

**BORGLARNER
RETIREE HEALTH & LIFE PLAN**

2012

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BORGWARNER RETIREE HEALTH ACCESS PLAN

ARTICLE 1

ESTABLISHMENT OF PLAN

1.1 Establishment of the Plan. BorgWarner Inc., a Delaware corporation, (“**BorgWarner**”) hereby establishes the BORGWARNER RETIREE HEALTH & LIFE PLAN (“**Plan**”) as of January 1, 2011, for the exclusive benefit of BorgWarner’s Retirees and their Dependents.

1.2 Purpose of Plan. The purpose of the Plan is to provide various health benefit programs (set forth on Schedule A and Schedule B) to eligible retirees of BorgWarner at Participating Locations (within the meaning of Section 1.5 below) and to their eligible dependents. This Plan consolidates into a single plan for purposes of Form 5500 reporting, incorporates and, to the extent necessary, amends and restates the retiree benefit programs listed on Schedule A and Schedule B that are maintained by BorgWarner. Each benefit listed on Schedule A and Schedule B is referred to in this Plan as a "**Benefit Program.**"

1.3 Incorporation into Plan. All Summary Plan Descriptions, insurance contracts, agreements and policies, service agreements and arrangements, and other similar documents that relate to the Benefit Programs are incorporated by reference into the Plan (collectively, “Incorporated Documents”). This document, as it may be amended from time to time, together with all Incorporated Documents, as they may be amended from time to time, constitute the Plan.

1.4 Applicable Law. The Plan is intended to constitute a group health plan under Sections 105 and 106 of the Internal Revenue Code of 1986, as amended (“**Code**”). This Plan document together with all Incorporated Documents constitutes the plan document required under Section 402 of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”). References to any section of the Code or ERISA include similar sections of the Code or ERISA, as they may be renumbered or amended from time to time. The Plan will be governed by and interpreted, administered, and managed in compliance with those requirements. To the extent a conflict arises between an Incorporated Document and the Plan, the provisions of the Incorporated Document will control.

1.5 Participating Locations. BorgWarner has extended this Plan to the retirees of BorgWarner and any division, subsidiary or other related entity under common control of or with BorgWarner at the locations listed in Schedule A and Schedule B (“**Participating Locations**”).

1.6 Plan Year. The Plan year is each 12-consecutive-month period beginning January 1 and ending December 31.

1.7 Trust. If at any time BorgWarner desires to establish a trust to hold plan assets, if any, or if a trust is required by applicable law, then the trust (the “**Trust**”) is hereby incorporated by reference as part of the Plan.

ARTICLE 2

ELIGIBILITY, PARTICIPATION AND PLAN BENEFITS

2.1 Eligibility and Participation. Each Benefit Program is described more fully in one or more summary plan descriptions provided to each Participant (“**Summary Plan Description**”). Provisions regarding eligibility, participation, and enrollment, effective dates of coverage and termination of participation are set forth in the Summary Plan Description and other Incorporated Documents describing each Benefit Program.

2.2 Plan Benefits. Each Summary Plan Description describes the benefits provided under the applicable Benefit Program, including, without limitation, coverage options, levels of benefits, benefit limitations and exclusions, additional rules for eligibility, when coverage begins and ends, amounts of coverage and any conversion privileges.

2.3 Insurance Contracts and Other Agreements. A Benefit Program may be provided by an insurance or HMO contract or other agreement between BorgWarner and a provider or payer of benefits (“**Insurance Contract**”). If there is any conflict or inconsistency between the provisions of the Plan and the terms of an Insurance Contract, the terms of the Insurance Contract will control, unless applicable law requires otherwise.

ARTICLE 3

FUNDING

3.1 Funding Method. BorgWarner will, in its discretion, select a funding method that it deems appropriate for each Benefit Program, for example, purchase of insurance, payment of benefits from general assets, etc. The particular funding method for a Benefit Program is described in its Summary Plan Description.

