

**Baltimore-Washington Construction and Public Employees,
Laborers' District Council Defined Contribution Retirement Plan**

(Effective as of January 1, 2015)

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**Baltimore-Washington Construction and Public Employees,
Laborers' District Council Defined Contribution Retirement Plan**

The Laborers' International Union of North America Mid-Atlantic Region, acting for and on behalf of its affiliated district councils and local unions (collectively, the "Union") and laborers employed by the employers and the Construction Contractors Council--AGC Labor Division, Inc., ("CCC") (acting for and on behalf of its member employers, other employer associations and other individual employers of laborers), established this Defined Contribution Retirement Plan (the "Plan"), to be known as the "Baltimore-Washington Construction and Public Employees, Laborers' District Council Defined Contribution Retirement Plan" effective January 1, 2012. This Plan is hereby amended and restated effective January 1, 2015.

ARTICLE I – DEFINITIONS AND GENERAL PROVISIONS

1.1 **Definitions**. As used in this Plan, the following terms shall have the following meanings except as otherwise specifically provided herein or required by context. Any term defined in the Trust Agreement shall have the same meaning herein unless it is otherwise defined herein or context requires otherwise.

"**Account**" shall mean the Account established and maintained by the Trustee for each Participant or Beneficiary to which shall be allocated each Participant's interest in the Plan. A Participant's Account shall be comprised of the sub-accounts described herein.

"**Affiliate**" shall mean, with respect to an Employer, any other business entity that is treated as a single employer with such Employer under Sections 414(b), (c), (m) or (o) of the Code, whether or not such business entity has agreed to contribute to the Plan on behalf of its employees.

"**Beneficiary**" shall mean the person or persons designated under the Plan to receive benefits upon the death of a Participant. If a Participant fails to properly designate a Beneficiary or if the Beneficiary does not survive the Participant, the Participant shall be deemed to have designated the following (if living, in the case of an individual) as his Beneficiaries in the following order of priority: (a) his spouse; (b) his children (including adopted children), in equal shares; (c) his parents, in equal shares; and (d) his estate.

"**Board**" or "**Board of Trustees**" shall mean the Board of Trustees pursuant to the Trust Agreement.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time. References to any Section of the Code shall include any successor provision thereto and applicable regulations thereunder.

"**Collective Bargaining Agreement**" or "**CBA**" shall include: (a) the collective bargaining agreement(s) between CCC and the Union, or any of its affiliated district councils or local unions, which provides for the making of employer contributions to the Fund; (b) the collective bargaining agreements between individual employers of laborers or any other employer association and the Union, or any of its affiliated district councils or local unions, which provide

for the making of employer contributions to the Fund; and, (c) any extension or renewal of any of the said agreements, which provide for the making of employer contributions to the Fund.

“Committee” shall mean the person or persons appointed to administer the Plan, which shall be the Board of Trustees.

“Compensation” shall mean an Employee’s “compensation” (as defined in Section 414(s) of the Code) from an Employer. An Employee’s Compensation for a Plan Year shall not include any amount in excess of the dollar limit in effect under Section 401(a)(17) of the Code for such Plan Year.

“Construction Contractors Council” or “CCC” is defined in the Trust Agreement.

“Council” is defined in the Trust Agreement.

“Differential Pay” is defined in Section 20.13 (Veterans and Military Service).

“Eligibility Computation Period” for an Employee shall mean the 12 consecutive month period beginning on the date he first performs an Hour of Service for an Employer, provided, however, that if the Employee does not complete 1,000 Hours of Service during such 12 month period, his Eligibility Computation Period shall become the Plan Year, beginning with the Plan Year immediately following the Plan Year within which he first completed an Hour of Service.

“Eligibility Year of Service” shall mean an Eligibility Computation Period during which an Eligible Employee completes 1,000 or more Hours of Service. Except as otherwise specifically provided in a Participation Agreement, employees of any business acquired by an Employer (whether such acquisition is effected by a merger, acquisition of stock or purchase of assets) will not be entitled to have their service with the acquired business included for any purpose under the Plan.

“Eligible Employee” shall mean an Employee of an Employer or Union for whom contributions are required under the terms of a collective bargaining agreement or participation agreement. To the extent an Eligible Employee is employed by the Union or one of its affiliated district councils or local unions, such union or district council shall be considered an Employer.

“Employee” shall mean any person employed by an Employer or the Union. Leased Employees shall be considered to be Employees for purposes of the Plan but shall not be eligible to participate in the Plan. Individuals who are not classified as common law employees by an Employer shall not be eligible to participate in the Plan, even if such individuals are subsequently reclassified as common law employees by the Internal Revenue Service or any other entity for employment tax purposes.

“Employer” shall mean an employer required by a collective bargaining agreement or participation agreement to contribute to the Plan on behalf of its employees, including any successors thereto, and except for purposes of determining the eligibility of an Employee to participate in the Plan, shall include all other business entities that are treated as a single employer with such employer under Sections 414(b), (c), (m) or (o) of the Code, whether or not such business entities have agreed to contribute to the Plan on behalf of their employees.

“Employer Contributions” shall mean contributions required to be contributed by an Employer to the Plan on behalf of an Eligible Employee under the terms of a collective bargaining agreement or participation agreement. No amounts shall be credited to the account of an Eligible Employee until actually contributed to the Plan by the Employer.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time. References to any Section of ERISA shall include any successor provisions thereto and applicable regulations thereunder.

“Fiduciary” shall mean any person who is a fiduciary as defined in ERISA.

“Five Percent Owner” shall mean an individual who (i) owns (or is considered as owning within the meaning of Section 318 of the Code) more than 5% of the outstanding stock of an Employer or Affiliate or stock possessing more than 5% of the total combined voting power of all stock of an Employer or Affiliate, or (ii) owns more than 5% of the capital or profits interest in an Employer or an Affiliate (if such entity is not a corporation).

“Highly Compensated Employee” or “HCE” shall mean an Employee who (i) at any time during the current Plan Year or in the immediately preceding Plan Year was a Five-Percent Owner, or (ii) received compensation from an Employer during the immediately preceding Plan Year in excess of the compensation limit in effect under Section 414(q)(1)(B) of the Code. “Compensation” for this purpose shall mean any definition of compensation that satisfies the requirements of Section 414(q)(4) of the Code as determined by the Committee. Any former Employee who was a Highly Compensated Employee when he separated from service or was a Highly Compensated Employee at any time after attaining age 55 shall at all times thereafter be treated as a Highly Compensated Employee under the Plan.

“Hours of Service” shall be determined from records maintained by the Employers and shall include the following:

(a) Each hour for which an Employee is directly or indirectly paid, or entitled to payment, by the Employer for the performance of duties. Each such Hour of Service shall be credited to the computation period in which the duties were performed.

(b) Each hour for which back pay (irrespective of mitigation of damages) has either been awarded or agreed to by the Employer. Each such Hour of Service shall be credited to the computation period to which the agreement or award for back pay pertains rather than to the computation period in which the award, agreement or payment is made.

(c) Each hour for which an Employee is directly or indirectly paid, or entitled to payment, by the Employer for reasons other than for the performance of duties during a period of service with the Employer (such as vacation, holiday, sickness, disability, jury duty, compensated leave of absence or similar paid period), except that Hours of Service shall not include any hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers’ compensation, unemployment compensation or disability insurance laws.

(d) Each hour during which an Employee is not paid (i) while on an authorized leave of absence, (ii) while performing compulsory military service or (iii) due to his incurring a short-term disability, provided that such Employee promptly returns to active employment with the Employer upon the expiration of such authorized leave of absence, compulsory military service or period of short-term disability, as the case may be.

An Employee shall not be credited with an Hour of Service under more than one paragraph with respect to the same payment or the same hour. Hours of Service for periods

during which no duties are performed shall be computed and credited in accordance with the provisions of Labor Regulations Section 2530.200b-2.

“Investment Manager” shall mean any party that (i) is either (a) registered as an investment adviser under the Investment Advisers Act of 1940, (b) a bank (as defined in the Investment Advisers Act of 1940) or (c) an insurance company qualified to manage, acquire and dispose of Plan assets under the laws of more than one State, (ii) acknowledges in writing that it is a Fiduciary with respect to the Plan and (iii) is granted the power to manage, acquire or dispose of any assets of any Investment Fund pursuant to the provisions of this Plan.

“Leased Employee” shall mean any individual who performs services for an Employer in a capacity other than as a common-law employee if (i) the services are provided pursuant to one or more agreements between the Employer and one or more leasing organizations, (ii) the individual has performed services for the Employer on a substantially full-time basis for a period of at least one year, and (iii) such services are performed under the primary direction or control of the Employer. This paragraph shall be interpreted in accordance with the provisions of Section 414(n) of the Code and shall include only those persons who are required to be included under Section 414(n) of the Code.

“Limitations on Compensation” shall mean the limitations included in the definition of Compensation herein to implement the requirements of Section 401(a)(17) of the Code.

“Named Fiduciary” shall mean a “named fiduciary” as defined in Section 402(a)(2) of ERISA.

“Non-Highly Compensated Employee” or “NHCE” shall mean an Employee who is not a Highly Compensated Employee.

“Normal Retirement Age” shall mean age 65.

“Normal Retirement Date” shall mean the first day of the month coincident with or next following the date the Participant attains Normal Retirement Age.

“Participant” shall mean an Eligible Employee who has become a Participant in accordance with Article II hereof. Once an individual becomes a Participant, the individual shall be a Participant until he is no longer an Eligible Employee or no longer has an account balance in the Plan. Unless context requires otherwise, the term “Participant” shall include a Beneficiary who has an account balance in the Plan.

“Participation Agreement” shall mean an agreement (which may be a collective bargaining agreement) between an employer and the Union or one of its affiliated district councils or local unions or the Board of Trustees that requires the employer to contribute to the Plan on behalf of employees.

“Plan” shall mean this plan, the Baltimore-Washington Construction and Public Employees, Laborers’ District Council Defined Contribution Retirement Plan, as defined herein and as it may be amended from time to time.

“Plan Year” shall mean the calendar year.

“Rollover Contribution” shall mean an eligible rollover distribution as defined in Section 402(f)(2)(A) of the Code that is rolled over into this Plan.

“Sponsor” shall mean the Board of Trustees.

“Termination of Employment” shall mean a Participant’s termination of employment with an Employer, whether voluntary or involuntary, for any reason (including the Participant’s retirement, death or Total Disability). The term “Termination of Employment” shall not include a Participant’s transfer between Employers (including the Union) or Affiliates. In the event a Participant ceases to be an Employee as a result of a business transaction whereby he continues in a similar job with a successor employer, but due to such transaction is no longer an Eligible Employee, the Participant shall be deemed to have a “Termination of Employment.”

“Total Disability” shall mean a physical and/or mental incapacity that entitles a Participant to disability benefits under the long-term disability plan maintained by the Employer that employs the Participant at the time he suffers such incapacity or the Union. In the event the Employer does not maintain such a long-term disability plan, “Total Disability” shall mean a physical and/or mental incapacity that qualifies the Participant for disability benefits under the Social Security Act.

“Trust” shall mean the legal entity established by the Baltimore-Washington Construction and Public Employees, Laborers’ District Council Defined Contribution Retirement Plan Trust Fund Agreement and Declaration of Trust.

“Trust Agreement” shall mean the Baltimore-Washington Construction and Public Employees, Laborers’ District Council Defined Contribution Retirement Plan Trust Fund Agreement and Declaration of Trust, as it may be amended from time to time.

“Trustees” shall mean members of the Board of Trustees.

“Trust Fund” shall mean the total amount of contributions made to the Trust pursuant to the Plan plus any assets transferred to the Trust from other defined contribution plans, increased by profits, gains, income and recoveries received, and decreased by losses, depreciation, benefits paid and any expenses properly paid by the Trust. The Trust Fund shall include all assets acquired by investment and reinvestment that are held in the Trust by the Trustees.

“Union” shall mean the Laborers’ International Union of North America Mid-Atlantic Region. Where used herein, unless context requires otherwise, the term “Union” shall also include its affiliated district councils and local unions.

“Valuation Date” shall mean the last business day of each Plan Year; provided, however, that the Committee may establish additional Valuation Dates from time to time in its complete discretion.

ARTICLE II – PARTICIPATION

2.1 Entry Dates and Eligibility. Each Employee shall be eligible to participate in the Plan on the first date for which Employer Contributions are required in accordance with the applicable CBA or Participation Agreement.

2.2 Notification of Eligibility. The Employer shall notify each Eligible Employee of his initial eligibility to participate in the Plan and of the terms of the Plan.

2.3 Consent to the Plan. Each Participant shall conclusively be deemed for all purposes to have consented to this Plan, to any amendments to the Plan, and to all of the terms and conditions of the Plan, and shall be bound thereby with the same force and effect as if he had executed the Plan.

2.4 Reemployment. If a Participant ceases to be an Eligible Employee and is subsequently reemployed as an Eligible Employee, he shall become eligible to participate in the Plan as provided in Section 2.1.

2.5 Change of Status. During any period in which a Participant remains employed by an Employer but ceases to qualify as an Eligible Employee: (i) he shall not be eligible to share in Employer Contributions that relate to such period; and (ii) his Account shall continue to share in the earnings or losses of the Trust Fund.

ARTICLE III – VESTING

3.1 Vesting. A Participant shall be 100% vested in his Account.

ARTICLE IV – CONTRIBUTIONS

4.1 Employer Contributions.

(a) Eligibility for Employer Contributions. An Eligible Employee's Account shall be credited with Employer Contributions actually made by the Employer in accordance with the applicable Participation Agreement.

(b) Amount of Employer Contributions. Each Employer shall make Employer Contributions as provided in the applicable Participation Agreement.

4.2 Rollover Contributions. Any Eligible Employee may make a written request to the Committee to make a Rollover Contribution to the Plan. The Committee, applying uniform and nondiscriminatory standards, shall determine whether or not to permit a Rollover Contribution by or on behalf of an Eligible Employee. Any written request made pursuant to this Section shall set forth the amount of the requested Rollover Contribution, the nature of the property contained in the Rollover Contribution, a statement satisfactory to the Committee that such contribution constitutes a Rollover Contribution or such other information as the Committee may require. Any Rollover Contribution shall be maintained in a separate fully vested Rollover Account on behalf of the Employee.

ARTICLE V – LIMITATIONS ON CONTRIBUTIONS

5.1 Limitation on Annual Additions. The annual additions to a Participant's Account for any Plan Year (including annual additions to the accounts of other Plans sponsored by the Participant's Employer) shall not exceed the maximum annual addition that is allowed under Section 415 of the Code, which is hereby incorporated by reference. For purposes of applying the provisions of Section 415 of the Code, the limitation year is the Plan Year.

5.2 Application of Limitation. If it is determined during a Plan Year that the annual additions to a Participant's account would exceed the limitation in Section 415 of the Code, then Employer Contributions to the Plan will be reduced or discontinued to the extent necessary to comply with such limitation.

5.3 Application of Limitation in the Event of Participation in Other Defined Contribution Plans. In the event that any Participant in the Plan is a participant in any other defined contribution plan to which the Employer contributes, the total amount of the annual

additions to such Participant's accounts under all such plans shall not exceed the limitation under Section 415 of the Code.

