre-Payment (50% or 75%)</td>
</tr>
<tr>
<td>Employees</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Pensioners</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

**Eligibility Criteria<sup>2</sup>**

<table>
<thead>
<tr>
<th>Age</th>
<th>Varieties&lt;sup&gt;3&lt;/sup&gt;</th>
<th>Service</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Varies&lt;sup&gt;3&lt;/sup&gt;</td>
<td>15 years</td>
<td></td>
</tr>
</tbody>
</table>

**Benefit Description**

- **Company-Paid Survivor Benefit**
  - Higher of: Service through 12/31/2007 × AMC as of 12/31/2007 × 0.5% or (Service through 12/31/2007 ≤ $4) + (4% × AMC as of 12/31/2007) × 0.5%

- **Joint & Survivor Benefit**
  - Automatically combined with Company-Paid survivor benefit to meet legal requirement of 50% or 75% survivor benefit

- **Post-Payment Benefit**
  - Must be elected by all married FSEs at payment start date unless waived as prescribed by law

**Beneficiary(ies)**

- **Spouse & minor children; minor children; parent or stepparent**

**Cost**

- **Paid entirely by DuPont**

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<sup>1</sup>These benefits combine with the Company-Paid Survivor Benefit to meet legal requirements (QPSA/QISA/QOSA) for survivor options in tax-qualified pension plans.

<sup>2</sup>Defines when benefit may first be elected.

<sup>3</sup>Available at any age if you die as an active employee with at least 15 years of service; available at age 50 if you retire early with at least 15 years of service or if you retire with an Incapability pension; available as early as age 45 if you retire with an Optional pension.

<sup>4</sup>Or earlier if needed to satisfy legal requirements

<sup>5</sup>If Service through 12/31/2007 is less than 15 years, “0.27% × Service through 12/31/2007 × AMC as of 12/1/2007” will be substituted for “4% × AMC as of 12/31/2007”

<sup>6</sup>Total of all survivor benefits cannot exceed the reduced pension amount that the pensioner was receiving.
**Vested Deferred Pension**

If you leave DuPont after you become vested in the Plan, but before you are eligible to retire as a pensioner, you are entitled to a vested deferred pension. It is called vested because you have a nonforfeitable right to it, and deferred because payment of the pension is postponed until you become eligible to receive benefits and you apply for benefits. *Even if you are eligible for them when you leave, payments do not begin until after you apply for them.*

**When You Are Vested**

After you complete five years of service, you are vested under the Plan. (See the “Service for Full- and Limited-Service Employees” section for more information on vesting service). Furthermore, if you are not vested when the Company transfers certain pension plan assets to a health benefits account, as permitted by law, you will vest as of the transfer date or your termination date if you left the Company within the 12-month period before the transfer.

**Benefit Amount**

The amount of your vested deferred pension is calculated according to the pension plan’s formulas, as described in the “Your Plan Benefit Formulas” section. However, if you have fewer than 15 years of service as of December 31, 2007, “2/3% × Service as of December 31, 2007” will be substituted for “10%” in Formula C. If you choose to begin receiving your pension before you are entitled to unreduced benefits (as shown in the chart below), the pension is reduced by 5/12th of 1% for each month before the month you would be entitled to an unreduced benefit.

**When Payments Begin**

The age at which you may begin receiving a vested deferred pension payment depends on how much service you have when you leave and on whether you want a reduced or unreduced pension. Here is how it works:

<table>
<thead>
<tr>
<th>If This is Your Service When You Leave</th>
<th>Then This is the Age Payments Can Begin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Reduced</td>
</tr>
<tr>
<td>less than 10 years</td>
<td>Not available</td>
</tr>
<tr>
<td>10 through 14</td>
<td>60 through 64</td>
</tr>
<tr>
<td>15 through 29</td>
<td>50 through 64</td>
</tr>
<tr>
<td>30 or more</td>
<td>50 through 59</td>
</tr>
</tbody>
</table>

For example, if you leave DuPont at age 45 after 24 years of service, you can begin receiving an unreduced benefit after reaching age 65 but you can receive a reduced benefit anytime after age 50. The reduction is 5/12th of 1% for each month your payments start before age 65.