3.2 Retiree Contributions. BorgWarner may require retiree contributions for coverage under any Benefit Program. The amount of the required retiree contribution, if any, will be determined from time to time by BorgWarner and announced to eligible retirees. Required retiree contributions for all insured benefits will be transmitted to the applicable insurer or HMO as of the earliest date on which they can be reasonably segregated from BorgWarner's general assets, but not later than 90 days from the date they are received by BorgWarner. Plan assets will be held in trust to the extent required by applicable law.

ARTICLE 4

CLAIMS

4.1 Claims Procedure. Claims procedures and the basis on which payments are made from each Benefit Program are set forth in the applicable Summary Plan Description or other Incorporated Documents. Claims and benefit payment procedures vary among the Benefit Programs.

4.2 Appeal of Claim Denial. Procedures for the review of denied claims for each Benefit Program are set forth in the applicable Summary Plan Description or other Incorporated Documents. Appeal procedures vary among the Benefit Programs.

4.3 Legal Proceedings. No legal action may be brought against the Plan before the claimant has exhausted all administrative remedies available under the Plan. In addition, any legal action involving this Plan or a Benefit Program must be brought within one year from the date of any final decision on appeal.

ARTICLE 5

ADMINISTRATION

5.1 Responsibility of BorgWarner. BorgWarner will have the following administrative responsibilities:

- (a) Administrator. Appointment and removal of the Plan Administrator;
- (b) Co-Fiduciaries. Appointment and removal of any other plan fiduciary;
- (c) Expenses. Payment of the expenses of administering the Plan;
- (d) Amendment. Amendment of the Plan; and
- (e) Termination. Termination of the Plan.

5.2 Plan Administrator. BorgWarner is the plan administrator (“**Plan Administrator**”) and named fiduciary of the Plan.

5.3 Responsibilities of Plan Administrator. The Plan Administrator will have responsibility for the general administration of the Plan and will have full discretion in the exercise of the following duties and powers:

- (a) Plan Benefits. To establish or determine Plan benefits and employer and participant contributions to the Plan;

- (b) Construction. To interpret the Plan, construe disputed or ambiguous terms of the Plan, decide all benefits, including final review of denied claims;
- (c) Procedures. To prescribe procedures and forms to be used by participants; for example, enrollment, evidence of disability, and claim determinations;
- (d) Disclosure. To make disclosures to Plan participants required by law, including summary plan descriptions, summary annual reports, and notice of rights to COBRA continuation coverage;
- (e) Reporting. To prepare and file governmental reports required by law, including annual and periodic reports to the Internal Revenue Service and the Department of Labor (including, without limitation, Form 5500 annual reports);
- (f) Information. To receive from and transmit to BorgWarner and Plan participants information necessary to properly administer the Plan;
- (g) Payments. To authorize payments under the Plan;
- (h) Agents. To appoint fiduciaries, individuals, or entities to assist in the administration of the Plan and other agents it deems advisable, including legal counsel;
- (i) Insurance. To select, if necessary, insurance carriers and to determine the amount and type of insurance;
- (j) Rules. To promulgate rules and decisions of uniform and consistent application subject to the provisions of the Plan and governing law; and
- (k) Enforcement. To enforce the Plan and any Insurance Contract on behalf of the participants and BorgWarner.

5.4 Allocation and Delegation of Fiduciary Responsibilities. The Plan Administrator may delegate responsibility for the administration, operation, and management of the Plan to an individual or entity (“person”) or may allocate such responsibility among two or more persons.

- (a) In Writing. The allocation or delegation will be in writing. The written document will specify the date of the action and the effective date of the allocation or delegation; identify the responsibility allocated or delegated; and the name, office, or other reference of each person to whom the responsibility is allocated or delegated. Such responsibility will become the responsibility of the person identified as of the effective date, and will remain the responsibility of that person until a superseding action is taken or until the effective date of a resignation or rejection of the responsibility by the person.

- (b) Acceptance of Responsibility. The allocation or delegation will be communicated to the person to whom the responsibility is assigned and written acknowledgment of the communication and acceptance of the responsibility will be made by the person.
- (c) Conflict. If there is a conflict, the powers of and actions by the Plan Administrator will be controlling.