5.4 Definition of Compensation. For purposes of applying the compensation limitation on annual additions under Section 415(c)(1)(B) of the Code, compensation shall be determined as follows:

(a) Compensation shall include the aggregate of all wages, salaries and other amounts paid for personal services actually rendered that are received by a Participant from the Employer during the Plan Year to the extent that such amounts are includible in his gross income or would be includible in gross income but for an election under Section 401(k), 403(b), 125, 132(f) or 457 of the Code. Compensation shall not otherwise include deferred compensation, stock options and other distributions that receive special tax benefits.

(b) The following amounts shall be included in compensation if paid by the later of 2½ months after the severance of employment of the Participant or the last day of the Plan Year in which the severance of employment occurs: regular compensation for services during or outside the Participant's regular working hours, commissions, bonuses or other similar payments if the payment would have been paid prior to severance from employment if the Participant had continued in employment with the Employer.

(c) Compensation shall include Differential Pay.

(d) Compensation shall not include compensation in excess of the dollar limit in effect under Section 401(a)(17) of the Code.

(e) Compensation shall be determined in accordance with Section 415(c)(3) of the Code.

ARTICLE VI – INVESTMENT OF CONTRIBUTIONS

6.1 Investment of Contributions. The Trust Fund shall be invested at the direction of the Trustees in accordance with the Trust Agreement. No Participant shall have the right to direct how his Account is invested.

ARTICLE VII – PARTICIPANTS' ACCOUNTS; RECORD KEEPING

7.1 Participants' Accounts. The Account of each Participant shall consist of the following sub-accounts (as appropriate):

- (a) Employer Contribution Account; and
- (b) Rollover Account.

In addition, the Committee may divide such sub-accounts into such additional sub-accounts as the Committee considers appropriate.

Each Account shall be adjusted to reflect allocable earnings, losses, withdrawals, and expenses of the Trust Fund. Such allocations shall be for accounting purposes only and shall not require a segregation of assets to each such Account.

7.2 Expenses of the Plan and Trust. Any expenses incurred in the maintenance and administration of the Plan and Trust that are not paid directly by an Employer, the Union or the

Council shall be paid from the Trust Fund to the extent and in the manner permitted by applicable law; provided however that the Trust Fund may reimburse any of the entities named above for such an expense to the extent that such expense could have been paid by the Trust Fund and such entity's payment of such expense is conditioned on reimbursement by the Trust Fund.

7.3 Valuation. The Trust Fund shall be valued by the Board of Trustees at its fair market value as of each Valuation Date. The Board shall maintain such records so that as of each Valuation Date, the Accounts of each Participant within the Trust Fund shall, in an equitable manner, appropriately reflect income collected and accrued, realized and unrealized profits and losses, contributions due to the Trust, distributions payable by the Trust, expenses payable by the Trust, and all other transactions during the applicable period. All such charges shall be allocated among the Accounts of Participants in an equitable manner based upon the source and nature of such charges.

7.4 Statements to Participants. With reasonable promptness after the close of each Plan Year, and at such other times as the Committee may determine or as required by law, each Participant shall be provided with a statement showing the balance in his Account (and subaccounts) and such other information as the Committee, in its sole discretion, may deem necessary. The statement furnished to each Participant shall be deemed to have been accepted as correct unless the Participant provides written notice to the contrary and such notice is received by the Committee within 60 days after the distribution of such statement to the Participant.

7.5 Records Conclusive. Subject to Section 7.4 relating to statements to Participants, the records of the Board of Trustees and the Employers shall be conclusive with respect to all matters involving the administration of the Plan.

ARTICLE VIII – DISTRIBUTION UPON TERMINATION OF EMPLOYMENT

8.1 Timing of Benefit Payments to Participants.

(a) In General. Except as otherwise provided in this Article, the total value of a Participant's Account shall be distributed to the Participant or Beneficiary as soon as administratively feasible after the Participant's Termination of Employment, Total Disability or death (collectively, "payment events"). If the Participant has a Termination of Employment but continues in employment (or is reemployed) in the same industry and the same trade or craft in which the Participant was employed while covered under the Plan, and such new employment is in the geographic area covered by the Plan, then the Participant shall not have a payment event (or, in the case of reemployment, shall not thereafter be treated as having a payment event) until the Participant dies, becomes Totally Disabled, or has a Termination of Employment from such new employment. If the value of the Participant's Account on the payment event (other than death), excluding his Rollover Account, exceeds \$5,000, distribution to the Participant shall not be made before Normal Retirement Date without the Participant's consent.

(b) Account Balance in Excess of \$5,000. If, upon a Participant's payment event prior to Normal Retirement Date, the balance in his Account excluding his Rollover Account exceeds \$5,000, and the Participant does not request a distribution of his Account balance, then his Account shall be retained in the Plan and shall be paid to him as soon as administratively feasible on or after his Normal Retirement Date, or his beneficiary upon his death, if earlier. However, a Participant who has incurred a payment event may elect to receive

payment of his Account prior to Normal Retirement Date, provided that the Participant elects to receive a distribution of the total amount in his Account. During any period in which a Participant's Account remains in the Plan following his payment event, the Participant's Account shall continue to be credited with investment earnings and losses as provided for in Section 7.3.

8.2 Form of Benefit Payments. Benefits under the Plan shall be paid in a single lump sum.

8.3 Effect of Distribution. The distributions provided for in this Article are in full discharge of all obligations under the Plan with respect to the Participant. If a Participant is rehired by an Employer before the date of a distribution provided for by this Article, the distribution shall not be made.

ARTICLE IX – WITHDRAWALS BEFORE TERMINATION OF EMPLOYMENT

9.1 Withdrawals from Rollover Account. A Participant may withdraw all or any portion of the balance in his Rollover Account at any time.

9.2 Withdrawals After Age 59½. A Participant who is employed by an Employer may withdraw all or any portion of the balance in his Account at any time on or after attaining age 59½.

9.3 Hardship Withdrawals. Before attaining age 59½, a Participant who is employed by an Employer may withdraw an amount from his Account if he demonstrates to the satisfaction of the Committee that such withdrawal is necessary in light of an immediate and heavy financial need (a "financial hardship"), that the amount requested to be withdrawn does not exceed the amount required to meet the financial need created by the hardship (including applicable federal, state, or local income taxes and penalties associated with the distribution), and that such an amount is not reasonably available from the other resources of the Participant. No such hardship withdrawal shall be permitted for an amount less than \$1,000. For purposes of determining whether a hardship withdrawal is permitted, the following financial needs shall create a financial hardship.

(a) Uninsured medical expenses incurred by the Participant, his spouse or any of his dependents.

(b) Costs directly related to the purchase of a principal residence for the Participant (excluding mortgage payments).

(c) The payment of tuition and room and board for the next 12 months of post-secondary education for the Participant, his spouse, children or dependents.

(d) Payments necessary to prevent the eviction of the Participant from his principal residence or the foreclosure on the mortgage on the Participant's principal residence.

(e) Payments for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents.

(f) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Section 165 of the Code (determined without regard to whether the loss exceeds 10% of adjusted gross income)

(g) Unreimbursable medical expense for non-dependent family member.

9.4 General Rules Regarding Withdrawals.

(a) Procedure for Requesting Withdrawals. All requests for withdrawals shall be made at such time and in such manner as prescribed by the Committee.

(b) Valuation of Accounts. For purposes of this Article, the Accounts of a Participant shall be valued as of the Valuation Date coincident with or immediately preceding the withdrawal.

(c) Timing and Form of Withdrawal. Withdrawals shall be distributed in a lump sum as soon as practicable after the receipt and completion of processing of a proper application by the Committee or its delegate.

(d) Limits on Number of Withdrawals. No more than four withdrawals under this Article may be made by a Participant in any Plan Year.

ARTICLE X – OTHER RULES RELATING TO DISTRIBUTIONS

10.1 Beneficiaries.

(a) Designation of Beneficiaries. Each Participant may designate, upon such forms as shall be provided for such purpose by the Committee, a Beneficiary or Beneficiaries to receive his interest in the Plan in the event of his death. A Participant may change his Beneficiary by providing a new Beneficiary designation to the Committee. A Beneficiary designation shall be effective at the time that a properly executed designation is received by the Committee. The last effective designation received by the Committee shall supersede all prior designations. A designation of a Beneficiary shall be effective only if the designated Beneficiary survives the Participant.

(b) Spousal Consent Requirements. In the case of a Participant who is married on the date of death, a designation of a Beneficiary other than the Participant's spouse shall be effective only if the Participant's spouse has waived the right to be the Participant's Beneficiary, consented to the designation of another Beneficiary and acknowledged the effect of the waiver. The spouse's consent must be in writing and witnessed by a notary public or Plan representative (provided, however, that the Committee may, but shall not be obligated to, appoint a Plan representative for this purpose). If the spouse consents to the designation of a Beneficiary, the Participant may change the Beneficiary without spousal consent only if the original spousal consent provides for such a change.

(c) Beneficiaries' Rights. Whenever the rights of a Participant are stated or limited in a Plan, his Beneficiaries shall be bound thereby.

10.2 Distribution on Plan Termination. The total value of a Participant's Account shall be distributed to the Participant or his Beneficiary as soon as administratively feasible after the termination of the Plan.

10.3 Timing of Distributions. As required under Section 401(a)(14) of the Code, unless the Participant elects otherwise the value of a Participant's Account shall be distributed to the Participant not later than the 60th day after the latest of the close of the Plan Year in which (a) the Participant attains age 65, (b) occurs the 10th anniversary of the date the Participant commenced participation in the Plan, or (c) the Participant incurs a Termination of Employment.

This provision shall not supersede any other provision of the Plan calling for an earlier distribution.

10.4 Rules Regarding Mandatory Distributions.

(a) In General. The provisions of this Section have been included in the Plan solely to reflect certain minimum distribution requirements of the Code. To the extent that other provisions of the Plan provide for a more rapid mandatory distribution of a Participant's Account, either to the Participant or to the Participant's Beneficiary, such other provisions shall apply.

(b) Minimum Required Distributions. Notwithstanding any other provision of the Plan to the contrary, distributions from the Plan shall be made in accordance with the requirements of Section 401(a)(9) of the Code and the regulations issued thereunder, including the incidental death benefit requirements of Code Section 401(a)(9)(G). In this regard the following provisions shall apply to the extent consistent with Code Section 401(a)(9).

(i) In no event may the distribution of a Participant's Account begin later than April 1 of the calendar year following the calendar year in which the Participant (i) attains age 70½ or (ii) retires from employment with his Employer and all Employers under the Plan. Notwithstanding the foregoing, in the case of a Participant who is a Five-Percent Owner, the distribution of the Participant's Account must begin no later than April 1 of the calendar year following the calendar year in which the Participant attains age 70½ (collectively, the "Required Beginning Date").

(ii) If a Participant dies before his Required Beginning Date, the Participant's Account will be distributed in accordance with the following provisions:

(A) If the Participant's Beneficiary is the Participant's surviving spouse, then the Participant's Account balance will be distributed to the surviving spouse no later than the later of (I) December 31 of the calendar year immediately following the calendar year in which the Participant died or (II) December 31 of the calendar year in which the Participant would have attained age 70½.

(B) If the Participant's Beneficiary is not the Participant's surviving spouse, then the Participant's Account balance will be distributed to the Participant's Beneficiary no later than December 31 of the calendar year in which occurs the fifth anniversary of the Participant's death.

10.5 Eligible Rollover Distributions.

(a) In General. A Distributee may elect, at the time and in the manner prescribed by the Committee, to have all or any portion of an Eligible Rollover Distribution paid in a Direct Rollover to an Eligible Retirement Plan specified by the Distributee. In the event the Distributee of an Eligible Rollover Distribution makes no election (following proper notice and the appropriate time to make such election) with respect to whether or not to have a Direct Rollover, the following rules shall apply: (1) if the Participant's Account Balance is less than \$1,000 or more than \$5,000, the distribution shall be paid to the Distributee in cash; and (2) if the Participant's Account balance is at least \$1,000 but not more than \$5,000, the distribution will be paid in a Direct Rollover to an IRA selected by the Committee for the benefit of the Distributee.

(b) Definitions.

(i) **“Eligible Rollover Distribution”** shall mean any distribution of all or any portion of the balance to the credit of a Distributee under the Plan, except that the term “Eligible Rollover Distribution” shall not include (A) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and his designated beneficiary, (B) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for a specified period of 10 years or more, (C) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code, (D) the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), or (E) any amount that is distributed on account of hardship. Notwithstanding clause (D) above, a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of After-Tax Contributions that are not includable in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified plan described in Sections 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution that is includable in gross income and the portion of such distribution that is not so includable.

(ii) **“Eligible Retirement Plan”** shall mean (A) an individual retirement plan described in Section 408(a) of the Code (including a Roth IRA described in Section 408A of the Code), (B) an individual retirement annuity described in Section 408(b) of the Code (other than an endowment contract), (C) an annuity plan described in Section 403(a) of the Code, (D) an eligible deferred compensation plan described in Section 457(b) of the Code that is maintained by an eligible employer described in Section 457(e)(1)(A) of the Code, (E) an annuity contract described in Section 403(b) of the Code, or (F) a qualified trust described in Section 401(a) of the Code that accepts the Distributee’s Eligible Rollover Distribution.

(iii) **“Distributee”** shall mean a Participant, the surviving spouse of a Participant, or the spouse or former spouse of a Participant who is an alternate payee under a qualified domestic relations order as defined under Code Section 414(p).

(iv) **“Direct Rollover”** shall mean a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(c) **Direct Trustee-to-Trustee Transfer by Non-Spouse Beneficiaries.** A non-spouse Beneficiary may elect to have any portion of a distribution from the Plan paid directly to an “Individual Retirement Plan” specified by the non-spouse Beneficiary in a direct trustee-to-trustee transfer. For this purpose, the term “Individual Retirement Plan” shall mean an individual retirement account described in Section 408(a) of the Code or an individual retirement annuity described in Section 408(b) of the Code (other than an endowment contract) that is established for the purpose of receiving the distribution on behalf of an individual who is designated as a Beneficiary and who is not the surviving spouse of the Participant.

ARTICLE XI – NONDISCRIMINATION RULES

11.1 Compliance With Nondiscrimination Rules. Reserved.

ARTICLE XII – LOANS TO PARTICIPANTS

12.1 Availability of Loans. Participant loans shall not be available.

ARTICLE XIII – BENEFIT CLAIMS PROCEDURE

13.1 Claims for Benefits. Any claim for benefits under the Plan shall be made in writing to the Committee. Claims for additional benefits shall be submitted within two years of (1) the date on which payment of benefits under the Plan was made, or (2) the date on which the action complained or grieved of occurred. The Committee may adopt forms for the submission of claims for benefits in which case all claims for benefits shall be filed on such forms. The term “Committee” as used in this Article shall include any person or committee that has been delegated the authority described herein by the Committee. If such a claim for benefits is wholly or partially denied, the Committee shall notify the claimant of the denial of the claim within a reasonable period of time (not to exceed 90 days) after its receipt of the claim; provided, however, that in the event that special circumstances require an extension of the time for processing the claim, the Committee may extend such 90-day period for up to an additional 90 days if, prior to the expiration of the initial 90-day period, the Committee sends written notice to the claimant indicating the special circumstances requiring an extension of time and the date by which the Committee expects to render a final decision on the claim. Any notice of denial by the Committee shall (a) be in writing, (b) be written in a manner calculated to be understood by the claimant, and (c) contain (i) the specific reason or reasons for the denial of the claim, (ii) a specific reference to the pertinent Plan provisions upon which the denial is based, (iii) a description of any additional material or information necessary to perfect the claim, along with an explanation of why such material or information is necessary, and (iv) an explanation of the claim review procedure as set forth in this Article.