Here’s how the reduction is calculated, assuming you are age 58 and are eligible to receive a pension of $600 a month seven years later, at age 65:
STEP 1:

\[
84 \times \frac{5}{12} \text{ of } 1\% = 35\%
\]

Number of months × Reduction Factor = % your pension is reduced before you are eligible for an unreduced pension

STEP 2:

\[
\$600 - (35\% \times \$600 = \$210) = \$390
\]

Pension Amount − Reduction Amount = Reduced Pension

When you leave DuPont, if you are eligible for a vested deferred pension, you will receive a personal statement showing the amount of your benefit and how to begin receiving it. Generally, you may choose to start your benefits at any time after you become eligible. You may apply up to three months before your expected payment start date. Payments begin within three months after your application. When you become eligible for a vested right to a deferred pension, you are also eligible for pre-payment spouse benefit coverage, described below.

**Spouse Benefit Coverage Under Vested Deferred Pension**

*Pre-Payment*

When you become eligible for a vested deferred pension, you are also able to ensure that benefits continue to your spouse after your death. This is true whether or not you are still working at DuPont at the time of your death.

Coverage is automatic under the pre-payment spouse benefit coverage (so called because it provides spouse survivor coverage if you die before you begin receiving pension payments) unless, as a former employee, you and your spouse agree, in writing, to waive it (see “Waiver Rules for Married Participants”). As a former employee, coverage may be revoked, with spousal consent, or re-elected at any time before pension payments begin. If you are actively employed at DuPont as a Full-Service Employee, this coverage stops when you attain 15 years of service, and you become eligible for the Company-Paid survivor benefit and pre-retirement spouse benefit option (see previous description).

*Amount of Benefit*

If you are eligible for deferred pension payments to begin at the time of your death, your spouse receives monthly payments equal to 50% of the amount you would have received had you applied for benefits to begin on the day before you died. In calculating the amount payable to your spouse, the reduction for post-payment spouse benefit coverage is included. Payments to your spouse may begin the month following the month in which you die and end with the month in which your spouse dies.
If you are not yet eligible for deferred pension payments to begin on the date of your death, your spouse receives monthly payments equal to 50% of the amount you would have been eligible to receive had you applied for a reduced monthly benefit to begin on the earliest date you would have become eligible for a benefit. In calculating the amount payable to your spouse, the reduction for post-payment spouse benefit coverage is included. Payments to your spouse may begin as early as the month following the day you would have first been eligible to receive payments. Benefits end the month in which your spouse dies.

Cost of Pre-Payment Benefit
The cost of providing this benefit coverage is paid for entirely by DuPont.

Post-Payment
Federal law requires a survivor benefit be made available to the spouses of terminated employees who are receiving a deferred pension payment from DuPont.

If you are married when your deferred pension payments begin, coverage is automatic under the post-payment spouse benefit coverage unless you and your spouse agree, in writing, to waive it (see “Waiver Rules for Married Participants”).

You may not revoke or re-elect this coverage after your pension payments begin. If, after your deferred pension payments begin, your spouse dies before you do, no survivor benefits are payable under this option and your deferred pension payment is not readjusted.

Type of Coverage
The post-payment spouse benefit coverage is available at the 50% or 75% level. Your decision about which level of benefit to provide (if any) is made when you begin receiving pension payments.

Amount of Benefit
If you die while receiving a deferred pension payment with the spouse benefit coverage in effect, your spouse receives monthly payments equal to 50% (or 75% depending on your election) of the amount you were receiving at the time of your death. At your spouse’s death, all payments under this coverage stop.

Cost of Post-Payment Benefit
You pay for post-payment spouse benefit coverage through a reduction in your own monthly pension payment. The amount of the reduction depends on your age and the age of your spouse at the time payment begins and on the Plan’s investment-return rate. For more details on how this reduction is made, see the “Frank Warren” example under “Post-Retirement Joint and Survivor Option.”

Prior Service Recognition
1. Breaks in Service
2. If You Were Re-Employed Prior to January 1, 2007
3. If You are Re-Employed On or After January 1, 2007
4. Time Worked while Employed by an Acquired or Affiliated Company
(1) Breaks in Service
DuPont has continuity-of-service rules to determine how employment interruptions—called breaks in service—affect your pension. The wording of these rules govern; however, the following highlights provide a general understanding of how they work.

You do not have a break in service for periods when you are away from work for:

- excused absences of no more than 16 consecutive days;
- occupational or non-occupational disability;
- vacation;
- approved leave for temporary duties outside the Company;
- annual training with the Reserve forces or National Guard;
- active military service and training as required by applicable law;
- voluntary leave of absence to save another employee’s job at a site where there are excess employees for a temporary period;
- leave of absence with full or partial pay.

You have a break in service for any 12-month period in which you earn less than 501 hours of service.

If you have a break in service, your prior service is restored and your service date is adjusted accordingly when you are re-employed, provided you are re-employed before January 1, 2007.

