

Summary Plan Description

Federal Signal Corporation Retirement Plan

Federal Signal

Salaried Employees

Summary Plan Description

Effective November 1, 2013

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INTRODUCTION

Federal Signal Corporation (the “Company”), previously established the Federal Signal Corporation Retirement Plan (the “Plan”), effective December 1, 1953. The Plan has been amended and restated several times since then. Most recently the Plan was amended and restated effective January 1, 2010. This Summary Plan Description (“SPD”) reflects that Plan and any amendments made subsequent to the 2010 restatement.

This SPD is effective for eligible employees who are salaried employees of the Signal Products Division of the Company working for the University Park location, Corporate Headquarters employees of the Company, all non-union employees of Federal APD, and all Sign salaried employees except those previously employed by or hired into the Melweb/South East and Sign System/Las Vegas acquisitions; provided, however, no Sign salaried employee shall become a participant after May 31, 2000, and no other eligible employee described in this SPD shall become a participant after December 31, 2006. Other SPDs provide information to other employee groups in the Plan, including Vactor, IBEW, Dayton and Leach participants.

The Company is proud of this Plan and wants you, as an employee or former employee, to know about it. This SPD has been prepared to give you an idea about the provisions of the Plan and about how it may benefit you. You should read all parts of this SPD carefully so that you will not only understand the ways in which the Plan may benefit you, but also certain exclusions to coverage and limitations on the receipt of benefits which may apply to you. If you wish additional information concerning this defined benefit pension plan, this SPD tells you how to obtain that information.

LIMITATIONS OF THIS DESCRIPTION

This description summarizes the main provisions of the Plan. It is not the complete Plan. A complete copy of the Plan is available in the office of Federal Signal Corporation for your inspection. In case of any conflict between the provisions of the complete Plan and any oral representation or the terms of this SPD, the provisions of the complete Plan will control. Your benefit will be determined under the terms of the Plan in effect when your employment ended, except as otherwise required by applicable law, or in accordance with uniform procedures adopted by the Company.

HOW DOES THE PLAN WORK?

In order to understand more fully some of the matters discussed later on in the SPD, you will need to have a general idea of how defined benefit pension plans work. Federal Signal Corporation is required to make contributions to this Plan in amounts which will be actuarially determined to provide the benefits discussed in this SPD. These consist of retirement benefits, early retirement benefits (including disability benefits) and death benefits. Benefits will be paid to participants or their beneficiaries, as discussed in this SPD. You will not be required to make any contributions to this Plan. In other words, the Plan will not cost you anything.

WHEN MAY I PARTICIPATE IN THE PLAN?

First, you must be an employee of Federal Signal Corporation in order to be eligible for participation. For Plan participation, you are considered an “employee” only if you are specifically treated or classified as an employee on the records of the Company for purposes of withholding federal employment and income taxes. If classified by the Company as an employee hired to work for a period of less than 6 months, an independent contractor, consultant, leased employee or similar type of nonemployee position, you are specifically excluded from Plan participation—even if a court, the Internal Revenue Service (IRS) or another agency retroactively reclassifies you as an employee. Employees who are eligible to participate in the Plan will become participants as of the January 1st or the July 1st following the completion of one year of Vesting Service and attainment of age 21. Vesting Service is explained in more detail below. No Sign salaried employee is eligible to become a participant after May 31, 2000. No other eligible employee described in this SPD shall be eligible to become a participant after December 31, 2006.

Hour of Service. An hour of service means any hour for which you are paid for working for the employer. It also may include certain hours for which you are not directly paid by the employer. An hour of service is important for measuring participation, accrual of benefits, vesting and breaks in service (all of which are discussed below). For the purposes of determining your eligibility to participate and your vested percentage, hours of service may also include hours you worked for certain previous employers.

Suspension or Termination of Participation. If your employment terminates, after you have become a participant, and you incur a one-year break in service, your participation in the Plan will be suspended or temporarily terminated until you complete a year of service for participation following your return to employment. For this purpose a year of service for participation will be measured in a manner similar to that of a year of service for participation, discussed below; except that the first day of the 12-month period will begin with the day you return to employment after the one year break in service.

Breaks in Service. Five (or more) consecutive one year breaks in service can be important in determining the number of years of service for vesting, discussed below under the heading “VESTED OR NONFORFEITABLE PORTION OF PARTICIPANT’S BENEFITS.” A one-year break in service occurs when an employee has no more than 500 hours of service during a Plan year. In certain cases of absence due to pregnancy, child birth, or an adoption, you may be credited with enough hours of service to avoid a one year break in service for one Plan year.