13.2 Request for Review of Denial. Within 60 days after the receipt by a claimant of a written notice of the denial of a claim, the claimant may file a written request with the Committee that it conduct a full and fair review of the denial of the claim for benefits. The claimant shall have the right to review pertinent documents and to submit comments in writing to the Committee.

13.3 Decision on Review of Denial. The Committee shall deliver to the claimant a written decision on the claim within 60 days after the receipt of the aforesaid request for review, except that if there are special circumstances (such as the need to hold a hearing, if necessary) that require an extension of time for processing, the 60-day period shall be extended to 120 days, but the decision shall be rendered as soon as possible within the extension period and written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. Any such decision by the Committee shall (a) be written in a manner calculated to be understood by the claimant, (b) include the specific reason or reasons for the decision, and (c) contain a specific reference for the pertinent provisions of the Plan on which the decision is based. No action at law or equity may be brought without submission of a claim in accordance with the provisions of this Article. No action at law or in equity to recover benefits under the plan shall be commenced later than one year from the date a decision on review is furnished to the claimant.

ARTICLE XIV – FIDUCIARY RESPONSIBILITIES

14.1 Basic Responsibilities. Each Fiduciary under the Plan, whether specifically designated or not, shall:

(a) discharge its duties with respect to the Plan solely in the interest of the Participants and their Beneficiaries, and for the exclusive purpose of providing benefits to the Participants and their Beneficiaries and, for defraying reasonable expenses of administering the Plan and the Trust;

(b) discharge its responsibilities with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and

(c) conform with the provisions of the Plan to the extent not inconsistent with ERISA.

No person who is ineligible by law shall be permitted to serve as a Fiduciary.

14.2 Actions of Fiduciaries. Any Fiduciary under the Plan may:

(a) serve in more than one Fiduciary capacity with respect to the Plan;

(b) employ one or more persons to render advice with regard to, or to carry out, any responsibility that such Fiduciary has under the Plan; and

(c) rely upon any direction, information or action of any other Fiduciary, acting within the scope of its responsibilities under the Plan, as being proper under the Plan.

14.3 Authority and Liability. No Fiduciary shall be personally liable for any losses resulting from its actions except as provided by law. Each Fiduciary shall have only the authority and duties that are specifically allocated to it, shall be responsible for the proper exercise of its own authority and duties, and shall not be responsible for any act or failure to act of any other person except as otherwise provided in this Article.

14.4 Liability for Act or Omission of Another Person. No Fiduciary under the Plan shall be liable for an act or omission of another person in carrying out any fiduciary responsibility where such fiduciary responsibility is allocated to such other person by the Plan or pursuant to a procedure established in the Plan except to the extent that:

(a) such Fiduciary participated knowingly in, or knowingly undertook to conceal, an act or omission of such other person, knowing such act or omission to be a breach of fiduciary responsibility,

(b) such Fiduciary, by his failure to comply with Section 404(a)(1) of ERISA in the administration of his specific responsibilities that give rise to his status as a Fiduciary, has enabled such other person to commit a breach of fiduciary responsibility,

(c) such Fiduciary has knowledge of a breach of fiduciary responsibility by such other person, unless he makes reasonable efforts under the circumstances to remedy the breach, or

(d) such Fiduciary is a Named Fiduciary and has violated his duties under Section 404(a)(1) of ERISA.

14.5 Compliance with ERISA. Notwithstanding any contrary provision of the Plan, no provision of the Plan shall be construed so as to violate the requirements of Section 404, 405, 406 or 407 of ERISA.

ARTICLE XV – NAMED FIDUCIARIES AND ALLOCATION OF RESPONSIBILITIES

15.1 Named Fiduciaries. The following persons shall be Named Fiduciaries under the Plan and the Trust Agreement, and shall be the only Named Fiduciaries thereunder:

(a) Named Fiduciaries with Respect to Control or Management of Assets.

(i) The Board of Trustees. The Trustees shall have exclusive custody of the assets comprising the Trust Fund, shall receive all contributions to the Trust Fund, shall make payments from the Trust Fund as appropriate, shall keep all records and render all accountings with respect to the administration of the Trust Fund and shall have exclusive authority and discretion to manage and control the Trust Fund, all as provided in the Trust Agreement, and shall have no responsibilities other than those provided in the Trust Agreement and the Plan.

(ii) Investment Managers. If the Committee appoints one or more Investment Managers to direct the investment and reinvestment of the Trust Fund or any part thereof, such Investment Manager(s) shall have exclusive authority and discretion to manage the investment and reinvestment of the Trust Fund or such part thereof but shall have no other responsibilities for the management or control of the Trust Fund.

(b) Named Fiduciary with Respect to the Plan. The Committee shall be the “administrator” of the Plan within the meaning of Section 3(16)(A) of ERISA.

15.2 Allocation of Responsibilities Among Named Fiduciaries.

(a) The Board of Trustees and the Investment Managers. The Trustees and any Investment Managers shall have the responsibilities allocated to them respectively as provided in this Article.

(b) The Plan Administrator. The Committee shall be responsible for the interpretation of the Plan, and any interpretation by the Committee shall be binding on all parties. The Committee shall have the responsibility and authority to control the operation and administration of the Plan in accordance with the terms of the Plan and the Trust Agreement, including without limitation:

(i) all functions assigned to the Committee under the terms of the Trust Agreement;

(ii) all functions assigned to the Committee under the terms of the Plan;

(iii) the determination of benefit eligibility;

(iv) the hiring of persons to provide necessary services to the Plan;

(v) the preparation and filing of all reports required to be filed by or on behalf of the Plan with any governmental agency;

(vi) compliance with all disclosure requirements imposed by ERISA or any other Federal or state law; and

(vii) the maintenance of all records of the Plan.

15.3 No Joint Fiduciary Responsibilities. This Article is intended to allocate to each Named Fiduciary the individual responsibility for the prudent execution of the functions assigned to such Named Fiduciary, and none of such responsibilities or any other responsibility shall be shared by two or more of the Named Fiduciaries unless such sharing is provided by a specific provision of the Plan or the Trust Agreement. Whenever a Named Fiduciary is required by the Plan or the Trust Agreement to follow the directions of another Named Fiduciary, the two Named Fiduciaries shall not be deemed to have been assigned a shared responsibility, but the responsibility of the Named Fiduciary giving the directions shall be deemed the sole responsibility of such Named Fiduciary, and the responsibility of the Named Fiduciary receiving those directions shall be to follow them insofar as those directions are on their face proper under applicable law.

15.4 Adviser to Named Fiduciary. A Named Fiduciary may employ one or more persons to render advice concerning any responsibility such Named Fiduciary has under the Plan or the Trust Agreement.

ARTICLE XVI – PLAN COMMITTEE

16.1 Composition of the Committee. The Board of Trustees shall be the Committee.

16.2 Appointment of Assistants and Representatives. The Committee may appoint such assistants or representatives as it deems necessary for the effective exercise of its duties in administering the Plan. The Committee may delegate to such assistants and representatives any powers and duties, both ministerial and discretionary, as it deems expedient or appropriate.

16.3 Allocation and Delegation of Committee Responsibilities. The Committee, upon the approval of a majority of the members of the Committee, may either (i) allocate among any of the members of the Committee any of the responsibilities of the Committee under the Plan or (ii) designate any person, firm or corporation that is not a member of the Committee to carry out any of the responsibilities of the Committee under the Plan.

16.4 Records and Reports. The Committee may appoint such assistants or agents as it deems appropriate in order to comply with the requirements of ERISA relating to records of the Participants' service, Account balances, notification to the Participants and reports to the Internal Revenue Service and the Department of Labor.

16.5 Actions of the Committee. The procedures of the Committee shall be determined in accordance with the Trust Agreement.

16.6 Administrative Powers of the Committee. The Committee may from time to time establish rules for the administration of the Plan. Except as otherwise expressly provided herein, the Committee shall have the exclusive right and the discretionary authority to interpret the Plan (including, but not limited to, the power to interpret any ambiguity in the Plan) and to decide any matters arising hereunder in the administration and operation of the Plan, and any interpretation or decision so made shall be conclusive and binding on all persons having an interest in the Plan unless it can be shown that such interpretation or decision was arbitrary and capricious. Benefits

under this Plan shall be paid only if the Committee decides, in its discretion, that the applicant is entitled to them. All such interpretations and decisions by the Committee shall be applied in a uniform manner to all Participants similarly situated.

16.7 Agent for Service of Process. The Committee shall be the Plan's designated agent for service of legal process.

16.8 Reliance on Reports and Certificates. The Committee shall be entitled to rely conclusively upon all tables, valuations, certificates, opinions and reports that are furnished by any actuary, accountant, controller, counsel or other person who is employed or engaged for such purposes.

16.9 Payment of Fees and Expenses. The Committee and its assistants and representatives shall be entitled to payment for all reasonable costs, charges and expenses incurred in the administration of the Plan, including, but not limited to, reasonable fees for accounting, legal and other services rendered, to the extent incurred by the members of the Committee or its assistants and representatives in the course of the performance of their duties under the Plan.

ARTICLE XVII – AMENDMENT OF THE PLAN

17.1 Right to Amend the Plan.

(a) Right to Amend the Plan. The Board of Trustees reserves the right to amend the Plan in whole or in part at any time and from time to time.

(b) Protected Benefits. No amendment to the Plan Provisions shall reduce the accrued benefit or Account of a Participant or reduce or eliminate any benefit protected under Section 411(d)(6) of the Code except to the extent permitted by law.

(c) The Board of Trustees is expressly authorized to make any and all amendments, with or without retroactive effect, necessary to maintain the qualified status of the Plan under the Code or to comply with ERISA or any other rules or regulations of any Government agency.

ARTICLE XVIII – TERMINATION OF THE PLAN

18.1 Right to Terminate. The Sponsor expects the Plan to be permanent and to continue indefinitely. However, because future conditions and circumstances cannot be anticipated or foreseen, the Sponsor must necessarily and does hereby reserve the right to terminate the Plan at any time.

ARTICLE XIX – SUCCESSORS

19.1 Successors. In the event of the dissolution, merger, consolidation or reorganization of CCC or of any Employer or of the Union, provision may be made that the Plan and the Trust will be continued by the successor(s), and in that event such successor shall be substituted for the original organization. The successor shall have all the powers, duties and responsibilities of the original organization under the Plan.

19.2 Merger, Consolidation or Transfer. The Plan may not be merged or consolidated with, nor may its assets or liabilities be transferred to, any other plan unless each Participant would receive a benefit immediately after the merger, consolidation or transfer (if such other plan then terminated) that is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer (if this Plan had then terminated).

ARTICLE XX – GENERAL PROVISIONS

20.1 Employment Rights. Neither the provisions of this Plan nor the participation of an Eligible Employee in this Plan shall be deemed (i) to give to any Employee the right to be retained in the employ of an Employer, (ii) to affect the right of an Employer to discipline or discharge any Employee at any time, (iii) to give an Employer the right to require any Employee to remain in its employ, or (iv) to affect any Employee's right to terminate his employment at any time.

20.2 Rights to Trust Assets. No Participant or Beneficiary shall have any rights to, or interest in, any assets of the Trust Fund upon the Participant's Termination of Employment or otherwise except as provided under the Plan, and then only to the extent of the benefits payable under the Plan to the Participant or Beneficiary out of the assets of the Trust Fund. All payments of benefits under the Plan shall be made solely out of the assets of the Trust Fund, and no Employer or Fiduciary shall be liable therefore in any manner.

20.3 Nonalienation of Benefits. The right of any Participant or Beneficiary to any benefit or payment under the Plan or the Trust shall not be subject to voluntary or involuntary transfer, alienation or assignment and, to the fullest extent permitted by law, shall not be subject to attachment, execution, garnishment, sequestration or other legal or equitable process. In the event a Participant or Beneficiary who is receiving or is entitled to receive benefits under the Plan attempts to assign, transfer or dispose of such right, or if an attempt is made to subject said right to such process, such assignment, transfer or disposition shall be null and void. Notwithstanding the above, a Participant's benefits under this Plan may be offset by any amount the Participant is ordered or required to pay to the Plan in connection with a judgment or conviction for a crime, civil judgment or settlement agreement described in Section 401(a)(13)(C) of the Code.

20.4 Qualified Domestic Relations Orders. Notwithstanding Section 20.3 benefits shall be payable to an individual other than a Participant in accordance with the applicable requirements of a domestic relations order that satisfies the requirements of Section 414(p) of the Code and Section 206(d)(3) of ERISA (a "Qualified Domestic Relations Order" or "QDRO").

The Committee shall establish a set of reasonable and nondiscriminatory procedures to determine the qualified status of domestic relations orders and to administer distributions under QDROs in accordance with the provisions of Section 414(p) of the Code and Section 206(d)(3) of ERISA.

Unless contrary to the terms of the applicable QDRO, the Committee shall make a single cash distribution from the Plan to each alternate payee under a QDRO as soon as practical after the processing of such QDRO, even if such distributions are made prior to the "earliest retirement age" (as defined in Section 206(d)(3)(E)(ii) of ERISA and Section 414(p)(4)(B) of the Code) of the applicable Participant. A domestic relations order will not be treated as failing to be

a QDRO merely because, pursuant to Section 206(d)(3)(E)(i)(II) of ERISA and Section 414(p)(4)(A)(ii) of the Code, it requires that benefit payments be made to the alternate payee as if the Participant had retired on the date on which such payment is to begin under such QDRO.

Except to the extent otherwise expressly provided in a QDRO or in a beneficiary designation executed after a divorce, any death benefits under this Plan shall be paid only to those designated Beneficiaries who would have been entitled to distributions under the Beneficiary designation in effect at the time of the Participant's death if the divorced spouse failed to survive the Participant.

20.5 Non-Diversion of Contributions. All contributions made to the Trust Fund and all property and funds of the Trust Fund, including income from investments and from all other sources, shall be retained for the exclusive benefit of the Participants and their Beneficiaries and shall be used for the exclusive purpose of providing benefits to the Participants and their Beneficiaries and for defraying reasonable expenses of administering the Plan and the Trust.

20.6 Use of Masculine and Feminine; Singular and Plural. Whenever words are used herein in the masculine gender they shall be construed as though they were also used in the feminine gender in all cases where they would so apply, and whenever words are used herein in the singular form they shall be construed as though they were also used in the plural form in all cases where they would so apply.

20.7 Evidence of Survival. If the Board of Trustees is unable to make payment to a Participant within five years after his Account becomes payable to him because his identity or whereabouts cannot be ascertained, the Board may, at its discretion, direct that such Participant's Account be paid: to the Participant's Beneficiary if found and living at such time; or if such Beneficiary cannot be found or is not living at such time, to the legal spouse of the Participant if found and living at such time; or if such legal spouse cannot be found or is not living at such time, in equal shares to such of the children of the Participant who can be found and are living at such time; or if none of such children can be found or none are living at such time, to such other relative or relatives of the Participant as the Board may deem proper.

20.8 Payments to Minors and Incompetents. If a Participant or Beneficiary entitled to receive any benefits under the Plan is a minor or is deemed by the Board of Trustees to be, or is adjudged to be, legally incapable of giving valid receipt and discharge for such benefits, such benefits shall be paid to such natural or legal guardian or legal representative, acting on behalf of such Participant or Beneficiary, as the Board may designate. Such payment, to the extent made, shall be deemed a complete discharge of any liability for such payment under the Plan.