5.5 Delegation of Responsibility to Insurers. In accordance with Section 5.4, BorgWarner hereby delegates to each insurer and administrator named in Schedule A and Schedule B (other than as listed below in this Section 5.5) the responsibility for administering the claims procedures (including the final review and determination of claim appeals) with respect to the specific Benefit Program insured or administered. Each insurer and administrator will have the discretion to interpret the provisions of its Benefit Program, and make final determinations on all questions regarding eligibility for, and the amount, manner, and timing of payment of benefits. Notwithstanding the above, BorgWarner may reserve final internal claim appeals authority for all self-insured Benefit Programs.

5.6 Indemnification. BorgWarner will indemnify and hold harmless each of its employees to whom responsibility for the operation and administration of this Plan have been delegated against any and all claims, loss, damages, expense, and liability arising from any action or failure to act, except when due to gross negligence or willful misconduct of such person. BorgWarner may choose, at its own expense and discretion, to purchase and keep in effect liability insurance for each such person to cover a part or all of any such claims, loss, damage, expense, and liability.

5.7 Fiduciary Standards. Each fiduciary of this Plan will discharge its fiduciary duties solely in the interest of Plan participants and beneficiaries:

- (a) Prudently. With the care, skill, and diligence of a prudent person;
- (b) Exclusive Purpose. For the exclusive purpose of providing benefits to participants and defraying reasonable expenses of administering the Plan;
- (c) Plan Documents. In accordance with Plan documents and other instruments governing the Plan that are consistent with Title I of ERISA; and
- (d) Prohibited Transaction. To avoid engaging in a prohibited transaction under ERISA or the Code, unless an exemption is obtained.

ARTICLE 6

AMENDMENT AND TERMINATION

6.1 Amendment. BorgWarner may amend, modify, change, or revise all or any part of the Plan, including any Benefit Program or any required contribution for coverage, at any time. However, no amendment may retroactively deprive a participant of any benefit for an eligible covered health expense incurred prior to the date of the amendment, modification, change, or revision. Any action by BorgWarner under this Section 6.1 will be evidenced through a resolution by its Board of Directors or in a written document signed by an officer authorized by the Board to approve and execute a plan amendment.

6.2 Termination. The following provisions will apply to termination of the Plan:

- (a) By BorgWarner. Even though BorgWarner presently intends this Plan to be a continuing benefit program, it may discontinue or terminate the Plan at any time.
- (b) Mandatory. The Plan will terminate upon liquidation or discontinuance of the business of BorgWarner; adjudication of BorgWarner as bankrupt; or a general assignment by BorgWarner for the benefits of its creditors.
- (c) Change of Form. The Plan also will terminate upon the merger or consolidation of BorgWarner into another entity which is the survivor; the consolidation or other reorganization of BorgWarner; or the sale of substantially all of BorgWarner's assets unless the successor or purchasing corporation adopts this Plan within 90 days.

6.3 No Vested Rights. No participant or beneficiary has any vested right to current or future benefits under this Plan. A Participant's right to benefits is limited to claims incurred before the earliest of the following occurrences: amendment of the Plan, termination of the Plan or the applicable Benefit Program, or termination of eligibility to participate.

ARTICLE 7

HIPAA PROVISIONS

7.1 Effective Date. All definitions in the Health Insurance Portability and Accountability Act ("**HIPAA**") privacy regulations ("**Privacy Rules**") and security regulations ("**Security Rules**") are incorporated by reference into the Plan. If a term is not defined in the Privacy Rules or Security Rules, the term will have its generally accepted meaning.

7.2 Hybrid Entity. To the extent the Plan provides any non-health benefits, only the health care component of the Plan is subject to these HIPAA provisions.