Credited Service. Credited Service means a year of Credited Service for each twelve months in which you are an active employee and ending on the date of termination of employment. However, no Sign salaried employee will be entitled to Credited Service for any period after May 31, 2000. No other eligible employee described in this SPD will be entitled to Credited Service for any period after December 31, 2006.

If you incur a One-Year Break in Service before becoming eligible to receive a deferred vested benefit, all Credited Service before such One-Year Break in Service shall be disregarded unless:

(a) you complete one year of Vesting Service after such One-Year Break in Service; and

(b) credit for your years of Vesting Service before such One-Year Break in Service has not been disregarded.

Special vesting, eligibility and break-in-service rules apply if you did not earn an hour of service after December 31, 1989.

Vesting Service means you will be credited with one year of Vesting Service for each full year beginning on your employment date and ending on your termination date. You will be credited with all years of Vesting Service, except that the following shall be disregarded:

(a) years of Vesting Service before a One-Year Break in Service, until you complete one year of Vesting Service after such One-Year Break in Service; and

(b) if you incurred one or more consecutive One-Year Breaks in Service before becoming eligible to receive a deferred vested benefit, years of Vesting Service before such One-Year Break in Service will be disregarded if the number of years and portions thereof after your severance date but before you perform duties for the Employer or an Affiliate equals or exceeds the greater of 5 or the aggregate number of years of Vesting Service before such One-Year Breaks in Service. Such aggregate number of years of Vesting Service before such One-Year Breaks in Service shall not include any years of Vesting Service disregarded by reason of any prior One-Year Breaks in Service.

WHAT IS THE PLAN YEAR?

The Plan year is the first day of January to the last day of December annually. The Plan year is important for various reasons. For example, it is the period as to which records are kept for Plan administration.

COMPENSATION

Generally your **Compensation** for purposes of determining the amount of your benefits under the Plan will be the cash compensation paid to you during the calendar year, as determined under the terms of the Plan document, while you are eligible to participate in the Plan. Your Compensation does not include certain amounts such as:

(a) any amounts contributed by your Employer to this plan or any other qualified plan, except that the salary reduction contributions you elect to contribute to the Federal Signal Corporation Retirement Savings Plan, or contributions you made to a cafeteria plan or transit deferral plan will be included in your Compensation.

(b) any reimbursements for travel expenses, relocation allowances, educational assistance allowances, auto allowance and other special allowances, severance pay, and other compensation.

The Internal Revenue Service (“IRS”) puts limits on the amount of compensation to be considered, which is adjusted periodically by the IRS. For the 2013 Plan Year, compensation does not include amounts in excess of \$255,000.

Final Average Earnings means the monthly average of your Compensation paid to you during the 5 consecutive full Plan Years for which your Compensation was highest within the last 10 full Plan Years of your employment as a participant immediately preceding your Normal Retirement Date or your earlier termination of employment (including by reason of Disability). Such average shall be computed by dividing your Compensation for such 5 Plan Year period (i.e., 60 months) by the number of months in that period for which you had Compensation. If you had less than 5 full Plan Years of Compensation, then your Compensation used in calculating Final Average Earnings will be divided by the number of months in that period for which you had Compensation. If you continue employment past your Normal Retirement Date, your Final Average Earnings will include months of Compensation preceding your actual retirement date, provided that this produces a higher average Compensation. Final Average Earnings for Sign Salaried Employees whose employment terminates after May 31, 2000 is calculated as described above, but shall only include the last 10 full Plan Years of participation immediately preceding the earlier of such participant’s Normal Retirement date (or earlier termination) or May 31, 2000. Final Average Earnings for other eligible employees described in this SPD whose employment terminates after December 31, 2006 is calculated as described above but shall only include the last 10 full Plan Years of participation immediately preceding the earlier of such participant’s Normal Retirement Date (or earlier termination of employment) or December 31, 2016.

WHAT BENEFITS DO PARTICIPANTS ACCRUE?

Once you become a participant, you will accrue benefits under the Plan. The vested or nonforfeitable portion of accrued benefits will be distributed to you after your termination of employment. (The vested portion will be discussed below under the heading “VESTED OR NONFORFEITABLE PORTION OF PARTICIPANT’S BENEFITS,” and the time and manner of distribution is discussed under the heading “DISTRIBUTION OF BENEFITS,” below.) You may also accrue benefits which would be payable in the event of your death. The general manner of computation of all of these benefits is discussed below. The exact method of computation is contained in the Plan. Contact the Benefits Committee if you need a more precise calculation of your total accrued benefit.