20.9 Mistake of Fact. In the event that all or any portion of a contribution made to the Trust is based upon a mistake of fact, the component of the contribution attributable to the mistake of fact shall be returned to the applicable Employer as promptly as practical, but in no event later than one year after the payment of the contribution.

20.10 Deduction of Contributions. The Employers shall make all contributions set forth within this Plan to the extent that such contributions are deductible under Section 404 of the Code. Notwithstanding any other provision of the Plan, to the extent that any such contributions are determined not to be deductible under Section 404 of the Code, then, within one year from the final determination of such nondeductibility, the Plan may direct the Trustee to return such nondeductible contributions from the Trust Fund to the Employer that made such contributions.

20.11 Interpretation of the Plan. It is the intention of the Sponsor that the Plan shall comply with the provisions of Section 401 of the Code, the requirements of ERISA and the corresponding provisions of any subsequent laws, and the provisions of the Plan shall be construed to effectuate such intention.

20.12 Governing Law. The provisions of the Plan shall be construed, regulated, interpreted and administered under and in accordance with the laws of the District of Columbia (except its laws regarding choice of law) to the extent not pre-empted by ERISA.

20.13 Veterans and Military Service.

(a) USERRA. Notwithstanding any other provision of the Plan to the contrary, the Plan shall be administered in such a manner so as to comply with the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 and any other federal laws governing the reemployment of veterans. In this regard, notwithstanding any other provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the provisions of Section 414(u) of the Code.

(b) HEART Act. This subsection (b) applies to Participants who are absent from active employment on account of Military Service and who receive Differential Pay while on Military Service. "Military Service" shall mean service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). "Differential Pay" shall include any differential wage payments described in Section 3401(h)(2) of the Code that (i) are made by an employer to an individual with respect to any period of Military Service while on active duty for a period of more than 30 days, and that (ii) represent all or a portion of the wages the individual would have received from the employer if the individual were performing service for the employer.

(i) An individual receiving Differential Pay shall, for purposes of the Plan, be considered an employee of the employer that pays such Differential Pay. Such individual shall be entitled to make such contributions as would be permitted by the Plan if he were an employee, and shall receive such Employer Contributions as would be made if he were an employee. Differential Pay shall be treated as compensation paid to an employee.

(ii) An individual who receives Differential Pay is deemed to have a Termination of Employment for purposes of receiving distributions. If the individual has a deemed Termination of Employment but not an actual Termination of Employment, and the individual receives a distribution as a result of the deemed Termination of Employment, then the individual shall not be permitted to make employee contributions (if otherwise permitted by the Plan, whether pre-tax or after-tax) for 6 months following such distribution. If the individual has both a deemed Termination of Employment and an actual Termination of Employment, and receives a distribution as a result of such Termination of Employment, then such individual shall not be permitted to make employee contributions (if otherwise permitted by the Plan, whether pre-tax or after-tax) from such individual's Differential Pay for 6 months following such distribution.

ARTICLE XXI – [RESERVED]

ARTICLE XXII – TOP-HEAVY CONTINGENCY PROVISIONS

22.1 Application. The provisions of this Article are included in the Plan to implement the requirements of Section 416 of the Code and shall become applicable only if the Plan becomes a Top-Heavy Plan (as defined below) under Section 416(g) of the Code for any Plan Year.

22.2 Determination of Top-Heavy Status of Plan. The determination as to whether the Plan has become a Top-Heavy Plan for any Plan Year shall be made as of the last day of the immediately preceding Plan Year (the “Determination Date”), and the Plan shall be a “Top-Heavy Plan” only if the value of the aggregate Account balances under the Plan for Key Employees exceeds 60% of the value of the aggregate Account balances under the Plan for all Eligible Employees and former Eligible Employees. For this purpose, the aggregate Account balances under the Plan shall be computed and adjusted pursuant to Section 416(g) of the Code.

As used herein, the term “Key Employee” means any Employee or former Employee (including any deceased Employee) who meets the criteria under Section 416(i)(1) of the Code. The term “Key Employee” shall include an Employee or former Employee who, at any time during the Plan Year that includes the Determination Date, was:

- (a) an officer of an Employer having annual compensation greater than \$160,000, as adjusted from time to time for increases in the cost of living under Section 416(i)(1) of the Code;
- (b) a Five-Percent Owner; or
- (c) a “one-percent owner” (as defined in Section 416(i)(1)(B)(ii) of the Code) of an Employer having annual compensation of more than \$150,000.

For purposes of clauses (a) and (c) above, the term “annual compensation” means compensation (including earned income) within the meaning of Section 415(c)(3) of the Code. For purposes of clause (a) above, no more than 50 Employees (or, if lesser, the greater of three Employees or 10% of all Employees) shall be treated as officers of any Employer.

The term “Key Employee” shall also include the Beneficiary of a deceased Employee or former Employee, provided such Employee or former Employee qualified as a Key Employee in accordance with the provisions of clause (a), (b), or (c) above. In the event a Beneficiary of an Employee or former Employee qualifies as a Key Employee, any inherited benefits shall retain the character of the benefits of such Employee or former Employee.

The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

The term “Non-Key Employee” shall mean any Employee or former Employee who is not currently a Key Employee. The term “Non-Key Employee” shall include former Key Employees, but such former Key Employees shall be excluded entirely from the calculations to determine whether the Plan is a Top-Heavy Plan.

22.3 Consideration of Multiple Plans in Determining Top-Heavy Status of Plan. All plans of the Employers and their Affiliates that are included in a Required Aggregation Group or in a Permissive Aggregation Group (both as defined below) with this Plan shall be considered

together in determining whether this Plan is a Top-Heavy Plan. Each such plan that is required to be included in an aggregation group (whether required or permissive) shall be treated as a Top-Heavy Plan if such group is a Top-Heavy Group (as defined below). For this purpose, a “Required Aggregation Group” shall mean (i) each plan of an Employer in which a Key Employee is a participant plus (ii) each other plan of an Employer that is required to exist in order for the plans contained in clause (i), above, to meet the nondiscrimination requirements of Section 401(a)(4) or 410 of the Code. A “Permissive Aggregation Group” shall mean (i) a Required Aggregation Group plus (ii) any other plan or plans of an Employer that are not part of a Required Aggregation Group but that the Employer elects to treat as being part of the Required Aggregation Group and that satisfy Sections 401(a)(4) and 410(b) of the Code when considered together with the Required Aggregation Group.

An aggregation group (either permissive or required) shall be a “Top-Heavy Group” only if the sum of (i) the present value of the cumulative accrued benefits for Key Employees under all defined benefit plans included in such group and (ii) the total of the accounts balances for Key Employees under all defined contribution plans included in such group exceeds 60% of the cumulative accrued benefits and account balances determined for all Employees and former Employees covered under such plans. For this purpose, account balances shall be computed and adjusted pursuant to the principles of Section 416(g) of the Code. In determining the cumulative accrued benefits and account balances for purposes of the “top-heavy” test:

(a) The present value of the cumulative accrued benefits of all Employees shall be increased by the aggregate distributions made with respect to each such Employee under the plan during the one year period ending on the Determination Date (five years in the case of any distribution made for a reason other than severance from employment, death or disability). This provision shall also apply to distributions under a terminated plan that would have been required to be included in an aggregation group had the plan not been terminated.

(b) The extent to which rollovers and transfers are to be taken into account shall be determined in accordance with the provisions of Section 416 of the Code and the regulations issued thereunder.

(c) The account balances and accrued benefits of (i) an individual who is not currently a Key Employee but who was a Key Employee in a prior Plan Year or (ii) an individual who has not performed any services for the Employer at any time during the one year period ending on the Determination Date, shall be disregarded.

(d) The accrued benefits of a Non-Key Employee under any defined benefit plan in the aggregation group shall be determined under the method, if any, that uniformly applies for accrual purposes under all plans maintained by the Employer, or if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule described in Section 411(b)(1)(C) of the Code.

22.4 Minimum Contribution. For any Plan Year in which the Plan is a Top-Heavy Plan, each Participant who is a Non-Key Employee and who has not separated from service by the end of the Plan Year shall receive a minimum allocation of Employer Contributions to his Account in this Plan (regardless of (a) whether such Participant completed 1,000 or more Hours of Service during the Plan Year, (b) his level of compensation or (c) whether he declined to have employee contributions made on his behalf under the Plan during such Plan Year) that, when combined with the amount of any other contributions made by the Employer on such

Participant's behalf for such Plan Year and any forfeitures allocated to his accounts for such Plan Year under any other defined contribution plans maintained by the Employer, shall equal the lesser of (i) three percent of his Compensation for such Plan Year or (ii) such percentage of his Compensation for such Plan Year as is equal to the highest percentage of Compensation that any Key Employee received in the form of pre-tax employee contributions and Employer Contributions to his Accounts in the Plan for such Plan Year and any forfeitures allocated to his accounts for such Plan Year under any other defined contribution plans maintained by the Employer. Any contributions made to a Non-Key Employee's accounts under this or any other defined contribution plan maintained by the Employer that are made on behalf of such Non-Key Employee pursuant to a cash or deferred arrangement satisfying the requirements of Section 401(k) of the Code may not be used to satisfy this minimum contribution requirement. However, Employer matching contributions shall be taken into account for purposes of satisfying the minimum contribution requirements.

If the Employer maintains a defined contribution plan in addition to this Plan that covers Non-Key Employees who are also covered under this Plan, if the plans are top-heavy for a Plan Year, an eligible Non-Key Employee covered under both plans will receive the top-heavy minimum contribution under the other Plan, if possible, and if not possible, then under this Plan.

If the Employer maintains a defined benefit plan in addition to this Plan that covers Non-Key Employees who are also covered under this Plan, if the plans are top-heavy for a Plan Year, an eligible Non-Key Employee covered under both plans will receive at least a 5% minimum contribution under this Plan (or, if applicable, the defined contribution plan of the Employer determined under the preceding paragraph).

For purposes of this Section 22.4, the term "Compensation" shall have the meaning set forth in Section 5.4.

22.5 Inapplicability of the Top-Heavy Requirements in Certain Situations. The top-heavy requirements of Section 416 of the Code and this Article shall not apply in any Plan Year in which the Plan consists solely of a cash or deferred arrangement that meets the requirements of Section 401(k)(12) of the Code and, if applicable, matching contributions with respect to which the requirements of Section 401(m)(11) of the Code are met.

Pursuant to Section 416(i)(4) of the Code, Section 22.4 does not apply to Employees whose terms of employment and benefits are collectively bargained.

ARTICLE XXIII – MERGER OF PLANS

23.1 Prior Plans. With the prior written approval of the Board of Trustees, any profit sharing plan or other individual account plan qualified under Section 401 of the Code and maintained by the Union or an affiliated district council or local union (any such plan being hereinafter referred to as a "Prior Plan") may be merged into the Plan. In connection with any such merger, the assets of the Prior Plan shall be transferred to the Trustees and become a part of the Trust Fund, and Accounts shall be established on behalf of each Participant in the Prior Plan in which shall be deposited such Participant's share of the transferred assets. Amounts so deposited in a Participant's Account shall retain the character such amounts had under the Prior Plan and shall thereafter be subject to all of the terms and conditions of this Plan.

Notwithstanding the foregoing or any other provision of this Plan, each participant in a Prior Plan that is merged into this Plan shall be entitled to receive a benefit under this Plan (assuming

this Plan were to terminate immediately after such merger) equal in value to the benefit such participant would have been entitled to receive under the Prior Plan immediately before such merger if the Prior Plan had been terminated rather than merged into this Plan.

23.2 Prior Pension Accounts. The distribution of a Participant's Prior Pension Account shall be governed by this Section. A "Prior Pension Account" is an account transferred from a pension or retirement plan if such account is subject to the annuity requirements of Sections 401(a)(11) and 417 of the Code.

(a) When Benefits Are Payable. The payment of benefits from a Participant's Prior Pension Account shall not be distributable until the earlier of the Participant's attainment of the normal retirement age for purposes of the Prior Pension Account (based on the plan from which the Prior Pension Account was transferred, provided that no amendment to the Plan shall increase such normal retirement age) or Termination of Employment.

(b) Material to be Provided to the Participant. At least 30 days (seven days if the Participant executes the appropriate waiver) and no earlier than 180 days before the Participant's Annuity Starting Date, the Committee shall provide a Participant who has a Prior Pension Account the written notices and explanations as appropriate and as required under Code Sections 401(a)(11) and 417 relating to such Prior Pension Account. Such notices shall be provided in a manner consistent with applicable Code provisions. If a Participant receives the written explanation described above prior to his Benefit Starting Date and makes an election (including an appropriate waiver) prior to but less than seven days before his Benefit Starting Date, the distribution of the Prior Pension Account will not commence until at least seven days after the written explanation is provided.

(c) Normal Form of Benefit Payment. Unless the Participant elects otherwise, the Prior Pension Account shall be paid in the normal form of payment.

(i) Married participants. The normal form of payment with respect to the Prior Pension Account of a Participant who is married on his Annuity Starting Date is a qualified joint and survivor annuity, payable monthly, purchased with the Prior Pension Account balance. The Participant may elect a qualified joint and survivor annuity that provides payments to the surviving spouse equal to either 50% or 75% of the monthly benefit payable to the Participant. If the Participant fails to make an election, the benefit will be paid as a 50% qualified joint and survivor annuity.

(ii) Unmarried participants. The normal form of payment with respect to the Prior Pension Account of a Participant who is not married on his Annuity Starting Date is a single life annuity, payable in equal monthly installments, purchased with such Participant's Prior Pension Account balance.

(iii) Surviving spouses. Payment of benefits to the surviving spouse of a married Participant who dies before payment of his benefits begin will be paid in the form of a single life annuity purchased with the Prior Pension Account balance.

(d) Optional Forms of Payment. Within the 180-day period before the Participant's Annuity Starting Date (the "Applicable Election Period"), the Participant may elect (in such manner as provided by the Committee) to waive the normal form of payment and receive his Prior Pension Account balance in a lump sum. An election to waive the normal form of benefit may be made (and revoked) at any time (and any number of times) within the Applicable

Election Period. Any election made by a married Participant to waive the qualified joint and survivor annuity will not take effect unless (i) the election is made during the Applicable Election Period, (ii) the Participant's spouse consents in writing to the election during the Applicable Election Period, and (iii) the spouse's consent acknowledges the effect of the election and is witnessed by a notary public. Such spousal consent shall not be required if the Participant establishes, in accordance with the provisions of Treasury Regulations Section 1.401(a)-20, Q&A-27 (or any successor regulations), that such Participant's spouse cannot be located, or that such written consent cannot be obtained because of such other circumstances as the Secretary of the Treasury or his delegate may proscribe by regulations. Any consent by a spouse, or establishment that the consent of a spouse cannot be obtained, shall be effective only with respect to such spouse. A surviving spouse of a Participant may elect, within the 180-day period preceding the surviving spouse's Annuity Starting Date, to waive the normal form of payment and receive the surviving spouse's benefit in the form of a lump sum.

IN WITNESS WHEREOF, the foregoing Plan hereby adopted this _____ day of _____, 201____, effective as provided herein.

