TOC-WOODWORKERS, IAM

DEFINED CONTRIBUTION PLAN AND TRUST

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ARTICLE 1

AGREEMENT AND DESIGNATION OF TRUST

1.1 Effective Date. The restated Plan and Trust is effective as of June 1, 2002. This Plan and Trust was originally established for hours worked after May 31, 1986.

1.2 Plan and Trust History. The bargaining parties agreed in April, 1986, to establish this defined contribution Plan and Trust for hours worked after May 31, 1986, and to stop accruing benefits under the Timber Operators Council, Inc.-I.W.A. Pension Plan (terminated as of May 31, 1986). The bargaining parties are:

1.2.1 Labor. Woodworkers District Lodge 1, IAM, AFL-CIO (effective May 1, 1994); previously known as: International Woodworkers of America, U.S., AFL-CIO (July, 1987 to April 30, 1994); Western States Regional Council No. III, International Woodworkers of America, AFL-CIO (prior to July, 1987).

1.2.2 Management. Timber Operators Council, Inc.

1.3 ERISA Compliance. This Plan and Trust agreement complies with the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended.

ARTICLE 2

DEFINITIONS

The following words shall have the following meanings unless the context clearly indicates otherwise:

2.1 **"Account Balance"** means a Participant's Account Balance derived from a Participant Employer's contribution to this Plan. Account Balance does not include a rollover from another plan which shall be held in a separate vested account.

2.2 **"Administrator"** shall mean the Administrator provided in Article 3 hereof.

2.3 **"Annual Compensation"** shall mean the amount of all W-2 earnings for personal services paid to the Participant by the Employer in the Plan Year increased by elective contributions that are made by Employer on behalf of the Participant that are not includible in gross income under IRC §125; §132(f); §402(e)(3); §402(h) and §403(b). Except as otherwise provided in the Plan, Annual Compensation includes only compensation actually paid or included in gross income during the Limitation Year.

2.3.1 Limit. The maximum Annual Compensation for determining all benefits under the Plan shall not exceed the sum of $200,000. The $200,000 maximum Annual Compensation shall be adjusted for cost-of-living increases in accordance with IRC §401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year shall apply to Annual Compensation for the determination period that begins with or within such calendar year. The maximum Annual Compensation shall be reduced if the period of time to calculate compensation shall be less than 12 months. The annual maximum compensation shall then be the applicable Annual Compensation multiplied by a fraction, the numerator of which shall be the number of months in the short Plan Year and the denominator of which shall be 12.

2.3.2 Self-Employed. Annual Compensation for a self-employed person shall mean the self-employed person's net earnings, prior to any Elective Deferral to the 401(k) portion of this Plan and all other qualified plans, from self employment in the trade or business with respect to which the Plan is established and for which personal services are a material income-producing factor. Net earnings shall be reduced by Employer contributions to a qualified plan which shall be deductible under IRC §404. Net earnings shall be determined after the deduction permitted to the taxpayer by IRC §164(f). A "self-employed person" means an individual who has earned income for the taxable year from the trade or business for which the Plan is established. Including an individual who would have had earned income but for the fact that the trade or business had no net profits for the taxable year.

2.3.3 Annual Compensation Inclusions. For purposes of applying the limitations described in Sections 6.1 and 6.4 of the Plan, compensation paid or

made available during such Limitation Years shall include any elective deferral (as defined in IRC §402(g)(3)), and any amount which is contributed or deferred by the employer at the election of the employee and which is not includible in the gross income of the employee by reason of IRC §§125, 132(f)(4), or 457. This provision shall also apply to the definition of compensation for purposes of Article 5 of the Plan.

2.4 **"Association"** means the TOC Management Services, an Oregon corporation.

2.5 **"Benefit Hours of Service"** means an Hour of Service for which contributions are required to be made by a Participating Employer on behalf of a Participant.