Your “Accrued Benefit” as of any date is equal to the sum of (a) and (b) below:

(a) your benefit accrued for service prior to January 1, 1976 as determined under a Prior Plan; plus

(b) for Credited Service after January 1, 1976, a benefit equal to 50% of your Final Average Earnings less 50% of your Primary Social Security Benefit times a fraction the

numerator of which is your Credited Service (up to a maximum of 30 years of Credited Service) and the denominator of which is 30.

Example: Bob retires after 15 years of Credited Service at the age of 65. His Final Average Earning is \$35,000 and he can expect a \$5,400 annual Social Security benefit. His Retirement benefit is as follows:

$$[\$35,000 \times 50\%] - [\$5,400 \times 50\%] \times 15 \text{ years of Credited Service} / 30 \text{ or}$$
$$\$17,500 - \$2,700 \times 15/30 = \$7,400 \text{ annually}$$

In no event shall your Accrued Benefit be less than your Accrued Benefit determined as of December 31, 1998.

Primary Social Security Benefit means the estimated Social Security benefit payable under the Social Security Act. You have the right to supply the Committee with your actual wage history obtained from the Social Security Administration and to have your Social Security benefit determined on the basis of your actual wage history, in lieu of your estimated Social Security benefit.

Prior Plan means any qualified defined benefit plan sponsored by the Company in which you participated in prior to January 1, 1976, including the Electrical Products Corporation Incentive Plan and the Autocall Company Pension Plan for Salaried Employees. If you are uncertain about prior credit for previous employment, check with the Benefits Committee about your specific situation.

Payment of Retirement Benefits. A participant's accrued benefit at Normal Retirement Date will be computed in the form of a single life annuity, payable monthly starting at normal retirement and continuing until the death of the participant. (The benefit may actually be paid in a different form than such an annuity, but must be the actuarial equivalent of it.) If the total present value of your benefits exceeds \$1,000, you will receive a joint and survivor annuity for your life and the life of your spouse if you are married or a single life annuity if you are not married, unless you elect otherwise and, if you are married, your spouse consents. (The joint and survivor annuity is discussed below under the heading "A SURVIVOR OR JOINT AND SURVIVOR ANNUITY.") If the total present value of your benefit is \$1,000 or less you will receive a lump sum payment and no consent is necessary.

Normal Retirement Date means the first day of the month coincident with or next following the attainment of age 65.

Early Retirement Date means the first day of the month coincident with or next following the attainment of age 55 and the completion of at least 10 years of Credited Service or Vesting Service and your election to retire before your Normal Retirement Date.

Early Retirement Benefit.

(a) You may retire early at age 60 with an unreduced benefit on the first day of any month after having attained an age and Years of Credited Service Combination set forth in the following table:

<u>Age</u>	and	<u>Years of Credited Service</u>
60		40
61		38
62		36
63		34
64		32

(b) If you have attained age 55 with 10 years of Credited Service, you may retire on the first day of any month, but prior to your Normal Retirement Date, which date shall be known as your Early Retirement Date. You will be entitled to receive either:

(i) your Accrued Benefit determined as of such date multiplied by a fraction, the numerator of which is your actual Credited Service and the denominator of which is the years of Credited Service you would have had if you worked to age 65 (with a minimum denominator of 30) and commencing on your Normal Retirement Date; or

(ii) if you elect, an annual benefit beginning on your Early Retirement Date and before your Normal Retirement Date equal to the benefit determined under subparagraph (i) above but reduced by $1/180^{\text{th}}$ for each of the first 60 months and by $1/360^{\text{th}}$ for each of the next 60 months preceding your Normal Retirement Date.

Remember that retirement benefits (including early retirement benefits) are the amounts which would be payable to you *at normal retirement age*. If you started receiving this benefit sooner than normal retirement age, the benefit will be actuarially reduced in accordance with the terms of the plan document. The benefit would also be reduced if you were not 100% vested, as explained under the heading “VESTED OR NONFORFEITABLE PORTION OF PARTICIPANT’S BENEFITS,” below.

Disability Benefits. If you terminate your employment because of a disability as defined in the plan document, your benefits will be computed in the manner as detailed in the Sections below.