Union Trustees

Employer Trustees

Justin Meighan, Chair

George Maloney, Co-Chair

Orlando Bonilla

Cherie Pleasant

James P. McNelis

**Baltimore-Washington Construction and Public Employees,
Laborers' District Council Defined Contribution Retirement Plan**

(Effective as of January 1, 2012)

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**Baltimore-Washington Construction and Public Employees,
Laborers' District Council Defined Contribution Retirement Plan**

The Baltimore-Washington Construction and Public Employees, Laborers' District Council of Washington, D.C. and Vicinity, acting for and on behalf of its affiliated local unions (collectively, the "Union") and laborers employed by the employers and the Construction Contractors Council--AGC Labor Division, Inc., ("CCC") (acting for and on behalf of its member employers, other employer associations and other individual employers of laborers), hereby establishes this Defined Contribution Retirement Plan (the "Plan"), to be known as the "Baltimore-Washington Construction and Public Employees, Laborers' District Council Defined Contribution Retirement Plan" effective January 1, 2012.

ARTICLE I – DEFINITIONS AND GENERAL PROVISIONS

1.1 **Definitions**. As used in this Plan, the following terms shall have the following meanings except as otherwise specifically provided herein or required by context. Any term defined in the Trust Agreement shall have the same meaning herein unless it is otherwise defined herein or context requires otherwise.

"Account" shall mean the Account established and maintained by the Trustee for each Participant or Beneficiary to which shall be allocated each Participant's interest in the Plan. A Participant's Account shall be comprised of the sub-accounts described herein.

"Affiliate" shall mean, with respect to an Employer, any other business entity that is treated as a single employer with such Employer under Sections 414(b), (c), (m) or (o) of the Code, whether or not such business entity has agreed to contribute to the Plan on behalf of its employees.

"Beneficiary" shall mean the person or persons designated under the Plan to receive benefits upon the death of a Participant. If a Participant fails to properly designate a Beneficiary or if the Beneficiary does not survive the Participant, the Participant shall be deemed to have designated the following (if living, in the case of an individual) as his Beneficiaries in the following order of priority: (a) his spouse; (b) his children (including adopted children), in equal shares; (c) his parents, in equal shares; and (d) his estate.

"Board" or **"Board of Trustees"** shall mean the Board of Trustees pursuant to the Trust Agreement.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time. References to any Section of the Code shall include any successor provision thereto and applicable regulations thereunder.

"Collective Bargaining Agreement" or **"CBA"** shall include: (a) the collective bargaining agreement(s) between CCC and the Union which provides for the making of employer contributions to the Fund; (b) the collective bargaining agreements between individual employers of laborers or any other employer association and the Union or any of its affiliated local unions, which provide for the making of employer contributions to the Fund; and, (c) any extension or renewal of any of the said agreements, which provide for the making of employer contributions to the Fund.

“Committee” shall mean the person or persons appointed to administer the Plan, which shall be the Board of Trustees.

“Compensation” shall mean an Employee’s “compensation” (as defined in Section 414(s) of the Code) from an Employer. An Employee’s Compensation for a Plan Year shall not include any amount in excess of the dollar limit in effect under Section 401(a)(17) of the Code for such Plan Year.

“Construction Contractors Council” or “CCC” is defined in the Trust Agreement.

“Council” is defined in the Trust Agreement.

“Differential Pay” is defined in Section 20.13 (Veterans and Military Service).

“Eligibility Computation Period” for an Employee shall mean the 12 consecutive month period beginning on the date he first performs an Hour of Service for an Employer, provided, however, that if the Employee does not complete 1,000 Hours of Service during such 12 month period, his Eligibility Computation Period shall become the Plan Year, beginning with the Plan Year immediately following the Plan Year within which he first completed an Hour of Service.

“Eligibility Year of Service” shall mean an Eligibility Computation Period during which an Eligible Employee completes 1,000 or more Hours of Service. Except as otherwise specifically provided in a Participation Agreement, employees of any business acquired by an Employer (whether such acquisition is effected by a merger, acquisition of stock or purchase of assets) will not be entitled to have their service with the acquired business included for any purpose under the Plan.

“Eligible Employee” shall mean an Employee of an Employer or Union for whom contributions are required under the terms of a collective bargaining agreement or participation agreement. To the extent an Eligible Employee is employed by the Union or one of its affiliated local unions, such union shall be considered an Employer.

“Employee” shall mean any person employed by an Employer or the Union. Leased Employees shall be considered to be Employees for purposes of the Plan but shall not be eligible to participate in the Plan. Individuals who are not classified as common law employees by an Employer shall not be eligible to participate in the Plan, even if such individuals are subsequently reclassified as common law employees by the Internal Revenue Service or any other entity for employment tax purposes.

“Employer” shall mean an employer required by a collective bargaining agreement or participation agreement to contribute to the Plan on behalf of its employees, including any successors thereto, and except for purposes of determining the eligibility of an Employee to participate in the Plan, shall include all other business entities that are treated as a single employer with such employer under Sections 414(b), (c), (m) or (o) of the Code, whether or not such business entities have agreed to contribute to the Plan on behalf of their employees.

“Employer Contributions” shall mean contributions required to be contributed by an Employer to the Plan on behalf of an Eligible Employee under the terms of a collective bargaining agreement or participation agreement. No amounts shall be credited to the account of an Eligible Employee until actually contributed to the Plan by the Employer.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time. References to any Section of ERISA shall include any successor provisions thereto and applicable regulations thereunder.

"Fiduciary" shall mean any person who is a fiduciary as defined in ERISA.

"Five Percent Owner" shall mean an individual who (i) owns (or is considered as owning within the meaning of Section 318 of the Code) more than 5% of the outstanding stock of an Employer or Affiliate or stock possessing more than 5% of the total combined voting power of all stock of an Employer or Affiliate, or (ii) owns more than 5% of the capital or profits interest in an Employer or an Affiliate (if such entity is not a corporation).

"Highly Compensated Employee" or "HCE" shall mean an Employee who (i) at any time during the current Plan Year or in the immediately preceding Plan Year was a Five-Percent Owner, or (ii) received compensation from an Employer during the immediately preceding Plan Year in excess of the compensation limit in effect under Section 414(q)(1)(B) of the Code. "Compensation" for this purpose shall mean any definition of compensation that satisfies the requirements of Section 414(q)(4) of the Code as determined by the Committee. Any former Employee who was a Highly Compensated Employee when he separated from service or was a Highly Compensated Employee at any time after attaining age 55 shall at all times thereafter be treated as a Highly Compensated Employee under the Plan.

"Hours of Service" shall be determined from records maintained by the Employers and shall include the following:

(a) Each hour for which an Employee is directly or indirectly paid, or entitled to payment, by the Employer for the performance of duties. Each such Hour of Service shall be credited to the computation period in which the duties were performed.

(b) Each hour for which back pay (irrespective of mitigation of damages) has either been awarded or agreed to by the Employer. Each such Hour of Service shall be credited to the computation period to which the agreement or award for back pay pertains rather than to the computation period in which the award, agreement or payment is made.

(c) Each hour for which an Employee is directly or indirectly paid, or entitled to payment, by the Employer for reasons other than for the performance of duties during a period of service with the Employer (such as vacation, holiday, sickness, disability, jury duty, compensated leave of absence or similar paid period), except that Hours of Service shall not include any hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation or disability insurance laws.

(d) Each hour during which an Employee is not paid (i) while on an authorized leave of absence, (ii) while performing compulsory military service or (iii) due to his incurring a short-term disability, provided that such Employee promptly returns to active employment with the Employer upon the expiration of such authorized leave of absence, compulsory military service or period of short-term disability, as the case may be.

An Employee shall not be credited with an Hour of Service under more than one paragraph with respect to the same payment or the same hour. Hours of Service for periods

during which no duties are performed shall be computed and credited in accordance with the provisions of Labor Regulations Section 2530.200b-2.

“Investment Manager” shall mean any party that (i) is either (a) registered as an investment adviser under the Investment Advisers Act of 1940, (b) a bank (as defined in the Investment Advisers Act of 1940) or (c) an insurance company qualified to manage, acquire and dispose of Plan assets under the laws of more than one State, (ii) acknowledges in writing that it is a Fiduciary with respect to the Plan and (iii) is granted the power to manage, acquire or dispose of any assets of any Investment Fund pursuant to the provisions of this Plan.

“Leased Employee” shall mean any individual who performs services for an Employer in a capacity other than as a common-law employee if (i) the services are provided pursuant to one or more agreements between the Employer and one or more leasing organizations, (ii) the individual has performed services for the Employer on a substantially full-time basis for a period of at least one year, and (iii) such services are performed under the primary direction or control of the Employer. This paragraph shall be interpreted in accordance with the provisions of Section 414(n) of the Code and shall include only those persons who are required to be included under Section 414(n) of the Code.

“Limitations on Compensation” shall mean the limitations included in the definition of Compensation herein to implement the requirements of Section 401(a)(17) of the Code.

“Named Fiduciary” shall mean a “named fiduciary” as defined in Section 402(a)(2) of ERISA.

“Non-Highly Compensated Employee” or “NHCE” shall mean an Employee who is not a Highly Compensated Employee.

“Normal Retirement Age” shall mean age 65.

“Normal Retirement Date” shall mean the first day of the month coincident with or next following the date the Participant attains Normal Retirement Age.

“Participant” shall mean an Eligible Employee who has become a Participant in accordance with Article II hereof. Once an individual becomes a Participant, the individual shall be a Participant until he is no longer an Eligible Employee or no longer has an account balance in the Plan. Unless context requires otherwise, the term “Participant” shall include a Beneficiary who has an account balance in the Plan.

“Participation Agreement” shall mean an agreement (which may be a collective bargaining agreement) between an employer and the Union or one of its affiliated local unions or the Board of Trustees that requires the employer to contribute to the Plan on behalf of employees.

“Plan” shall mean this plan, the Baltimore-Washington Construction and Public Employees, Laborers’ District Council Defined Contribution Retirement Plan, as defined herein and as it may be amended from time to time.

“Plan Year” shall mean the calendar year.

“Rollover Contribution” shall mean an eligible rollover distribution as defined in Section 402(f)(2)(A) of the Code that is rolled over into this Plan.

“Sponsor” shall mean the Board of Trustees.

“Termination of Employment” shall mean a Participant’s termination of employment with an Employer, whether voluntary or involuntary, for any reason (including the Participant’s retirement, death or Total Disability). The term “Termination of Employment” shall not include a Participant’s transfer between Employers (including the Union) or Affiliates. In the event a Participant ceases to be an Employee as a result of a business transaction whereby he continues in a similar job with a successor employer, but due to such transaction is no longer an Eligible Employee, the Participant shall be deemed to have a “Termination of Employment.”

“Total Disability” shall mean a physical and/or mental incapacity that entitles a Participant to disability benefits under the long-term disability plan maintained by the Employer that employs the Participant at the time he suffers such incapacity or the Union. In the event the Employer does not maintain such a long-term disability plan, “Total Disability” shall mean a physical and/or mental incapacity that qualifies the Participant for disability benefits under the Social Security Act.

“Trust” shall mean the legal entity established by the Baltimore-Washington Construction and Public Employees, Laborers’ District Council Defined Contribution Retirement Plan Trust Fund Agreement and Declaration of Trust.

“Trust Agreement” shall mean the Baltimore-Washington Construction and Public Employees, Laborers’ District Council Defined Contribution Retirement Plan Trust Fund Agreement and Declaration of Trust, as it may be amended from time to time.

“Trustees” shall mean members of the Board of Trustees.

“Trust Fund” shall mean the total amount of contributions made to the Trust pursuant to the Plan plus any assets transferred to the Trust from other defined contribution plans, increased by profits, gains, income and recoveries received, and decreased by losses, depreciation, benefits paid and any expenses properly paid by the Trust. The Trust Fund shall include all assets acquired by investment and reinvestment that are held in the Trust by the Trustees.

“Union” shall mean the Baltimore-Washington Construction and Public Employees, Laborers’ District Council of Washington, D.C. and Vicinity. Where used herein, unless context requires otherwise, the term “Union” shall also include its affiliated local unions.

“Valuation Date” shall mean the last business day of each Plan Year; provided, however, that the Committee may establish additional Valuation Dates from time to time in its complete discretion.

ARTICLE II – PARTICIPATION

2.1 **Entry Dates and Eligibility.** Each Employee shall be eligible to participate in the Plan on the first date for which Employer Contributions are required in accordance with the applicable CBA or Participation Agreement.

2.2 **Notification of Eligibility.** The Employer shall notify each Eligible Employee of his initial eligibility to participate in the Plan and of the terms of the Plan.

2.3 **Consent to the Plan.** Each Participant shall conclusively be deemed for all purposes to have consented to this Plan, to any amendments to the Plan, and to all of the terms and conditions of the Plan, and shall be bound thereby with the same force and effect as if he had executed the Plan.

2.4 Reemployment. If a Participant ceases to be an Eligible Employee and is subsequently reemployed as an Eligible Employee, he shall become eligible to participate in the Plan as provided in Section 2.1.

2.5 Change of Status. During any period in which a Participant remains employed by an Employer but ceases to qualify as an Eligible Employee: (i) he shall not be eligible to share in Employer Contributions that relate to such period; and (ii) his Account shall continue to share in the earnings or losses of the Trust Fund.

ARTICLE III – VESTING

3.1 Vesting. A Participant shall be 100% vested in his Account.

ARTICLE IV – CONTRIBUTIONS

4.1 Employer Contributions.

(a) Eligibility for Employer Contributions. An Eligible Employee's Account shall be credited with Employer Contributions actually made by the Employer in accordance with the applicable Participation Agreement.

(b) Amount of Employer Contributions. Each Employer shall make Employer Contributions as provided in the applicable Participation Agreement.

4.2 Rollover Contributions. Any Eligible Employee may make a written request to the Committee to make a Rollover Contribution to the Plan. The Committee, applying uniform and nondiscriminatory standards, shall determine whether or not to permit a Rollover Contribution by or on behalf of an Eligible Employee. Any written request made pursuant to this Section shall set forth the amount of the requested Rollover Contribution, the nature of the property contained in the Rollover Contribution, a statement satisfactory to the Committee that such contribution constitutes a Rollover Contribution or such other information as the Committee may require. Any Rollover Contribution shall be maintained in a separate fully vested Rollover Account on behalf of the Employee.

ARTICLE V – LIMITATIONS ON CONTRIBUTIONS

5.1 Limitation on Annual Additions. The annual additions to a Participant's Account for any Plan Year (including annual additions to the accounts of other Plans sponsored by the Participant's Employer) shall not exceed the maximum annual addition that is allowed under Section 415 of the Code, which is hereby incorporated by reference. For purposes of applying the provisions of Section 415 of the Code, the limitation year is the Plan Year.

5.2 Application of Limitation. If it is determined during a Plan Year that the annual additions to a Participant's account would exceed the limitation in Section 415 of the Code, then Employer Contributions to the Plan will be reduced or discontinued to the extent necessary to comply with such limitation.

5.3 Application of Limitation in the Event of Participation in Other Defined Contribution Plans. In the event that any Participant in the Plan is a participant in any other defined contribution plan to which the Employer contributes, the total amount of the annual

additions to such Participant's accounts under all such plans shall not exceed the limitation under Section 415 of the Code.

5.4 Definition of Compensation. For purposes of applying the compensation limitation on annual additions under Section 415(c)(1)(B) of the Code, compensation shall be determined as follows:

(a) Compensation shall include the aggregate of all wages, salaries and other amounts paid for personal services actually rendered that are received by a Participant from the Employer during the Plan Year to the extent that such amounts are includible in his gross income or would be includible in gross income but for an election under Section 401(k), 403(b), 125, 132(f) or 457 of the Code. Compensation shall not otherwise include deferred compensation, stock options and other distributions that receive special tax benefits.