7.3 Protected Health Information. The Employer will have access to protected health information ("**PHI**") only as permitted under this Plan or as otherwise required or permitted by the Privacy Rules. PHI means information that is created or received by the Plan and relates to:

- (a) past, present, and future physical or mental health or condition of an individual;
- (b) provision of health care to an individual; or
- (c) past, present, or future payment for the provision of health care to an individual; and

that identifies the individual or for which there is a reasonable basis to believe the information can be used to identify the individual.

7.4 Uses and Disclosures of PHI by the Plan.

- (a) Certification by Employer. The Plan may disclose PHI to the Employer only if the Privacy Rules specifically permit the use or disclosure, or if the individual authorizes the Plan to use or disclose PHI to the Employer. In no event will the Plan disclose PHI to the Employer before it receives certification from the Employer that the Plan has been amended to incorporate the privacy obligations of the Employer listed in Section 7.5 below.
- (b) Plan Administration Functions. Once the Employer receives PHI from the Plan, it may use or disclose PHI only for Plan Administration Functions. "**Plan Administration Functions**" are administrative tasks performed by the Employer on behalf of the Plan and exclude employment-related functions and functions performed by the Employer in connection with any other benefit or benefit plan of the Employer. Plan Administration Functions include, but are not limited to:
 - (i) Enrollment and disenrollment activities;
 - (ii) Verification of participation in the Plan;
 - (iii) Obtaining premium contributions;
 - (iv) Determining eligibility for benefits;
 - (v) Activities to coordinate benefits with other plans and coverages;
 - (vi) Final adjudication of appeals of claim denials;
 - (vii) Exercise of the Plan's rights of reimbursement and subrogation;

- (viii) Assisting participants in eligibility, benefit claims matters, inquiries, and appeals;
- (ix) Obtaining premium bids;
- (x) Evaluation of health plan design;
- (xi) Activities relating to placement, renewal, or replacement of a contract of health insurance or health benefits (including stop-loss and excess loss insurance);
- (xii) Legal services and auditing functions (including fraud and abuse detection);
- (xiii) Business planning, management and general administration;
- (xiv) Making claims under stop-loss or excess loss insurance;
- (xv) Activities in connection with the transfer, merger or consolidation of the Plan, including due diligence.

7.5 Privacy Obligations of Employer. With respect to PHI created by or received from the Plan, the Employer will:

- (a) Not use or further disclose the PHI other than as permitted or required by the Plan or as required by law;
- (b) Ensure that any agents, including subcontractors, to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such PHI;
- (c) Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer unless authorized by the individual;
- (d) Report to the Plan any use or disclosure of PHI that is inconsistent with the Privacy Rules of which the Employer becomes aware;
- (e) Make PHI available to an individual in accordance with the access requirements of the Privacy Rules;
- (f) Make PHI available for amendment and incorporate any amendments to PHI in accordance with the Privacy Rules;

(g) Make available the information required to provide an accounting of disclosures;

(h) Make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Department of Health and Human Services Secretary for purposes of determining compliance with the Privacy Rules;

(i) If feasible, return or destroy all PHI received from the Plan and retain no copies of that PHI when no longer needed by the Employer for the purpose for which disclosure was made, (or if return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible); and

(j) Ensure that adequate separation between the Plan and the Employer is maintained as required by the Privacy Rules. For purposes of maintaining adequate separation between the Plan and the Employer, only the employees or classes of employees identified in the Employer's privacy policies and procedures ("**Authorized Employees**") will be given access to PHI. The section of the Employer's privacy policies and procedures that lists these employees is incorporated by reference into this Plan. The access to and use of PHI by Authorized Employees is restricted to the Plan Administration Functions that the Employer performs for the Plan. If an Authorized Employee uses or discloses PHI in ways other than those permitted by the Plan or the Privacy Rules, the Authorized Employee will be subject to the disciplinary procedures described in the Employer's employee handbook. The Employer may impose, at its discretion, reasonable sanctions as necessary to ensure that no further non-compliance with the Plan or the Privacy Rules occurs.