Disability means that you qualify for disability benefits under the Social Security Act, or the Benefits Administration Committee has determined that you have become incapacitated because of a medically demonstrable physical or mental condition which prevents engaging in any occupation for remuneration or profit, which, in the opinion of the Benefits Administration Committee, is likely to persist for the balance of your life. However, you will not be considered to have incurred a Disability if your disability is a result of a self-inflicted injury or an injury or disease sustained as a result of willful participation in fights, riots or civil insurrection, or while committing or attempting to commit a crime. For the purpose of determining whether a you have incurred a Disability or have recovered from a Disability, the Benefits Administration

Committee from time to time may require that you either verify that you currently qualify for, or are receiving disability benefits under the Social Security Act, or submit to a medical examination at any reasonable time prior to your Normal Retirement Date.

Disability Benefit.

(a) If your employment is terminated before your Normal Retirement Date because of Disability after at least 10 years of Vesting Service, you will be entitled to a monthly disability benefit for your life beginning on your Normal Retirement Date. The amount of your monthly disability benefit will be computed based upon the Final Average Earnings and Primary Social Security Benefit as of the earlier of your last day worked or December 31, 2016 (May 31, 2000 for Sign Salaried Employees). Your Credited Service shall be determined on the basis of your number of years of Vesting Service on your last day of employment as follows:

(i) If you have 10 or more years of Vesting Service on your last day worked, your monthly disability benefit will be computed based upon the Credited Service you would have had at the earlier of December 31, 2006 (May 31, 2000 for Sign Salaried Employees) or your Normal Retirement Date as if you had continued as an eligible employee until such date.

(ii) If you have less than 10 years of Vesting Service on your last day worked, your monthly disability benefit will be computed based upon the Credited Service you would have had as of the date which is the earlier of December 31, 2006 (May 31, 2000 for Sign Salaried Employees) or twelve months after your last day worked.

(b) Instead of receiving a monthly disability benefit commencing on your Normal Retirement Date, if you have more than 5 but less than 10 years of Vesting Service, you may elect to receive a monthly disability benefit commencing at your Early Retirement Date, or on the first day of any calendar month thereafter, by filing a written election with the Benefits Administration Committee at least ten days prior to the date payment of such monthly disability benefit is to begin. The amount of such monthly disability benefit shall be actuarially reduced for commencement prior to your Normal Retirement Date by reducing the amount of the monthly disability benefit to which you would otherwise be entitled commencing on his Normal Retirement Date by $1/180^{\text{th}}$ for each of the first 60 months and by an additional $1/360^{\text{th}}$ for each additional month by which the commencement of your benefits is to precede your Normal Retirement Date. Your monthly disability benefit will be payable pursuant to the applicable provisions of the Plan, but no earlier than the date that any long term disability benefits from the Company or an Affiliate have terminated.

(c) If you recover from your disability prior to your Normal Retirement Date, payment of your monthly disability benefit shall cease. Unless you are reemployed by the Company or an Affiliate, you will be deemed to have terminated employment on your actual employment termination date for a reason other than disability. Your eligibility for, and the amount of, benefits payable under the Plan after your recovery from a Disability shall be determined based upon your Final Average Earnings as of the earlier of your actual employment termination date or December 31, 2016 (May 31, 2000 for Sign Salaried Employees), Primary

Social Security Benefit and Credited Service as of the earlier of your actual employment termination date or December 31, 2006 (May 31, 2000 for Sign Salaried Employees), taking into account any reductions under the Plan. The monthly disability benefits previously paid will not be deducted from the benefits to which you are entitled under the Plan after your recovery from a Disability. A participant entitled to receive a monthly disability benefit shall not be entitled to any other retirement income under any other section of the Plan or any Employer disability plan.

Death Benefits. If you should die prior to normal retirement age, and while you are still an employee, your benefits under the Plan will be a Pre-Retirement Spouse's Survivor Annuity.

Pre-Retirement Spouse's Survivor Annuity. The survivor annuity is 100% of the reduced annuity which would have been payable to you in the form of a Qualified Joint and Survivor Annuity if: (a) you, on or before the date of your death, had attained age 60 with 10 or more years of Vesting Service; and (b) you and your spouse were married in a civil or religious ceremony recognized under the laws of the state where the marriage was contracted and the marriage remains legally effective.

Limitations on Benefits. This Plan contains certain limitations on the amount of benefits which can be distributed to the 25 highest paid employees of the employer, under certain circumstances. Also the Plan places certain limitations on the amount of annual benefits which may be distributed to participants. For example, no normal retirement benefit can exceed the lesser of (i) \$205,000 for 2013, or (ii) the participant's average annual compensation (determined using the participant's highest 3 consecutive years of compensation). Again, you should contact the Benefits Administration Committee for more information if you believe these limitations may apply to you.