For certain family leaves beginning on or after January 1, 1985, you are credited with up to 501 hours in a computation period in order to avoid a break in service.

(2) If You Were Re-employed Prior to January 1, 2007

Before Pension Payments Start
If you left DuPont and were later rehired prior to January 1, 2007, you once again became a Plan participant and began earning service. Also, for those rehired on or after March 1, 1997, your credit for prior service was restored for both vesting and benefit calculation purposes.

When you subsequently retire or terminate employment, your right to a pension and the amount of your pension is determined based on your second period of employment plus the service that was restored from your first period of employment.

If your prior termination was a result of a divestiture or other situation where pension assets were transferred, upon subsequent rehire prior to January 1, 2007, only DuPont service is recognized for your pension benefit. When you eventually retire from DuPont (or start benefits following your termination with a vested right), your DuPont pension benefit is reduced. This reduction is oftentimes referred to as an offset. The reduction (offset) is in recognition of the fact that you will receive a benefit from the plan to which assets were transferred for your service prior to the divestiture. In this case, your final DuPont retirement benefit will be calculated using both periods of service with DuPont but will contain an offset. If pension assets were not transferred in conjunction with your termination, no reduction (offset) is applied to your pension benefit.
Special Rule for VSP Participants

If you left the Company under the Voluntary Separation/Retirement Program (Section XI of the Pension Plan) and received a lump-sum payment, your prior service will be restored for vesting purposes only.

After Pension Payments Start

Once you begin receiving pension payments, you may be re-employed only after approval of the Benefits Administration Committee. Generally, your pension payments are suspended during any period of full-time re-employment. When you again retire or terminate, DuPont recalculates your pension, taking into account your pay and service during the time you were re-employed. You may elect to take either the newly determined pension or to resume your original pension. If, when you began receiving pension payments you elected Income Leveling, your resumed pension payments may be adjusted.

(3) If You Are Re-employed On or After January 1, 2007

Before Pension Payments Start

If you leave DuPont and are later rehired on or after January 1, 2007, you will not become a Plan participant again and you will not earn any additional service or benefits under the Plan.

When you subsequently retire or terminate employment, your right to a pension and the amount of your pension is determined based only on your service prior to rehire.

After Pension Payments Start

Once you begin receiving pension payments, you may be re-employed only after approval of the Benefits Administration Committee. Generally, your pension payments are suspended during any period of full-time re-employment. When you again retire or terminate, your pension payments will automatically resume. If, when you began receiving pension payments you elected Income Leveling, your resumed pension payments may be adjusted.

(4) Time Worked While Employed by an Acquired or Affiliated Company

Service with an Acquired Company

If you had worked with an acquired company, the recognition of service with the acquired company for pension purposes will depend on the circumstances and timing of the acquisition. There may be an offset (reduction) to your DuPont pension benefit in cases where pension assets were transferred.

Service with an Affiliated Company

In some cases, an employee may have time worked with a DuPont Affiliated Company. The Affiliated Company may sponsor a separate pension plan and the employee may have earned a benefit under this Plan for those periods of service with the Affiliated Company. In this case, an offset (reduction) may be applied to the DuPont pension benefit to avoid a duplication of benefit.
Applying for Benefits

In order to apply for pension payments, it is recommended that you notify DuPont Connection Retirement Services (1-800-775-5955) of your plans at least 90 days before your pension payment start date so that your pension application can be processed in a timely fashion. Any delay either in contacting DuPont Connection Retirement Services to begin the pension payment process or in submitting a properly executed application for benefits may delay the start of your pension payments.

Administrative Information

Plan Name and Identification Numbers

The formal name of the Plan is the DuPont Pension and Retirement Plan, Title I. The Plan is maintained by E.I. du Pont de Nemours and Company, 1007 Market Street, Wilmington, DE 19898. In any formal correspondence about the Plan, refer to the Employer Identification Number. The DuPont number is EIN 51-0014090. The official Plan number is 001.

Type of Plan and Plan Year

The Plan is a defined benefit pension plan. The Plan Year is January 1 to December 31.

Plan Administration and Funding

Legal process may be served on E. I. du Pont de Nemours and Company, 1007 Market Street, Wilmington, DE 19898, (302) 774-1000 as Plan Administrator.

The Company makes contributions to the Pension Trust Fund as necessary in order to meet the current and actuarially projected obligations of the Plan.

Pension benefits described in the DuPont Pension and Retirement Plan, Title I are paid solely from the Pension Trust Fund.

The trustee for the DuPont Pension and Retirement Plan, Title I is State Street Corporation, Lafayette Corporate Center, 2 Avenue de Lafayette, LCC 0230, Boston, MA 02111, 617-664-9857.