(b) The following amounts shall be included in compensation if paid by the later of 2½ months after the severance of employment of the Participant or the last day of the Plan Year in which the severance of employment occurs: regular compensation for services during or outside the Participant's regular working hours, commissions, bonuses or other similar payments if the payment would have been paid prior to severance from employment if the Participant had continued in employment with the Employer.

(c) Compensation shall include Differential Pay.

(d) Compensation shall not include compensation in excess of the dollar limit in effect under Section 401(a)(17) of the Code.

(e) Compensation shall be determined in accordance with Section 415(c)(3) of the Code.

ARTICLE VI – INVESTMENT OF CONTRIBUTIONS

6.1 Investment of Contributions. The Trust Fund shall be invested at the direction of the Trustees in accordance with the Trust Agreement. No Participant shall have the right to direct how his Account is invested.

ARTICLE VII – PARTICIPANTS' ACCOUNTS; RECORD KEEPING

7.1 Participants' Accounts. The Account of each Participant shall consist of the following sub-accounts (as appropriate):

- (a) Employer Contribution Account; and
- (b) Rollover Account.

In addition, the Committee may divide such sub-accounts into such additional sub-accounts as the Committee considers appropriate.

Each Account shall be adjusted to reflect allocable earnings, losses, withdrawals, and expenses of the Trust Fund. Such allocations shall be for accounting purposes only and shall not require a segregation of assets to each such Account.

7.2 Expenses of the Plan and Trust. Any expenses incurred in the maintenance and administration of the Plan and Trust that are not paid directly by an Employer, the Union or the

Council shall be paid from the Trust Fund to the extent and in the manner permitted by applicable law; provided however that the Trust Fund may reimburse any of the entities named above for such an expense to the extent that such expense could have been paid by the Trust Fund and such entity's payment of such expense is conditioned on reimbursement by the Trust Fund.

7.3 Valuation. The Trust Fund shall be valued by the Board of Trustees at its fair market value as of each Valuation Date. The Board shall maintain such records so that as of each Valuation Date, the Accounts of each Participant within the Trust Fund shall, in an equitable manner, appropriately reflect income collected and accrued, realized and unrealized profits and losses, contributions due to the Trust, distributions payable by the Trust, expenses payable by the Trust, and all other transactions during the applicable period. All such charges shall be allocated among the Accounts of Participants in an equitable manner based upon the source and nature of such charges.

7.4 Statements to Participants. With reasonable promptness after the close of each Plan Year, and at such other times as the Committee may determine or as required by law, each Participant shall be provided with a statement showing the balance in his Account (and subaccounts) and such other information as the Committee, in its sole discretion, may deem necessary. The statement furnished to each Participant shall be deemed to have been accepted as correct unless the Participant provides written notice to the contrary and such notice is received by the Committee within 60 days after the distribution of such statement to the Participant.

7.5 Records Conclusive. Subject to Section 7.4 relating to statements to Participants, the records of the Board of Trustees and the Employers shall be conclusive with respect to all matters involving the administration of the Plan.

ARTICLE VIII – DISTRIBUTION UPON TERMINATION OF EMPLOYMENT

8.1 Timing of Benefit Payments to Participants.

(a) In General. Except as otherwise provided in this Article, the total value of a Participant's Account shall be distributed to the Participant or Beneficiary as soon as administratively feasible after the Participant's Termination of Employment, Total Disability or death (collectively, "payment events"). If the Participant has a Termination of Employment but continues in employment (or is reemployed) in the same industry and the same trade or craft in which the Participant was employed while covered under the Plan, and such new employment is in the geographic area covered by the Plan, then the Participant shall not have a payment event (or, in the case of reemployment, shall not thereafter be treated as having a payment event) until the Participant dies, becomes Totally Disabled, or has a Termination of Employment from such new employment. If the value of the Participant's Account on the payment event (other than death), excluding his Rollover Account, exceeds \$5,000, distribution to the Participant shall not be made before Normal Retirement Date without the Participant's consent.

(b) Account Balance in Excess of \$5,000. If, upon a Participant's payment event prior to Normal Retirement Date, the balance in his Account excluding his Rollover Account exceeds \$5,000, and the Participant does not request a distribution of his Account balance, then his Account shall be retained in the Plan and shall be paid to him as soon as administratively feasible on or after his Normal Retirement Date, or his beneficiary upon his death, if earlier. However, a Participant who has incurred a payment event may elect to receive

payment of his Account prior to Normal Retirement Date, provided that the Participant elects to receive a distribution of the total amount in his Account. During any period in which a Participant's Account remains in the Plan following his payment event, the Participant's Account shall continue to be credited with investment earnings and losses as provided for in Section 7.3.

8.2 Form of Benefit Payments. Benefits under the Plan shall be paid in a single lump sum.

8.3 Effect of Distribution. The distributions provided for in this Article are in full discharge of all obligations under the Plan with respect to the Participant. If a Participant is rehired by an Employer before the date of a distribution provided for by this Article, the distribution shall not be made.

ARTICLE IX – WITHDRAWALS BEFORE TERMINATION OF EMPLOYMENT

9.1 Withdrawals from Rollover Account. A Participant may withdraw all or any portion of the balance in his Rollover Account at any time.

9.2 Withdrawals After Age 59½. A Participant who is employed by an Employer may withdrawal all or any portion of the balance in his Account at any time on or after attaining age 59½.

9.3 Hardship Withdrawals. Before attaining age 59½, a Participant who is employed by an Employer may withdraw an amount from his Account if he demonstrates to the satisfaction of the Committee that such withdrawal is necessary in light of an immediate and heavy financial need (a "financial hardship"), that the amount requested to be withdrawn does not exceed the amount required to meet the financial need created by the hardship (including applicable federal, state, or local income taxes and penalties associated with the distribution), and that such an amount is not reasonably available from the other resources of the Participant. No such hardship withdrawal shall be permitted for an amount less than \$1,000. For purposes of determining whether a hardship withdrawal is permitted, the following financial needs shall create a financial hardship.

(a) Uninsured medical expenses incurred by the Participant, his spouse or any of his dependents.(b) Costs directly related to the purchase of a principal residence for the Participant (excluding mortgage payments).

(c) The payment of tuition and room and board for the next 12 months of post-secondary education for the Participant, his spouse, children or dependents.

(d) Payments necessary to prevent the eviction of the Participant from his principal residence or the foreclosure on the mortgage on the Participant's principal residence.

(e) Payments for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents.

(f) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Section 165 of the Code (determined without regard to whether the loss exceeds 10% of adjusted gross income)

(g) Unreimbursable medical expense for non-dependent family member.

9.4 General Rules Regarding Withdrawals.

(a) Procedure for Requesting Withdrawals. All requests for withdrawals shall be made at such time and in such manner as prescribed by the Committee.

(b) Valuation of Accounts. For purposes of this Article, the Accounts of a Participant shall be valued as of the Valuation Date coincident with or immediately preceding the withdrawal.

(c) Timing and Form of Withdrawal. Withdrawals shall be distributed in a lump sum as soon as practicable after the receipt and completion of processing of a proper application by the Committee or its delegate.

(d) Limits on Number of Withdrawals. No more than four withdrawals under this Article may be made by a Participant in any Plan Year.

ARTICLE X – OTHER RULES RELATING TO DISTRIBUTIONS

10.1 Beneficiaries.

(a) Designation of Beneficiaries. Each Participant may designate, upon such forms as shall be provided for such purpose by the Committee, a Beneficiary or Beneficiaries to receive his interest in the Plan in the event of his death. A Participant may change his Beneficiary by providing a new Beneficiary designation to the Committee. A Beneficiary designation shall be effective at the time that a properly executed designation is received by the Committee. The last effective designation received by the Committee shall supersede all prior designations. A designation of a Beneficiary shall be effective only if the designated Beneficiary survives the Participant.

(b) Spousal Consent Requirements. In the case of a Participant who is married on the date of death, a designation of a Beneficiary other than the Participant's spouse shall be effective only if the Participant's spouse has waived the right to be the Participant's Beneficiary, consented to the designation of another Beneficiary and acknowledged the effect of the waiver. The spouse's consent must be in writing and witnessed by a notary public or Plan representative (provided, however, that the Committee may, but shall not be obligated to, appoint a Plan representative for this purpose). If the spouse consents to the designation of a Beneficiary, the Participant may change the Beneficiary without spousal consent only if the original spousal consent provides for such a change.

(c) Beneficiaries' Rights. Whenever the rights of a Participant are stated or limited in a Plan, his Beneficiaries shall be bound thereby.

10.2 Distribution on Plan Termination. The total value of a Participant's Account shall be distributed to the Participant or his Beneficiary as soon as administratively feasible after the termination of the Plan.

10.3 Timing of Distributions. As required under Section 401(a)(14) of the Code, unless the Participant elects otherwise the value of a Participant's Account shall be distributed to the Participant not later than the 60th day after the latest of the close of the Plan Year in which (a) the Participant attains age 65, (b) occurs the 10th anniversary of the date the Participant commenced participation in the Plan, or (c) the Participant incurs a Termination of Employment. This provision shall not supersede any other provision of the Plan calling for an earlier distribution.

10.4 Rules Regarding Mandatory Distributions.

(a) In General. The provisions of this Section have been included in the Plan solely to reflect certain minimum distribution requirements of the Code. To the extent that other provisions of the Plan provide for a more rapid mandatory distribution of a Participant's Account, either to the Participant or to the Participant's Beneficiary, such other provisions shall apply.

(b) Minimum Required Distributions. Notwithstanding any other provision of the Plan to the contrary, distributions from the Plan shall be made in accordance with the requirements of Section 401(a)(9) of the Code and the regulations issued thereunder, including the incidental death benefit requirements of Code Section 401(a)(9)(G). In this regard the following provisions shall apply to the extent consistent with Code Section 401(a)(9).

(i) In no event may the distribution of a Participant's Account begin later than April 1 of the calendar year following the calendar year in which the Participant (i) attains age 70½ or (ii) retires from employment with his Employer and all Employers under the Plan. Notwithstanding the foregoing, in the case of a Participant who is a Five-Percent Owner, the distribution of the Participant's Account must begin no later than April 1 of the calendar year following the calendar year in which the Participant attains age 70½ (collectively, the "Required Beginning Date").

(ii) If a Participant dies before his Required Beginning Date, the Participant's Account will be distributed in accordance with the following provisions:

(A) If the Participant's Beneficiary is the Participant's surviving spouse, then the Participant's Account balance will be distributed to the surviving spouse no later than the later of (I) December 31 of the calendar year immediately following the calendar year in which the Participant died or (II) December 31 of the calendar year in which the Participant would have attained age 70½.

(B) If the Participant's Beneficiary is not the Participant's surviving spouse, then the Participant's Account balance will be distributed to the Participant's Beneficiary no later than December 31 of the calendar year in which occurs the fifth anniversary of the Participant's death.

10.5 Eligible Rollover Distributions.

(a) In General. A Distributee may elect, at the time and in the manner prescribed by the Committee, to have all or any portion of an Eligible Rollover Distribution paid in a Direct Rollover to an Eligible Retirement Plan specified by the Distributee. In the event the Distributee of an Eligible Rollover Distribution makes no election (following proper notice and the appropriate time to make such election) with respect to whether or not to have a Direct Rollover, the following rules shall apply: (1) if the Participant's Account Balance is less than \$1,000 or more than \$5,000, the distribution shall be paid to the Distributee in cash; and (2) if the Participant's Account balance is at least \$1,000 but not more than \$5,000, the distribution will be paid in a Direct Rollover to an IRA selected by the Committee for the benefit of the Distributee.

(b) Definitions.

(i) "Eligible Rollover Distribution" shall mean any distribution of all or any portion of the balance to the credit of a Distributee under the Plan, except that the term

“Eligible Rollover Distribution” shall not include (A) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and his designated beneficiary, (B) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for a specified period of 10 years or more, (C) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code, (D) the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), or (E) any amount that is distributed on account of hardship. Notwithstanding clause (D) above, a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of After-Tax Contributions that are not includable in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified plan described in Sections 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution that is includable in gross income and the portion of such distribution that is not so includable.

(ii) “Eligible Retirement Plan” shall mean (A) an individual retirement plan described in Section 408(a) of the Code (including a Roth IRA described in Section 408A of the Code), (B) an individual retirement annuity described in Section 408(b) of the Code (other than an endowment contract), (C) an annuity plan described in Section 403(a) of the Code, (D) an eligible deferred compensation plan described in Section 457(b) of the Code that is maintained by an eligible employer described in Section 457(e)(1)(A) of the Code, (E) an annuity contract described in Section 403(b) of the Code, or (F) a qualified trust described in Section 401(a) of the Code that accepts the Distributee’s Eligible Rollover Distribution.

(iii) “Distributee” shall mean a Participant, the surviving spouse of a Participant, or the spouse or former spouse of a Participant who is an alternate payee under a qualified domestic relations order as defined under Code Section 414(p).

(iv) “Direct Rollover” shall mean a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(c) Direct Trustee-to-Trustee Transfer by Non-Spouse Beneficiaries. A non-spouse Beneficiary may elect to have any portion of a distribution from the Plan paid directly to an “Individual Retirement Plan” specified by the non-spouse Beneficiary in a direct trustee-to-trustee transfer. For this purpose, the term “Individual Retirement Plan” shall mean an individual retirement account described in Section 408(a) of the Code or an individual retirement annuity described in Section 408(b) of the Code (other than an endowment contract) that is established for the purpose of receiving the distribution on behalf of an individual who is designated as a Beneficiary and who is not the surviving spouse of the Participant.

ARTICLE XI – NONDISCRIMINATION RULES

11.1 Compliance With Nondiscrimination Rules. Reserved.

ARTICLE XII – LOANS TO PARTICIPANTS

12.1 Availability of Loans. Participant loans shall not be available.

ARTICLE XIII – BENEFIT CLAIMS PROCEDURE

13.1 Claims for Benefits. Any claim for benefits under the Plan shall be made in writing to the Committee. Claims for additional benefits shall be submitted within two years of the later of (1) the date on which payment of benefits under the Plan was made, or (2) the date on which the action complained or grieved of occurred. The Committee may adopt forms for the submission of claims for benefits in which case all claims for benefits shall be filed on such forms. The term “Committee” as used in this Article shall include any person or committee that has been delegated the authority described herein by the Committee. If such a claim for benefits is wholly or partially denied, the Committee shall notify the claimant of the denial of the claim within a reasonable period of time (not to exceed 90 days) after its receipt of the claim; provided, however, that in the event that special circumstances require an extension of the time for processing the claim, the Committee may extend such 90-day period for up to an additional 90 days if, prior to the expiration of the initial 90-day period, the Committee sends written notice to the claimant indicating the special circumstances requiring an extension of time and the date by which the Committee expects to render a final decision on the claim. Any notice of denial by the Committee shall (a) be in writing, (b) be written in a manner calculated to be understood by the claimant, and (c) contain (i) the specific reason or reasons for the denial of the claim, (ii) a specific reference to the pertinent Plan provisions upon which the denial is based, (iii) a description of any additional material or information necessary to perfect the claim, along with an explanation of why such material or information is necessary, and (iv) an explanation of the claim review procedure as set forth in this Article.