VESTED OR NONFORFEITABLE PORTION OF PARTICIPANT'S BENEFITS

Nonforfeitable or Vested Percentage. The portion or percentage of your accrued benefit which will eventually be distributed to you after you have terminated employment is called the "nonforfeitable" or "vested" percentage. If, for example, your vested percentage is 0%, no benefits will be distributed to you. If you are 100% vested, your entire accrued benefit will be distributed to you. The time and manner in which your benefits will be distributed to you is discussed under the heading "DISTRIBUTION OF BENEFITS," below.

You will be 100% vested under any of the following circumstances:

You retire on or after your Normal Retirement Age, as defined above and in the Plan.

You die while still working for the employer.

You become disabled while still working for the employer.

However, if you terminate your employment for any reason other than retirement, death, or disability, your nonforfeitable or vested percentage may be less than 100%. Below is the vesting schedule to determine your vested percentage if you terminate employment for any reason other than retirement, death or disability:

Years of Service for Vesting

Less than 5 Years

5 Years or more

Vested percentage

0%

100%

If your benefit is not vested, this means that part of your accrued benefits may be forfeited after your termination and used to reduce future employer contributions to the Plan. The Plan contains this provision in order to encourage Plan participants to remain employees of Federal Signal Corporation, by rewarding long-time employees with proportionately greater benefits than short-time employees. The actual percentage of vested benefits is based on the number of years of service for vesting.

If you are 0% vested and any of the years of service for vesting are interrupted by five or more one-year breaks in service, credit for years of service which occurred prior to the break in service may be lost or suspended. For example, if a participant has one year of service for vesting and then terminates employment for five years so that he has five consecutive one year breaks in service, he would lose credit for the one year of service for vesting he had before his employment was terminated.

Special vesting, eligibility and break-in-service rules apply if you did not earn an hour of service after December 31, 1989.

DISTRIBUTION OF BENEFITS

Time of Distribution. After you have terminated your employment and are eligible for early or normal retirement, you may elect at any time to receive your vested accrued benefit. However, if the present value of your vested accrued benefits is \$1,000 or less at the time you terminate, your vested accrued benefit will be distributed to you in the form of a lump-sum or as soon thereafter as is administratively feasible.

If the present value of your vested accrued benefits exceeds \$1,000 but is \$5,000 or less, and you do not make an election to have your distribution paid in method described above, the entire amount of your vested accrued benefits will be rolled over directly to an IRA established by the Benefits Administration Committee. Pursuant to Department of Labor Guidelines, the Benefits Administration Committee has entered into an agreement with Vanguard Fiduciary Trust Company to provide the IRA for this rollover and a specific investment in the IRA. This investment is Vanguard Prime Money Market Fund. The IRA provider has agreed that it will not charge fees in excess of its customary fees with respect to the IRA. Presently, these fees may include a setup fee, an annual fee, and a termination fee. If funds are rolled over into such an IRA, you have the right at any time to direct the IRA custodian/trustee to transfer the funds to an IRA of your choice. Should you wish to have more information about the IRA, to terminate it, or take any other action with respect to it, you should contact the Benefits Administration Committee. Please note that you may incur a 10% penalty tax if distributions are made to you before age 59½.

Benefits may be distributed to you without your consent after you have terminated employment with Federal Signal Corporation and have attained normal retirement age under the Plan.

If you continue to work past your Normal Retirement Date (working more than 8 days in any month) your retirement benefit shall be suspended in a manner consistent with the Department of Labor regulations.

By law, benefits must be distributed to you beginning no later than April 1st of the year following the calendar year in which you attain age 70½ or when you retire, if later.

Manner of Distribution. At your election benefits may be distributed in any one of the following ways:

An annuity, payable monthly during your lifetime; or

A joint and survivor annuity payable during your lifetime and that of your spouse, if you are married; or

A survivor annuity payable during your spouse's lifetime if you die before the anticipated starting date of distribution; or

An annuity, payable monthly during your lifetime, but not less than a period of either 120, or 240 months.

Under the Plan there are certain situations under which your spouse (or other designated beneficiary) will receive, if you are married, a survivor annuity in case of your death before retirement, or a joint and survivor annuity on your retirement. You have the right to elect not to receive benefits in some of these forms, provided your spouse consents to your election. These rights of election are so important that they are discussed below under the following separate heading "A SURVIVOR OR JOINT AND SURVIVOR ANNUITY."