7.6 Electronic Data Security Obligations of Employer. To the extent the Employer maintains electronic PHI, the Employer will:

(a) Reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the Employer on behalf of the Plan as required by the HIPAA Security Rules;

(b) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that the Employer creates, receives, maintains, or transmits on behalf of the Plan;

(c) Ensure that the separation required by Section 7.5(j) is supported by reasonable and appropriate security measures;

(d) Ensure that any agents, including subcontractors, to whom it provides electronic PHI agree to implement reasonable and appropriate security measures to protect the electronic PHI; and

(e) Report to the Plan any security incident involving PHI of which it becomes aware.

ARTICLE 8

MISCELLANEOUS

8.1 Nonassignability. Benefits under this Plan are not subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy before actual receipt, except as otherwise required by law. Any assignment that violates this Section 8.1 is void. The right to receive a benefit under the Plan will not be considered an asset in divorce, insolvency, or bankruptcy. This Section 8.1 will not prevent direct billing by and payment to a provider.

8.2 Employment Rights. The Plan does not create any employment rights nor restrict in any way the right of BorgWarner or any Participating Location to discharge an employee.

8.3 No Interest In Assets or Business. The Plan does not give any retiree or beneficiary any interest in BorgWarner's assets, business, or affairs; the right to question any action by or policy of BorgWarner; or the right to examine BorgWarner books and records. The rights of all participants in the Plan are limited to the right to receive benefits when due.

8.4 Severability. If any provision of this Plan is deemed invalid, unenforceable, or contrary to applicable law or regulation, the Plan will remain in effect. The affected provision will be severed from the Plan and will be of no effect to the extent and for the duration of the violation.

8.5 Construction. All provisions of the Plan will be interpreted to maintain the tax qualification and benefit of the Plan and to be consistent with the express purposes and intentions of the Plan. The use of the singular includes the plural and the plural includes the singular, unless the context clearly indicates otherwise. Capitalized terms have the meaning specified in the Plan. Any period of time specified in the Plan will consist of consecutive days, months or years, as appropriate.

8.6 Governing Law. The Plan will be governed and construed according to ERISA and the Code and, to the extent not preempted by ERISA or the Code, according to the laws of the State of Michigan.

8.7 Entire Agreement. The Plan (including any documents incorporated by reference) constitutes the entire agreement. All previous negotiations, representations, or agreements are merged and void unless expressly incorporated into this document (or into documents incorporated herein by reference).

8.8 Dividends and Refunds. To the extent permitted by law, any dividends, retroactive rates, adjustments, or other refunds that may become payable under any insurance or

other benefit contract due to actuarial error or adjustment in rate calculation will be the property of and be retained by BorgWarner.

8.9 Qualified Medical Child Support Order (QMCSO). The Plan will provide benefits in accordance with the terms of a Qualified Medical Child Support Order ("QMCSO"). A QMCSO is a court order under state domestic relations law, generally issued as part of a settlement agreement or judgment of divorce, that provides group health coverage for the child of a participant. The Plan will honor a QMCSO if it meets the requirements below. The order must:

- (a) Create, or recognize the existence of the child's right to receive group health benefits for which the participant is eligible under the Plan;
- (b) Clearly specify the name and last known mailing address of the participant and each child covered by the order;
- (c) Specify a reasonable description of the coverage to be provided by the Plan to each child or the manner in which the coverage is to be determined; and
- (d) Specify each group health plan to which the court order applies and the period to which it applies.

The order may not require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan.

The term "**Alternate Recipient**" means any child of a participant who is recognized under a medical child support order as having the right to enroll under a group health plan.

When the Plan Administrator receives a medical child support order, it will:

- (a) Notify both the participant and each Alternate Recipient of the receipt of the order, together with an explanation of the procedures for determining whether the order qualifies as a QMCSO;
- (b) Determine if the order is a QMCSO; and
- (c) Notify the participant and each Alternate Recipient of the determination.

The Plan Administrator is responsible for deciding if the order satisfies the conditions of a QMCSO. If it does, the child is an Alternate Recipient and is considered a beneficiary under the Plan for purposes of ERISA and is considered a participant under the Plan for ERISA reporting and disclosure purposes.