13.2 Request for Review of Denial. Within 60 days after the receipt by a claimant of a written notice of the denial of a claim, the claimant may file a written request with the Committee that it conduct a full and fair review of the denial of the claim for benefits. The claimant shall have the right to review pertinent documents and to submit comments in writing to the Committee.

13.3 Decision on Review of Denial. The Committee shall deliver to the claimant a written decision on the claim within 60 days after the receipt of the aforesaid request for review, except that if there are special circumstances (such as the need to hold a hearing, if necessary) that require an extension of time for processing, the 60-day period shall be extended to 120 days, but the decision shall be rendered as soon as possible within the extension period and written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. Any such decision by the Committee shall (a) be written in a manner calculated to be understood by the claimant, (b) include the specific reason or reasons for the decision, and (c) contain a specific reference for the pertinent provisions of the Plan on which the decision is based. No action at law or equity may be brought without submission of a claim in accordance with the provisions of this Article. No action at law or in equity to recover benefits under the plan shall be commenced later than one year from the date a decision on review is furnished to the claimant.

ARTICLE XIV – FIDUCIARY RESPONSIBILITIES

14.1 Basic Responsibilities. Each Fiduciary under the Plan, whether specifically designated or not, shall:

(a) discharge its duties with respect to the Plan solely in the interest of the Participants and their Beneficiaries, and for the exclusive purpose of providing benefits to the Participants and their Beneficiaries and, for defraying reasonable expenses of administering the Plan and the Trust;

(b) discharge its responsibilities with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and

(c) conform with the provisions of the Plan to the extent not inconsistent with ERISA.

No person who is ineligible by law shall be permitted to serve as a Fiduciary.

14.2 Actions of Fiduciaries. Any Fiduciary under the Plan may:

(a) serve in more than one Fiduciary capacity with respect to the Plan;

(b) employ one or more persons to render advice with regard to, or to carry out, any responsibility that such Fiduciary has under the Plan; and

(c) rely upon any direction, information or action of any other Fiduciary, acting within the scope of its responsibilities under the Plan, as being proper under the Plan.

14.3 Authority and Liability. No Fiduciary shall be personally liable for any losses resulting from its actions except as provided by law. Each Fiduciary shall have only the authority and duties that are specifically allocated to it, shall be responsible for the proper exercise of its own authority and duties, and shall not be responsible for any act or failure to act of any other person except as otherwise provided in this Article.

14.4 Liability for Act or Omission of Another Person. No Fiduciary under the Plan shall be liable for an act or omission of another person in carrying out any fiduciary responsibility where such fiduciary responsibility is allocated to such other person by the Plan or pursuant to a procedure established in the Plan except to the extent that:

(a) such Fiduciary participated knowingly in, or knowingly undertook to conceal, an act or omission of such other person, knowing such act or omission to be a breach of fiduciary responsibility;

(b) such Fiduciary, by his failure to comply with Section 404(a)(1) of ERISA in the administration of his specific responsibilities that give rise to his status as a Fiduciary, has enabled such other person to commit a breach of fiduciary responsibility;

(c) such Fiduciary has knowledge of a breach of fiduciary responsibility by such other person, unless he makes reasonable efforts under the circumstances to remedy the breach, or

(d) such Fiduciary is a Named Fiduciary and has violated his duties under Section 404(a)(1) of ERISA.

14.5 Compliance with ERISA. Notwithstanding any contrary provision of the Plan, no provision of the Plan shall be construed so as to violate the requirements of Section 404, 405, 406 or 407 of ERISA.

ARTICLE XV – NAMED FIDUCIARIES AND ALLOCATION OF RESPONSIBILITIES

15.1 Named Fiduciaries. The following persons shall be Named Fiduciaries under the Plan and the Trust Agreement, and shall be the only Named Fiduciaries thereunder:

(a) Named Fiduciaries with Respect to Control or Management of Assets.

(i) The Board of Trustees. The Trustees shall have exclusive custody of the assets comprising the Trust Fund, shall receive all contributions to the Trust Fund, shall make payments from the Trust Fund as appropriate, shall keep all records and render all accountings with respect to the administration of the Trust Fund and shall have exclusive authority and discretion to manage and control the Trust Fund, all as provided in the Trust Agreement, and shall have no responsibilities other than those provided in the Trust Agreement and the Plan.

(ii) Investment Managers. If the Committee appoints one or more Investment Managers to direct the investment and reinvestment of the Trust Fund or any part thereof, such Investment Manager(s) shall have exclusive authority and discretion to manage the investment and reinvestment of the Trust Fund or such part thereof but shall have no other responsibilities for the management or control of the Trust Fund.

(b) Named Fiduciary with Respect to the Plan. The Committee shall be the “administrator” of the Plan within the meaning of Section 3(16)(A) of ERISA.

15.2 Allocation of Responsibilities Among Named Fiduciaries.

(a) The Board of Trustees and the Investment Managers. The Trustees and any Investment Managers shall have the responsibilities allocated to them respectively as provided in this Article.

(b) The Plan Administrator. The Committee shall be responsible for the interpretation of the Plan, and any interpretation by the Committee shall be binding on all parties. The Committee shall have the responsibility and authority to control the operation and administration of the Plan in accordance with the terms of the Plan and the Trust Agreement, including without limitation:

- (i) all functions assigned to the Committee under the terms of the Trust Agreement;
- (ii) all functions assigned to the Committee under the terms of the Plan;
- (iii) the determination of benefit eligibility;
- (iv) the hiring of persons to provide necessary services to the Plan;
- (v) the preparation and filing of all reports required to be filed by or on behalf of the Plan with any governmental agency;

(vi) compliance with all disclosure requirements imposed by ERISA or any other Federal or state law; and

(vii) the maintenance of all records of the Plan.

15.3 No Joint Fiduciary Responsibilities. This Article is intended to allocate to each Named Fiduciary the individual responsibility for the prudent execution of the functions assigned to such Named Fiduciary, and none of such responsibilities or any other responsibility shall be shared by two or more of the Named Fiduciaries unless such sharing is provided by a specific provision of the Plan or the Trust Agreement. Whenever a Named Fiduciary is required by the Plan or the Trust Agreement to follow the directions of another Named Fiduciary, the two Named Fiduciaries shall not be deemed to have been assigned a shared responsibility, but the responsibility of the Named Fiduciary giving the directions shall be deemed the sole responsibility of such Named Fiduciary, and the responsibility of the Named Fiduciary receiving those directions shall be to follow them insofar as those directions are on their face proper under applicable law.

15.4 Adviser to Named Fiduciary. A Named Fiduciary may employ one or more persons to render advice concerning any responsibility such Named Fiduciary has under the Plan or the Trust Agreement.

ARTICLE XVI – PLAN COMMITTEE

16.1 Composition of the Committee. The Board of Trustees shall be the Committee.

16.2 Appointment of Assistants and Representatives. The Committee may appoint such assistants or representatives as it deems necessary for the effective exercise of its duties in administering the Plan. The Committee may delegate to such assistants and representatives any powers and duties, both ministerial and discretionary, as it deems expedient or appropriate.

16.3 Allocation and Delegation of Committee Responsibilities. The Committee, upon the approval of a majority of the members of the Committee, may either (i) allocate among any of the members of the Committee any of the responsibilities of the Committee under the Plan or (ii) designate any person, firm or corporation that is not a member of the Committee to carry out any of the responsibilities of the Committee under the Plan.

16.4 Records and Reports. The Committee may appoint such assistants or agents as it deems appropriate in order to comply with the requirements of ERISA relating to records of the Participants' service, Account balances, notification to the Participants and reports to the Internal Revenue Service and the Department of Labor.

16.5 Actions of the Committee. The procedures of the Committee shall be determined in accordance with the Trust Agreement.

16.6 Administrative Powers of the Committee. The Committee may from time to time establish rules for the administration of the Plan. Except as otherwise expressly provided herein, the Committee shall have the exclusive right and the discretionary authority to interpret the Plan (including, but not limited to, the power to interpret any ambiguity in the Plan) and to decide any matters arising hereunder in the administration and operation of the Plan, and any interpretation or decision so made shall be conclusive and binding on all persons having an interest in the Plan unless it can be shown that such interpretation or decision was arbitrary and capricious. Benefits

under this Plan shall be paid only if the Committee decides, in its discretion, that the applicant is entitled to them. All such interpretations and decisions by the Committee shall be applied in a uniform manner to all Participants similarly situated.

16.7 Agent for Service of Process. The Committee shall be the Plan's designated agent for service of legal process.

16.8 Reliance on Reports and Certificates. The Committee shall be entitled to rely conclusively upon all tables, valuations, certificates, opinions and reports that are furnished by any actuary, accountant, controller, counsel or other person who is employed or engaged for such purposes.

16.9 Payment of Fees and Expenses. The Committee and its assistants and representatives shall be entitled to payment for all reasonable costs, charges and expenses incurred in the administration of the Plan, including, but not limited to, reasonable fees for accounting, legal and other services rendered, to the extent incurred by the members of the Committee or its assistants and representatives in the course of the performance of their duties under the Plan.

ARTICLE XVII – AMENDMENT OF THE PLAN

17.1 Right to Amend the Plan.

(a) Right to Amend the Plan. The Board of Trustees reserves the right to amend the Plan in whole or in part at any time and from time to time.

(b) Protected Benefits. No amendment to the Plan Provisions shall reduce the accrued benefit or Account of a Participant or reduce or eliminate any benefit protected under Section 411(d)(6) of the Code except to the extent permitted by law.

(c) The Board of Trustees is expressly authorized to make any and all amendments, with or without retroactive effect, necessary to maintain the qualified status of the Plan under the Code or to comply with ERISA or any other rules or regulations of any Government agency.

ARTICLE XVIII – TERMINATION OF THE PLAN

18.1 Right to Terminate. The Sponsor expects the Plan to be permanent and to continue indefinitely. However, because future conditions and circumstances cannot be anticipated or foreseen, the Sponsor must necessarily and does hereby reserve the right to terminate the Plan at any time.

ARTICLE XIX – SUCCESSORS

19.1 Successors. In the event of the dissolution, merger, consolidation or reorganization of CCC or of any Employer or of the Union, provision may be made that the Plan and the Trust will be continued by the successor(s), and in that event such successor shall be substituted for the original organization. The successor shall have all the powers, duties and responsibilities of the original organization under the Plan.

19.2 Merger, Consolidation or Transfer. The Plan may not be merged or consolidated with, nor may its assets or liabilities be transferred to, any other plan unless each Participant would receive a benefit immediately after the merger, consolidation or transfer (if such other plan then terminated) that is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer (if this Plan had then terminated).

ARTICLE XX – GENERAL PROVISIONS

20.1 Employment Rights. Neither the provisions of this Plan nor the participation of an Eligible Employee in this Plan shall be deemed (i) to give to any Employee the right to be retained in the employ of an Employer, (ii) to affect the right of an Employer to discipline or discharge any Employee at any time, (iii) to give an Employer the right to require any Employee to remain in its employ, or (iv) to affect any Employee's right to terminate his employment at any time.

20.2 Rights to Trust Assets. No Participant or Beneficiary shall have any rights to, or interest in, any assets of the Trust Fund upon the Participant's Termination of Employment or otherwise except as provided under the Plan, and then only to the extent of the benefits payable under the Plan to the Participant or Beneficiary out of the assets of the Trust Fund. All payments of benefits under the Plan shall be made solely out of the assets of the Trust Fund, and no Employer or Fiduciary shall be liable therefore in any manner.

20.3 Nonalienation of Benefits. The right of any Participant or Beneficiary to any benefit or payment under the Plan or the Trust shall not be subject to voluntary or involuntary transfer, alienation or assignment and, to the fullest extent permitted by law, shall not be subject to attachment, execution, garnishment, sequestration or other legal or equitable process. In the event a Participant or Beneficiary who is receiving or is entitled to receive benefits under the Plan attempts to assign, transfer or dispose of such right, or if an attempt is made to subject said right to such process, such assignment, transfer or disposition shall be null and void. Notwithstanding the above, a Participant's benefits under this Plan may be offset by any amount the Participant is ordered or required to pay to the Plan in connection with a judgment or conviction for a crime, civil judgment or settlement agreement described in Section 401(a)(13)(C) of the Code.

20.4 Qualified Domestic Relations Orders. Notwithstanding Section 20.3 benefits shall be payable to an individual other than a Participant in accordance with the applicable requirements of a domestic relations order that satisfies the requirements of Section 414(p) of the Code and Section 206(d)(3) of ERISA (a "Qualified Domestic Relations Order" or "QDRO").

The Committee shall establish a set of reasonable and nondiscriminatory procedures to determine the qualified status of domestic relations orders and to administer distributions under QDROs in accordance with the provisions of Section 414(p) of the Code and Section 206(d)(3) of ERISA.

Unless contrary to the terms of the applicable QDRO, the Committee shall make a single cash distribution from the Plan to each alternate payee under a QDRO as soon as practical after the processing of such QDRO, even if such distributions are made prior to the "earliest retirement age" (as defined in Section 206(d)(3)(E)(ii) of ERISA and Section 414(p)(4)(B) of the Code) of the applicable Participant. A domestic relations order will not be treated as failing to be

a QDRO merely because, pursuant to Section 206(d)(3)(E)(i)(II) of ERISA and Section 414(p)(4)(A)(ii) of the Code, it requires that benefit payments be made to the alternate payee as if the Participant had retired on the date on which such payment is to begin under such QDRO.

Except to the extent otherwise expressly provided in a QDRO or in a beneficiary designation executed after a divorce, any death benefits under this Plan shall be paid only to those designated Beneficiaries who would have been entitled to distributions under the Beneficiary designation in effect at the time of the Participant's death if the divorced spouse failed to survive the Participant.

20.5 Non-Diversion of Contributions. All contributions made to the Trust Fund and all property and funds of the Trust Fund, including income from investments and from all other sources, shall be retained for the exclusive benefit of the Participants and their Beneficiaries and shall be used for the exclusive purpose of providing benefits to the Participants and their Beneficiaries and for defraying reasonable expenses of administering the Plan and the Trust.

20.6 Use of Masculine and Feminine; Singular and Plural. Whenever words are used herein in the masculine gender they shall be construed as though they were also used in the feminine gender in all cases where they would so apply, and whenever words are used herein in the singular form they shall be construed as though they were also used in the plural form in all cases where they would so apply.

20.7 Evidence of Survival. If the Board of Trustees is unable to make payment to a Participant within five years after his Account becomes payable to him because his identity or whereabouts cannot be ascertained, the Board may, at its discretion, direct that such Participant's Account be paid: to the Participant's Beneficiary if found and living at such time; or if such Beneficiary cannot be found or is not living at such time, to the legal spouse of the Participant if found and living at such time; or if such legal spouse cannot be found or is not living at such time, in equal shares to such of the children of the Participant who can be found and are living at such time; or if none of such children can be found or none are living at such time, to such other relative or relatives of the Participant as the Board may deem proper.

20.8 Payments to Minors and Incompetents. If a Participant or Beneficiary entitled to receive any benefits under the Plan is a minor or is deemed by the Board of Trustees to be, or is adjudged to be, legally incapable of giving valid receipt and discharge for such benefits, such benefits shall be paid to such natural or legal guardian or legal representative, acting on behalf of such Participant or Beneficiary, as the Board may designate. Such payment, to the extent made, shall be deemed a complete discharge of any liability for such payment under the Plan.