A SURVIVOR OR JOINT AND SURVIVOR ANNUITY

Generally, the Plan requires that a joint and survivor annuity be paid to you if distributions to you begin before your death and if you are married at the time distributions begin or a single life annuity if you are not married. Under a joint and survivor annuity, if your spouse survives you, she or he will receive monthly payments equal to 50%, 75% or 100% of the monthly payments which were made to you. For example, if a participant with a 50% joint and survivor annuity received \$1,000 per month during his lifetime, his wife, if she survived him, would have to receive \$500 per month. (The exact amount she would receive would have been determined by the Plan actuary prior to the date distributions to the participant began.) If you are not married, your monthly payments will be made in the form of a single life annuity for your lifetime.

However, if you want, you may elect not to receive a single life annuity (if not married) or a joint and survivor annuity (if married). You might wish to make such an election for various reasons: for example, so that monthly annuity payments to you during your lifetime would be

greater than under a joint and survivor annuity, or because you wished to have distributions made to you in a different form than a life annuity. The other forms of distribution which are available if you elect (with your spouse's consent, if married) not to receive a joint and survivor annuity or a single life annuity (if not married) are described under the heading "DISTRIBUTION OF BENEFITS."

No less than 30 days and no later than 90 days before the anticipated starting date of a joint and survivor annuity (or a single life annuity if you are not married), the Benefits Administration Committee will distribute to you information concerning your right to elect not to receive a joint and survivor annuity (or single life annuity if not married). If you request it at that time, the Benefits Administration Committee will also furnish you with more detailed information on the economic effects of such an election. You will then have the right, with the consent of your spouse (if married), up until the starting date of the annuity, to elect in writing not to receive a joint and survivor annuity, or single life annuity if you are not married. The consent of your spouse to the election not to receive a joint and survivor annuity must be witnessed by a plan official or notary.

If you die prior to the anticipated starting date of a joint and survivor annuity, the Plan provides that your spouse will receive a survivor annuity under certain circumstances. The Supplement details the survivor benefits. If you are married you may elect, with the consent of your spouse, not to receive a pre-retirement survivor annuity.

"TOP HEAVY" PLANS

Federal Signal Corporation does not anticipate that the Plan will be top-heavy, however, if the Plan does become "top heavy," special rules concerning vesting, and minimum benefits or contributions will be applicable.

Generally, a "top heavy" plan is a plan in which the value of the employer and participant accounts of all "key-employees" exceeds 60% of the value of the participant and employer accounts of all employees. A "key-employee" is a participant or former participant who for the plan year is (i) an officer whose compensation is greater than \$130,000 (as adjusted), (ii) an owner of more than 5% of the employer, or (iii) an owner of at least 1% of the employer having an annual compensation from the employer of more than \$150,000.

Some of the special provisions which are applicable during plan years in which a plan is top heavy are as follows:

Rapid Vesting. For Plan years during which the Plan is a top-heavy plan the vesting schedule set forth under the subheading "Nonforfeitable or Vested Percentage" will be revised (to the extent the vesting schedule shown below is more favorable to you) as follows:

Years of Service for Vesting	Vested percentage
2 Years but less than 3	20%
3 Years but less than 4	40%
4 Years but less than 5	60%
5 Years but less than 6	80%
6 or more years	100%

If following a year in which the Plan is a top heavy plan, the plan no longer qualifies as a top heavy plan, then the rapid vesting schedule set forth above will no longer be applicable and the schedule set forth under the heading “VESTED OR NONFORFEITABLE PORTION OF PARTICIPANT’S BENEFITS” will apply instead. However, your vested accrued benefit will not be reduced by this change.

Minimum Benefits and Contributions. For Plan years during which this Plan is a top heavy plan the employer must provide minimum benefits or contributions to all non-key employees with a year of service for accrual of benefits. Generally this means that you will accrue benefits at least equal to 2% of your average annual compensation.

However, note that in addition to the limitations set forth above, other consequences may result during Plan years in which this Plan is a top heavy plan. For details as to these provisions see the Benefits Administration Committee.

DESIGNATION OF BENEFICIARY

You should designate a beneficiary to receive any benefits which would become payable upon or after your death. This designation should be made in writing on a form to be provided to you. If you do not make such a designation, your spouse, your lineal descendants, and your estate, in that order, would receive any benefits payable upon your death.