IN WITNESS WHEREOF, BorgWarner has caused this Plan to be executed by its
duly authorized officer on the _____ day of _____, 2010.

BORGWARNER INC.

By _____

Name: _____

Its _____

SCHEDULE A

BENEFIT PROGRAMS OFFERED TO RETIRED EMPLOYEES AT ACTIVE LOCATIONS As of January 1, 2012

The benefit programs listed in the Benefit Table for Retired Employees at Active Locations constitute Component Programs that are offered to retirees at one or more of the active locations listed in the Participating Locations Table for Retired Employees at Active Locations. The specific benefits available may vary by location and employee classification, as set forth in the Program Documents for each location.

Benefit Table for Retired Employees at Active Locations

Benefit Program	Funding	Insurer, HMO, Administrator
Medical Program, including prescription drug	1. Self-Insured High Deductible Health Plan with HRA 2. Self-Insured Indemnity Plan 3. Self-Insured Base Major Medical Plan 4. Self-Insured Retiree Reimbursement Account (RRA)	1. CIGNA 2. CIGNA 3. CIGNA 4. United Healthcare
Dental/Vision Program	Self-Insured Dental/Vision PPO Plan	CIGNA (COBRA only)
Life Insurance Program	Insured Group Term Life Plan	MetLife

Benefit Programs Available for Eligible Retired Employees from Active Locations

Location You Retired From	Available Medical Program			Other Available Benefit Programs		
<i>Not all Programs are available for all groups of retirees.</i>	Pre-Medicare	Medicare Supplement*	Rx Program	Dental Program	Vision Program	Life Insurance Program
Asheville, N.C.	CIGNA Choice Health Fund	Retiree Reimbursement Account (retired by 12/31/2008)	Included in Pre-Medicare Health Plan Only	N	N	Y
Auburn Hills, MI – PTC	CIGNA Choice Health Fund	Retiree Reimbursement Account (retired by 12/31/2008)	Included in Pre-Medicare Health Plan Only	N	N	Y
Auburn Hills, MI – World Headquarters	CIGNA Choice Health Fund	Retiree Reimbursement Account (retired by 12/31/2008)	Included in Pre-Medicare Health Plan Only	N	N	Y
Bellwood, IL	CIGNA Choice Health Fund	Retiree Reimbursement Account (retired by 12/31/2008)	Included in Pre-Medicare Health Plan Only	N	N	Y
Cadillac, MI (Salary & Non-Union Hourly)	CIGNA Choice Health Fund	Retiree Reimbursement Account (retired by 12/31/2008)	Included in Pre-Medicare Health Plan Only	N	N	Y
Cadillac, MI (Union)	N/A	CIGNA Indemnity	Y	N	N	Y
Dixon, IL	CIGNA Choice Health Fund	Retiree Reimbursement Account (retired by 12/31/2008)	Included in Pre-Medicare Health Plan Only	N	N	Y
Fletcher, NC	CIGNA, Choice Health Fund	Retiree Reimbursement Account (retired by 12/31/2008)	Included in Pre-Medicare Health Plan Only	N	N	Y
Frankfort, IL	CIGNA Choice Health Fund	Retiree Reimbursement Account (retired by 12/31/2008)	Included in Pre-Medicare Health Plan Only	N	N	Y