20.9 Mistake of Fact. In the event that all or any portion of a contribution made to the Trust is based upon a mistake of fact, the component of the contribution attributable to the mistake of fact shall be returned to the applicable Employer as promptly as practical, but in no event later than one year after the payment of the contribution.

20.10 Deduction of Contributions. The Employers shall make all contributions set forth within this Plan to the extent that such contributions are deductible under Section 404 of the Code. Notwithstanding any other provision of the Plan, to the extent that any such contributions are determined not to be deductible under Section 404 of the Code, then, within one year from the final determination of such nondeductibility, the Plan may direct the Trustee to return such nondeductible contributions from the Trust Fund to the Employer that made such contributions.

20.11 Interpretation of the Plan. It is the intention of the Sponsor that the Plan shall comply with the provisions of Section 401 of the Code, the requirements of ERISA and the corresponding provisions of any subsequent laws, and the provisions of the Plan shall be construed to effectuate such intention.

20.12 Governing Law. The provisions of the Plan shall be construed, regulated, interpreted and administered under and in accordance with the laws of the District of Columbia (except its laws regarding choice of law) to the extent not pre-empted by ERISA.

20.13 Veterans and Military Service.

(a) USERRA. Notwithstanding any other provision of the Plan to the contrary, the Plan shall be administered in such a manner so as to comply with the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 and any other federal laws governing the reemployment of veterans. In this regard, notwithstanding any other provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the provisions of Section 414(u) of the Code.

(b) HEART Act. This subsection (b) applies to Participants who are absent from active employment on account of Military Service and who receive Differential Pay while on Military Service. "Military Service" shall mean service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). "Differential Pay" shall include any differential wage payments described in Section 3401(h)(2) of the Code that (i) are made by an employer to an individual with respect to any period of Military Service while on active duty for a period of more than 30 days, and that (ii) represent all or a portion of the wages the individual would have received from the employer if the individual were performing service for the employer.

(i) An individual receiving Differential Pay shall, for purposes of the Plan, be considered an employee of the employer that pays such Differential Pay. Such individual shall be entitled to make such contributions as would be permitted by the Plan if he were an employee, and shall receive such Employer Contributions as would be made if he were an employee. Differential Pay shall be treated as compensation paid to an employee.

(ii) An individual who receives Differential Pay is deemed to have a Termination of Employment for purposes of receiving distributions. If the individual has a deemed Termination of Employment but not an actual Termination of Employment, and the individual receives a distribution as a result of the deemed Termination of Employment, then the individual shall not be permitted to make employee contributions (if otherwise permitted by the Plan, whether pre-tax or after-tax) for 6 months following such distribution. If the individual has both a deemed Termination of Employment and an actual Termination of Employment, and receives a distribution as a result of such Termination of Employment, then such individual shall not be permitted to make employee contributions (if otherwise permitted by the Plan, whether pre-tax or after-tax) from such individual's Differential Pay for 6 months following such distribution.

ARTICLE XXI – INTERNAL REVENUE SERVICE APPROVAL

If the Internal Revenue Service fails or refuses to issue its determination that the Plan as stated herein is a qualified plan under the Code, the Plan that would be effected hereby shall not be so effected.

ARTICLE XXII – TOP-HEAVY CONTINGENCY PROVISIONS

22.1 Application. The provisions of this Article are included in the Plan to implement the requirements of Section 416 of the Code and shall become applicable only if the Plan becomes a Top-Heavy Plan (as defined below) under Section 416(g) of the Code for any Plan Year.

22.2 Determination of Top-Heavy Status of Plan. The determination as to whether the Plan has become a Top-Heavy Plan for any Plan Year shall be made as of the last day of the immediately preceding Plan Year (the “Determination Date”), and the Plan shall be a “Top-Heavy Plan” only if the value of the aggregate Account balances under the Plan for Key Employees exceeds 60% of the value of the aggregate Account balances under the Plan for all Eligible Employees and former Eligible Employees. For this purpose, the aggregate Account balances under the Plan shall be computed and adjusted pursuant to Section 416(g) of the Code.

As used herein, the term “Key Employee” means any Employee or former Employee (including any deceased Employee) who meets the criteria under Section 416(i)(1) of the Code. The term “Key Employee” shall include an Employee or former Employee who, at any time during the Plan Year that includes the Determination Date, was:

- (a) an officer of an Employer having annual compensation greater than \$160,000, as adjusted from time to time for increases in the cost of living under Section 416(i)(1) of the Code;
- (b) a Five-Percent Owner; or
- (c) a “one-percent owner” (as defined in Section 416(i)(1)(B)(ii) of the Code) of an Employer having annual compensation of more than \$150,000.

For purposes of clauses (a) and (c) above, the term “annual compensation” means compensation (including earned income) within the meaning of Section 415(c)(3) of the Code. For purposes of clause (a) above, no more than 50 Employees (or, if lesser, the greater of three Employees or 10% of all Employees) shall be treated as officers of any Employer.

The term “Key Employee” shall also include the Beneficiary of a deceased Employee or former Employee, provided such Employee or former Employee qualified as a Key Employee in accordance with the provisions of clause (a), (b), or (c) above. In the event a Beneficiary of an Employee or former Employee qualifies as a Key Employee, any inherited benefits shall retain the character of the benefits of such Employee or former Employee.

The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

The term “Non-Key Employee” shall mean any Employee or former Employee who is not currently a Key Employee. The term “Non-Key Employee” shall include former Key Employees, but such former Key Employees shall be excluded entirely from the calculations to determine whether the Plan is a Top-Heavy Plan.

22.3 Consideration of Multiple Plans in Determining Top-Heavy Status of Plan. All plans of the Employers and their Affiliates that are included in a Required Aggregation Group or in a Permissive Aggregation Group (both as defined below) with this Plan shall be considered together in determining whether this Plan is a Top-Heavy Plan. Each such plan that is required to be included in an aggregation group (whether required or permissive) shall be treated as a Top-Heavy Plan if such group is a Top-Heavy Group (as defined below). For this purpose, a "Required Aggregation Group" shall mean (i) each plan of an Employer in which a Key Employee is a participant plus (ii) each other plan of an Employer that is required to exist in order for the plans contained in clause (i), above, to meet the nondiscrimination requirements of Section 401(a)(4) or 410 of the Code. A "Permissive Aggregation Group" shall mean (i) a Required Aggregation Group plus (ii) any other plan or plans of an Employer that are not part of a Required Aggregation Group but that the Employer elects to treat as being part of the Required Aggregation Group and that satisfy Sections 401(a)(4) and 410(b) of the Code when considered together with the Required Aggregation Group.

An aggregation group (either permissive or required) shall be a "Top-Heavy Group" only if the sum of (i) the present value of the cumulative accrued benefits for Key Employees under all defined benefit plans included in such group and (ii) the total of the accounts balances for Key Employees under all defined contribution plans included in such group exceeds 60% of the cumulative accrued benefits and account balances determined for all Employees and former Employees covered under such plans. For this purpose, account balances shall be computed and adjusted pursuant to the principles of Section 416(g) of the Code. In determining the cumulative accrued benefits and account balances for purposes of the "top-heavy" test:

(a) The present value of the cumulative accrued benefits of all Employees shall be increased by the aggregate distributions made with respect to each such Employee under the plan during the one year period ending on the Determination Date (five years in the case of any distribution made for a reason other than severance from employment, death or disability). This provision shall also apply to distributions under a terminated plan that would have been required to be included in an aggregation group had the plan not been terminated.

(b) The extent to which rollovers and transfers are to be taken into account shall be determined in accordance with the provisions of Section 416 of the Code and the regulations issued thereunder.

(c) The account balances and accrued benefits of (i) an individual who is not currently a Key Employee but who was a Key Employee in a prior Plan Year or (ii) an individual who has not performed any services for the Employer at any time during the one year period ending on the Determination Date, shall be disregarded.

(d) The accrued benefits of a Non-Key Employee under any defined benefit plan in the aggregation group shall be determined under the method, if any, that uniformly applies for accrual purposes under all plans maintained by the Employer, or if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule described in Section 411(b)(1)(C) of the Code.

22.4 Minimum Contribution. For any Plan Year in which the Plan is a Top-Heavy Plan, each Participant who is a Non-Key Employee and who has not separated from service by the end of the Plan Year shall receive a minimum allocation of Employer Contributions to his Account in this Plan (regardless of (a) whether such Participant completed 1,000 or more Hours

of Service during the Plan Year, (b) his level of compensation or (c) whether he declined to have employee contributions made on his behalf under the Plan during such Plan Year) that, when combined with the amount of any other contributions made by the Employer on such Participant's behalf for such Plan Year and any forfeitures allocated to his accounts for such Plan Year under any other defined contribution plans maintained by the Employer, shall equal the lesser of (i) three percent of his Compensation for such Plan Year or (ii) such percentage of his Compensation for such Plan Year as is equal to the highest percentage of Compensation that any Key Employee received in the form of pre-tax employee contributions and Employer Contributions to his Accounts in the Plan for such Plan Year and any forfeitures allocated to his accounts for such Plan Year under any other defined contribution plans maintained by the Employer. Any contributions made to a Non-Key Employee's accounts under this or any other defined contribution plan maintained by the Employer that are made on behalf of such Non-Key Employee pursuant to a cash or deferred arrangement satisfying the requirements of Section 401(k) of the Code may not be used to satisfy this minimum contribution requirement. However, Employer matching contributions shall be taken into account for purposes of satisfying the minimum contribution requirements.

If the Employer maintains a defined contribution plan in addition to this Plan that covers Non-Key Employees who are also covered under this Plan, if the plans are top-heavy for a Plan Year, an eligible Non-Key Employee covered under both plans will receive the top-heavy minimum contribution under the other Plan, if possible, and if not possible, then under this Plan.

If the Employer maintains a defined benefit plan in addition to this Plan that covers Non-Key Employees who are also covered under this Plan, if the plans are top-heavy for a Plan Year, an eligible Non-Key Employee covered under both plans will receive at least a 5% minimum contribution under this Plan (or, if applicable, the defined contribution plan of the Employer determined under the preceding paragraph).

For purposes of this Section 22.4, the term "Compensation" shall have the meaning set forth in Section 5.4.

22.5 Inapplicability of the Top-Heavy Requirements in Certain Situations. The top-heavy requirements of Section 416 of the Code and this Article shall not apply in any Plan Year in which the Plan consists solely of a cash or deferred arrangement that meets the requirements of Section 401(k)(12) of the Code and, if applicable, matching contributions with respect to which the requirements of Section 401(m)(11) of the Code are met.

Pursuant to Section 416(i)(4) of the Code, Section 22.4 does not apply to Employees whose terms of employment and benefits are collectively bargained.

ARTICLE XXIII – MERGER OF PLANS

23.1 Prior Plans. With the prior written approval of the Board of Trustees, any profit sharing plan or other individual account plan qualified under Section 401 of the Code and maintained by the Union or an affiliated local union (any such plan being hereinafter referred to as a "Prior Plan") may be merged into the Plan. In connection with any such merger, the assets of the Prior Plan shall be transferred to the Trustees and become a part of the Trust Fund, and Accounts shall be established on behalf of each Participant in the Prior Plan in which shall be deposited such Participant's share of the transferred assets. Amounts so deposited in a Participant's Account shall retain the character such amounts had under the Prior Plan and shall

thereafter be subject to all of the terms and conditions of this Plan. Notwithstanding the foregoing or any other provision of this Plan, each participant in a Prior Plan that is merged into this Plan shall be entitled to receive a benefit under this Plan (assuming this Plan were to terminate immediately after such merger) equal in value to the benefit such participant would have been entitled to receive under the Prior Plan immediately before such merger if the Prior Plan had been terminated rather than merged into this Plan.

23.2 Prior Pension Accounts. The distribution of a Participant's Prior Pension Account shall be governed by this Section. A "Prior Pension Account" is an account transferred from a pension or retirement plan if such account is subject to the annuity requirements of Sections 401(a)(11) and 417 of the Code.

(a) **When Benefits Are Payable.** The payment of benefits from a Participant's Prior Pension Account shall not be distributable until the earlier of the Participant's attainment of the normal retirement age for purposes of the Prior Pension Account (based on the plan from which the Prior Pension Account was transferred, provided that no amendment to the Plan shall increase such normal retirement age) or Termination of Employment.

(b) **Material to be Provided to the Participant.** At least 30 days (seven days if the Participant executes the appropriate waiver) and no earlier than 180 days before the Participant's Annuity Starting Date, the Committee shall provide a Participant who has a Prior Pension Account the written notices and explanations as appropriate and as required under Code Sections 401(a)(11) and 417 relating to such Prior Pension Account. Such notices shall be provided in a manner consistent with applicable Code provisions. If a Participant receives the written explanation described above prior to his Benefit Starting Date and makes an election (including an appropriate waiver) prior to but less than seven days before his Benefit Starting Date, the distribution of the Prior Pension Account will not commence until at least seven days after the written explanation is provided.

(c) **Normal Form of Benefit Payment.** Unless the Participant elects otherwise, the Prior Pension Account shall be paid in the normal form of payment.

(i) **Married participants.** The normal form of payment with respect to the Prior Pension Account of a Participant who is married on his Annuity Starting Date is a qualified joint and survivor annuity, payable monthly, purchased with the Prior Pension Account balance. The Participant may elect a qualified joint and survivor annuity that provides payments to the surviving spouse equal to either 50% or 75% of the monthly benefit payable to the Participant. If the Participant fails to make an election, the benefit will be paid as a 50% qualified joint and survivor annuity.

(ii) **Unmarried participants.** The normal form of payment with respect to the Prior Pension Account of a Participant who is not married on his Annuity Starting Date is a single life annuity, payable in equal monthly installments, purchased with such Participant's Prior Pension Account balance.

(iii) **Surviving spouses.** Payment of benefits to the surviving spouse of a married Participant who dies before payment of his benefits begin will be paid in the form of a single life annuity purchased with the Prior Pension Account balance.

(d) **Optional Forms of Payment.** Within the 180-day period before the Participant's Annuity Starting Date (the "Applicable Election Period"), the Participant may elect (in such

manner as provided by the Committee) to waive the normal form of payment and receive his Prior Pension Account balance in a lump sum. An election to waive the normal form of benefit may be made (and revoked) at any time (and any number of times) within the Applicable Election Period. Any election made by a married Participant to waive the qualified joint and survivor annuity will not take effect unless (i) the election is made during the Applicable Election Period, (ii) the Participant's spouse consents in writing to the election during the Applicable Election Period, and (iii) the spouse's consent acknowledges the effect of the election and is witnessed by a notary public. Such spousal consent shall not be required if the Participant establishes, in accordance with the provisions of Treasury Regulations Section 1.401(a)-20, Q&A-27 (or any successor regulations), that such Participant's spouse cannot be located, or that such written consent cannot be obtained because of such other circumstances as the Secretary of the Treasury or his delegate may proscribe by regulations. Any consent by a spouse, or establishment that the consent of a spouse cannot be obtained, shall be effective only with respect to such spouse. A surviving spouse of a Participant may elect, within the 180-day period preceding the surviving spouse's Annuity Starting Date, to waive the normal form of payment and receive the surviving spouse's benefit in the form of a lump sum.

IN WITNESS WHEREOF, the foregoing Plan hereby adopted this ____ day of
_____, 201_____, effective as provided herein.

Union Trustees


Signature

Signature

Signature

Employer Trustees



Signature


Signature

Signature