Under most circumstances your spouse is required to be your beneficiary. The Plan provides for a procedure for your spouse consenting not to being named as your sole beneficiary. If the procedure in the Plan is not followed, your spouse may well be your unintended beneficiary, even though you have named a different beneficiary.

PROHIBITION AGAINST TRANSFER OF BENEFITS

You may not sell, donate, pledge, or otherwise give anyone any rights to your Plan benefit. This means that you cannot give your rights under the Plan as security for a loan. A court may, however, order that benefits be paid to your ex-spouse (as part of a division of marital property) or children (as child support payments). You may obtain, without charge, a copy of the Plan’s procedures governing qualified domestic relations orders from the Plan Administrator.

MILITARY LEAVE

If you leave your job for active duty with one of the branches of the United States military, you may be entitled to reemployment rights under the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA). If you return to work with the Company after a period of qualified military service, benefits and service for your period of qualified service will be provided in accordance with Internal Revenue Code requirements and Plan rules. If you die while performing qualified military service, you will be credited with years of service (for vesting purposes) for the period of your qualified military service. In the case of death, Plan benefits will be provided to your surviving spouse or beneficiary as if you had returned to work immediately prior to your death.

FUNDING OF THE PLAN

The Company periodically makes actuarially determined contributions to the Plan to fund the benefits earned by participants. All contributions are paid into the Federal Signal Corporation Retirement Trust and this trust pays all benefits based on Plan provisions.

PLAN ADMINISTRATION

The Benefits Administration Committee has general responsibility for administration of the Plan and for carrying out its provisions. Among the Benefits Administration Committee's duties are keeping Plan records, determining questions about the eligibility, rights, and status of participants under the Plan, directing the Trustee as to amounts to be paid from the trust, answering participants' questions concerning the Plan, interpreting the Plan's provisions, and providing forms necessary for proper operation of the Plan. The Benefits Administration Committee and the Benefits Planning Committee have discretionary authority to interpret and apply all Plan provisions, and the decisions of these Committees are binding on all participants and beneficiaries. The Benefits Administration Committee and the Benefits Planning Committee may delegate one or more of their duties to agents.

CERTAIN BENEFITS GUARANTEED BY PBGC

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates 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 5 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 the Benefits Administration Committee or contact the PBGC's Technical Assistance Division, 1200 K Street

N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 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>.

FILING CLAIMS FOR BENEFITS

You or your authorized representative may file a written claim with the Benefits Administration Committee for any benefits to which you believe you are entitled.

Routine requests for information regarding your benefits under the Plan and other similar inquiries, including questions solely concerning eligibility to participate in the Plan, generally will not be considered benefit claims that require processing under ERISA. If you wish to make a claim for Plan benefits in accordance with your rights under ERISA, you must make such a request in writing to the Benefits Administration Committee.

Within 90 days after the receipt of a claim (except a Disability Claim (as defined below)), the Benefits Administration Committee will provide the claimant with written notice of its decision on the claim, unless special circumstances require an extension of the 90-day period. If an extension is required, the Benefits Administration Committee will provide the claimant with a written notice of the extension before the end of the initial 90-day period. In no event shall any such extension exceed a period of 90 days from the end of the initial 90-day period.

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

A "Disability Claim," with respect to the Plan, means a claim by a Participant to 100% vesting upon terminating employment due to a disability and entitlement to a disability benefit.

The date by which a claim must be decided is based on the date the claim is received, without regard to whether all the information needed to decide the claim is submitted with the filing. With respect to Disability Claims, if the date by which the Disability Claim must be decided is extended due to the claimant's failure to submit information necessary to decide the

claim, the period for making the benefit determination will be extended until after the claimant provides that information. If the claimant fails to deliver the requested information within the time specified, the claimant's Disability Claim may be decided without that information.

If your claim is wholly or partially denied, the written notice of the decision will inform you of:

- the specific reason(s) for the adverse determination;
- the specific Plan provision(s) reference on which the adverse determination is based;
- a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary; and
- a description of the Plan's claim review procedure and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

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

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

Within 60 days after the receipt of written notice of a denial of all or a portion of a claim (180 days with respect to a Disability Claim), you or your authorized representative may request a review of the denial by filing written notice with the Benefits Administration Committee. Written comments, documents, records and other information may be submitted to the Benefits Administration Committee along with the review request. During the 60-day period following notice of the denial (180-day period following notice of the denial of a Disability Claim), you or your authorized representative may request, free of charge, reasonable access to, and copies of, all documents, records and other information relevant (as defined by U.S. Department of Labor regulations) to your claim for benefits.