Location You Retired From	Available Medical Program			Other Available Benefit Programs		
<i>Not all Programs are available for all groups of retirees.</i>	Pre-Medicare	Medicare Supplement*	Rx Program	Dental Program	Vision Program	Life Insurance Program
Ithaca, NY (Union Hourly retired by August 2008)	CIGNA Indemnity	CIGNA Indemnity, CIGNA Major Medical	Y	N	N	Y
Ithaca, NY (Union Hourly retired after August 2008 and before January 1, 2011)	CIGNA Indemnity/Choice Health Fund	Retiree Reimbursement Account	Included in Pre-Medicare Health Plan Only	N	N	Y
Ithaca, NY (Union Hourly retired after December 31, 2010)	CIGNA Indemnity/Choice Health Fund	N	Included in Pre-Medicare Health Plan Only	N	N	Y
Ithaca, NY (Salary)	CIGNA Choice Health Fund	Retiree Reimbursement Account (retired by 12/31/2008)	Included in Pre-Medicare Health Plan Only	N	N	Y
Livonia, MI	CIGNA Choice Health Fund	Retiree Reimbursement Account (retired by 12/31/2008)	Included in Pre-Medicare Health Plan Only	N	N	Y
Marshall, MI	CIGNA Choice Health Fund	Retiree Reimbursement Account (retired by 12/31/2008)	Included in Pre-Medicare Health Plan Only	N	N	Y

***You are required to enroll in Medicare A & B to participate in the Medicare Supplemental Health Plan & RRA coverage offered by BorgWarner.**

SCHEDULE B

**BENEFIT PROGRAMS OFFERED TO RETIRED EMPLOYEES
AT CLOSED AND DIVESTED LOCATIONS
As of January 1, 2012**

The benefit programs listed below constitute Component Programs that are offered to eligible retirees at the divested/closed locations listed in the Participating Locations Table for Retired Employees at Closed/Divested Locations. The specific benefits available may vary by location and employee classification, as set forth in the Program Documents for each location.

Benefit Table for Retired Employees at Closed/Divested Locations

Benefit Program	Funding	Insurer, HMO, Administrator
Medical Program, including prescription drug	1. Self-Insured PPO Plan	1. Anthem, CIGNA, TakeCareHealth
	2. Self- Insured High Deductible Health Plan with HRA	2. Anthem, CIGNA, TakeCareHealth
	3. Self- Insured Indemnity Plan	3. CIGNA, Anthem
	4. Self- Insured Base Major Medical	4. CIGNA
	5. Fully-Insured Medical Kuhlman Executive Retirement Plan	5. CIGNA
	6. Fully-Insured HMO	6. Health Alliance Plan
	7. Self- Insured Retiree Reimbursement Account (RRA)	7. United Healthcare
Dental Program	1. Self- Insured Dental PPO	1. CIGNA
	2. Insured Dental HMO	2. Midwest Dental
Vision Program	1. Self- Insured Vision Program	1. CIGNA
	2. Insured Vision HMO	2. CO-OP Optical
Life Insurance Program	Insured	MetLife

Benefit Programs Available for Eligible Retired Employees at Closed/Divested Locations

Location You Retired From	Available Medical Program			Other Available Benefit Programs		
<i>Not all Programs are available for all groups of retirees.</i>	Pre-Medicare**	Medicare Supplement*	Rx Program	Dental Program	Vision Program	Life Insurance Program
Ballwin/Washington, MO	N/A	CIGNA Indemnity	N	N	N	Y
Blytheville, AR	CIGNA Indemnity	Retiree Reimbursement Account	Included in Pre-Medicare Health Plan Only	N	N	Y
Buffalo, NY/Springfield, OH/Chester, SC - Kuhlman/Snyder Fuel Tanks	N/A	Retiree Reimbursement Account	N	N	N	Y
Byron, IL - Westran	N/A	Retiree Reimbursement Account	N	N	N	Y
Cary, NC	N/A	Retiree Reimbursement Account	N	N	N	Y
Chicago, IL HQ	CIGNA Choice Health Fund	Retiree Reimbursement Account	Included in Pre-Medicare Health Plan Only	N	N	Y
Chicago, IL - Borg & Beck Clutch (Hourly)	CIGNA Indemnity	CIGNA Indemnity	Y	Y	Y	Y
Chicago, IL - Borg & Beck (Salary)	N/A	Retiree Reimbursement Account	N	N	N	Y
Chicago, IL - Ingersoll (Hourly)	N/A	Retiree Reimbursement Account	N	N	N	Y
Chicago, IL - Ingersoll (Salary)	N/A	Retiree Reimbursement Account	N	N	N	Y
Cleveland, OH - Pesco	N/A	Major Med	N	N	N	Y
Coldwater, MI - Kuhlman Electric	N/A	Retiree Reimbursement Account	N	N	N	Y
Decatur, IL - Climate Control	CIGNA Choice Health Fund	Retiree Reimbursement Account	Included in Pre-Medicare Health Plan Only	N	N	Y
Decatur, IL - Fuel Systems	N/A	Retiree Reimbursement Account	N	N	N	Y
Grand Rapids, MI/Charlotte, NC - Kysor Carolina Metals Fuel Tanks	N/A	Retiree Reimbursement Account	N	N	N	Y
Indianapolis, IN - Schwitzer (Hourly)	N/A	CIGNA Indemnity	Y	Y	N	Y