Benefits are paid to retirees and beneficiaries directly from the Trust Fund. The paying agent is State Street Bank, Retiree Services, P.O. Box 24989, Jacksonville, FL 32241-4989, 904-791-2100.

The Benefits Administration Committee and the Benefits Appeal Committee have, as applicable, the full authority to interpret and apply the provisions of the Plan document.

Qualified Domestic Relations Order

Generally, Plan benefits are paid only to you or your survivors. However, an exception to this may be made as a result of a qualified domestic relations order (“QDRO”).
A domestic relations order is a court-ordered payment of benefits in connection with a support order, divorce, legal separation, or custody case. This means the Plan trustee may be obligated to pay part of your Plan benefit to someone else—for example, your former spouse, children, or other dependent—to comply with such an order.

There are specific legal requirements that a domestic relations order must meet to be recognized by the Plan Administrator and specific procedures regarding the amount and timing of payments. You can obtain a copy of the Plan’s procedures governing Qualified Domestic Relations Orders by contacting the Plan Administrator.

**Liens**

Except for federal tax liens initiated by the IRS, no lien may be created on any of the funds, securities, or other property held under the Plan, and any attempt to pledge, encumber, or change any of the funds, securities, or other property held under the Plan shall be void.

**Insured Benefits**

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) normal 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 your Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC’s Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 1-202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC’s pension insurance program is available through the PBGC’s website on the Internet at http://www.pbgc.gov.
**Maximum Benefit Limitation**

Federal law limits the amount of pension benefits payable to or on behalf of any individual. Since this limitation generally applies only to highly compensated employees or, in some circumstances, younger employees retiring under the Incapability Retirement provision, anyone whose benefit may be affected is notified individually. Detailed information on the amount of this limitation is contained in the official text of the Plan.

**IRS Approval**

The Plan is qualified under Section 401(a) of the Internal Revenue Code and is subject to the continuing approval of the Internal Revenue Service. If IRS regulations change, Plan provisions may also change.

**Plan Documents**

This Summary Plan Description is intended to provide you with a reasonably thorough explanation of the DuPont Pension and Retirement Plan, Title I. Wherever possible, nontechnical language has been used to explain Plan provisions. The official Plan texts are The DuPont Pension and Retirement Plan, Title I and the Trust Agreement between the Company and the Plan trustee. These texts are the governing documents in the event of a discrepancy.

**ERISA Rights**

As a participant in the DuPont Pension and Retirement Plan, Title I, 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, at the Plan Administrator’s office and other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Administrator may make a reasonable charge for copies.

Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.
Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA, there are several 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 Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan’s decision or lack of decision concerning the qualified status of a domestic relations order or medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you 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 is frivolous.

Assistance with Your Questions

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

ERISA requires that the plans it covers include certain procedures for filing claims and for reviewing claims that are denied. The intent is to make sure that all benefit claims are considered fully, clearly, and promptly.

File your claim for benefits in writing with DuPont Human Resources—Employee Benefit Appeals, D-13054-A, 1007 Market Street, Wilmington, DE 19898. If your claim does not include the correct information, you will be notified, in writing, what you need to do to get your claim processed.

If Your Claim Is Denied

If your claim is denied, you will be told in writing within 90 days after your claim is received. That reply will include:

• specific reasons for the denial;
• references to the provisions of the benefit plan or practice involved;
• a description of what additional information is necessary and why; and
• a copy of these procedures or comparable information about the steps you need to take to resubmit it.

If the reply cannot be made within 90 days, you will be given a written notice explaining the reasons why. Extensions will not exceed another 90 days.

If no satisfactory resolution is reached, your final appeal is to DuPont. The appeal should be made in a timely manner, preferably within 60 days after receiving the original claim decision or after receiving a claim denial.

In your appeal, list the issues and comments you want considered. If you prefer, you may have an authorized representative send in the appeal on your behalf. You or your representative may, at a reasonable time and place, inspect relevant documents which may affect your claim.

Within 60 days after your appeal for review is received, you will receive a written response. In the case of a continued denial, you will be given the specific reasons and plan provisions on which the denial is based. If the review cannot be made within 60 days, you will be notified in writing. Again, that notification will outline the reasons behind the delay. DuPont, as Plan Administrator, has final authority and discretion to interpret the Plan, resolve any ambiguities and determine eligibility for benefits, and its decisions are final and binding.

Future of the Plan

While the Company intends to continue the benefits and policies described in this SPD, the Company reserves the right to suspend, modify, or terminate this Plan at its discretion at any time.