Upon receipt of a request for review of a claim denial, the Benefits Administration Committee will undertake a full and fair review of the claim denial and may, in its sole discretion, hold a hearing to review the issues the claimant raises. The Benefits Administration Committee review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial determination. The Benefits Administration Committee's review of a Disability Claim will not give deference to the initial adverse benefit determination. If an adverse benefit determination of a Disability Claim is based in whole or in part on a medical judgment, the Benefits Administration Committee will consult with a health care professional who has appropriate training and experience in the field of

medicine involved in the medical judgment and who was not consulted in connection with the initial adverse benefit determination nor is a subordinate of such individual. The Benefits Administration Committee will also identify the medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination of the claimant's Disability Claim regardless of whether the advice was relied upon in making the benefit determination.

The Benefits Administration Committee will provide you with written notice of its decision within 60 days after receipt of the review request (45 days after receipt of the review request in the case of a Disability Claim).

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

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

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

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

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

The date by which a claim on review must be decided is based on the date the appeal is received without regard to whether all the information needed to review the claim denial is submitted with the filing. If the date by which the claim must be decided on appeal is extended due to the claimant's failure to submit information necessary to decide the claim, the period for making the benefit determination begins after the claimant provides that information. If the claimant fails to deliver the requested information within the time specified, the claim may be decided without that information.

Benefits under the Plan will be paid only if the Benefits Administration Committee determines, in its sole discretion, that a claimant is entitled to the benefits. You may not initiate any action at law or in equity to recover under the Plan until you have exhausted the claims and appeals procedures described above with respect to all types of ERISA claims, including recovery of benefits under the Plan, enforcement of your rights under the Plan, and clarification of your rights to future benefits under the Plan. After exhaustion of the Plan's claim procedures, as described above, any further action taken against the Plan or its fiduciaries must be filed in a court of law or equity no later than 90 days after the Benefit Administration Committee's final decision regarding the claim.

A misstatement or other mistake of fact shall be corrected when it becomes known, and the Benefits Administration Committee shall make such adjustment as it considers equitable and practicable. For example, if you receive a payment from the Plan that is greater than the payment that should have been made, or if a person receives an erroneous payment from the Plan, the Benefits Administration Committee has the right to recover the excess amount from you or erroneous payment from the applicable individual, including earnings thereon. In certain circumstances, the Benefits Administration Committee may deduct the amount of the excess or erroneous payment from future Plan benefits payable to you and/or your beneficiary.

All decisions and communications relating to claims under the Plan, denials of claims or claims appeals under the Plan shall be held strictly confidential by the claimant, the claimant's authorized representative, the Benefits Administration Committee and the Company during and at all times after the claim has been submitted in accordance with the procedures described in this Section. This document does not create a contract of employment between Federal Signal Corporation and any employee.

RIGHTS OF PARTICIPANTS

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the employer's office and at 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 Benefits Administration Committee, 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 SPD. The Benefits Administration Committee may make a reasonable charge for the 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 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 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 upon the people who are 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 steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Benefits Administration Committee 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 Benefits Administration Committee. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's 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 a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and

fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Benefits Administration Committee. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Benefits Administration Committee, 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.

AMENDMENT AND TERMINATION

Federal Signal Corporation expects to continue the plan indefinitely, but reserves the right to terminate the Plan or to amend it. Federal Signal Corporation also reserves the right to suspend contributions if it is determined that continuation of contributions is impossible or inadvisable. If the Plan is terminated, each participant will be entitled to receive the entire amount of his accrued benefit.

IDENTIFYING DATA

Under this heading the names and addresses of certain individuals who have various responsibilities with respect to this Plan are shown. Also, certain identification information with respect to the Plan itself is set out in case that information would be of use to you.

Employer:	Federal Signal Corporation 1333 Butterfield Rd, Suite 500, Downers Grove, IL 60515
Identification Number:	36-1063330
Plan Number:	003
Type of Administration:	The Plan is administered by the Benefits Administration Committee. Benefits Administration Committee Federal Signal Corporation 1333 Butterfield Rd, Suite 500, Downers Grove, IL 60515
Agent for Service of Process:	

In addition, service of legal process may be made upon the Plan Trustee .

Trustee(s):	Bank of America 231 South LaSalle Street Chicago, IL 60604
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