Location You Retired From	Available Medical Program			Other Available Benefit Programs		
	Pre-Medicare**	Medicare Supplement*	Rx Program	Dental Program	Vision Program	Life Insurance Program
<i>Not all Programs are available for all groups of retirees.</i>						
Indianapolis, IN - Schwitzer (Salary)	CIGNA Choice Health Fund	Retiree Reimbursement Account	Included in Pre-Medicare Health Plan Only	N	N	Y
Memphis, TN - Mechanics	N/A	CIGNA Indemnity	N	N	N	Y
Muncie, IN (Hourly retired prior to 1980)	N/A	Anthem (Individual policies held by retirees)	N	N	N	N
Muncie, IN (Hourly retired pre 1989)	N/A	Anthem Indemnity	Y	N	Y	Y
Muncie, IN (Hourly retired post 1989)	Anthem PPO Anthem HRA	Retiree Reimbursement Account (retired by 2/1/2009)	Included in Pre-Medicare Health Plan Only	N	N	Y
Muncie, IN Guards	Anthem HRA	Retiree Reimbursement Account	Included in Pre-Medicare Health Plan Only	N	N	Y
Muncie, IN Salary	Anthem HRA	Retiree Reimbursement Account	Included in Pre-Medicare Health Plan Only	N	N	Y
New Bedford, MA - BWA New Bedford Plant	N	N	N	N	N	Y
Rockford, IL - Rockford	CIGNA Choice Health Fund	Retiree Reimbursement Account	Included in Pre-Medicare Health Plan Only	N	N	Y
Rolla, MO - Schwitzer (US) Inc Rolla Plant (Hourly)	N/A	CIGNA Major Med	Y	N	N	Y
Savannah, GA - Kuhlman Execs	CIGNA Indemnity/MERP	CIGNA Indemnity/MERP	Y	N	N	Y
Scottsburg, IN/White Pigeon, MI - Scott Fuel Tanks	N/A	Retiree Reimbursement Account	N	N	N	Y
Spring Lake/Rothbury, MI - Medallion (Retirees)	CIGNA Choice Health Fund	Retiree Reimbursement Account	Included in Pre-Medicare Health Plan Only	N	N	Y
Sterling Heights, MI (Hourly)	CIGNA Indemnity/HAP	CIGNA Indemnity/HAP	Y	Midwest Dental/CIGNA	CO-OP Optical	Y

Location You Retired From	Available Medical Program			Other Available Benefit Programs		
<i>Not all Programs are available for all groups of retirees.</i>	Pre-Medicare**	Medicare Supplement*	Rx Program	Dental Program	Vision Program	Life Insurance Program
Sterling Heights, MI (Salary)	CIGNA Choice Health Fund	Retiree Reimbursement Account	Included in Pre-Medicare Health Plan Only	N	N	Y
Toledo, OH - Marvel, Schebler, Tillotson Division, Toledo Facility	N	N	Y	N	N	Y
Wooster, OH - Hydraulics	N/A	CIGNA Indemnity	N	N	N	Y

***You are required to enroll in Medicare A & B to participate in the Medicare Supplemental Health Plan & RRA coverage offered by BorgWarner.**

** N = no benefit; NA = no longer has pre-Medicare retirees in plan