2.6 **"Benefiting."** A participant is treated as benefiting under the Plan for any plan year during which the participant received or is deemed to receive an allocation in accordance with Treas. Reg. § 1.410(b)-3(a).

2.7 **"Board"** means the Boart of Trustees of this Plan and Trust.

2.8 **"Custodian"** means the bank or trust company appointed pursuant to Article 12.

2.9 **"Disability"** shall be as defined in Article 8.

2.10 **"District 1"** means the Woodworkers District Lodge 1, IAM, AFL-CIO.

2.11 **"Early Retirement Date"** shall mean the later of the date:

(a) on which a vested Participant shall reach age 55; or

(b) after age 55 when a Participant shall become vested if the Participant shall not be vested at age 55.

2.12 **"Effective date"** means the effective date of this restated Plan which is June 1, 2002. This Plan was originally effective June 1, 1986.

2.13 **"Eligibility Hour of Service"** means an Hour of Service for which eligibility service is earned pursuant to Article 4.

2.14 **"Employee"** shall mean a person employed by a Participating Employer.

2.15 **"Highly Compensated Employee"** shall include an active Employee or former Employee. An Employee, who performs services for Employer at any time during the current Plan Year, shall be a Highly Compensated Employee if the Employee:

(a) during the Plan Year or the preceding Plan Year ("Look Back Year") was a 5-percent owner at any time; or

(b) during the Look Back Year received compensation from the Employer in excess of $90,000, and

(b) during the Look Back Year:

(i) received compensation from the Employer in excess of $90,000, as indexed, and

(ii) was in the top-paid group of Employees for such year. An Employee is in the top-paid group of Employees if such Employee is in the group consisting of the top 20-percent of the Employees when ranked on the basis of compensation paid during such year.

2.15.1 Non-Highly Compensated Employee. An Employee who is not a Highly Compensated Employee is a "non-Highly Compensated Employee" or "NHCE."

2.15.2 Compensation. Compensation, for purposes of determining who is a Highly Compensated Employee, shall mean Annual Compensation as defined in Section 2.2, above, including any amounts excluded from income under IRC §125, §132(f), §402(g)(3), or §457. The indexing of the $90,000 shall be made pursuant to IRC §415(d), for purposes of determining who is a Highly Compensated Employee.

2.15.3 Former Highly Compensated Employee. A former highly compensated employee includes any Employee who separated from service prior to the Plan Year, performs no service for the Employer during the Plan Year, and was a highly compensated active employee for either (i) the Plan Year the Employee separated from service; or (ii) any Plan Year ending on or after the Employee attained age 55.

2.16 **"Hour of Service"** shall mean

(a) each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. The hours shall be credited to the Employee for the Computation Period in which the duties shall be performed; and

(b) each hour for which an Employee is paid, or entitled to payment, by the Employer for a period of time during which no duties were performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service shall be credited under this paragraph for any single continuous period (whether or not the period occurs in a single Computation Period). Hours under this paragraph shall be calculated and credited pursuant to §2530.200b-2 of the Department of Labor Regulations; and

(c) each hour for which back pay, irrespective of mitigation of damages, shall be either awarded or agreed to by the Employer. The same Hours of Service shall not be credited both under paragraph (a) or paragraph (b), as the case may be, and under this paragraph (c). These hours shall be credited to the Employee for the Computation Period or periods for which the award or agreement pertains rather than the Computation Period in which the award, agreement or payment shall be made.

All service with any employer aggregated with Employer under IRC §§414(b), (c), (m), (n) or (o), and the regulations thereunder, shall be credited as service with the Employer. In the case of an individual deemed under IRC §414(n) to be an employee of any employer aggregated with Employer under IRC §§414(b), (c), (m), (n) or (o), and the regulations thereunder, service with such employer shall be credited to such individual.

2.17 **"Inactive Participant"** means a former Participant for whom contributions are not required to be made to the Plan.

2.18 **"Investment Manager"** means a fiduciary: (a) who has the power to manage, acquire, or dispose of any assets of the Plan; (b) who is (i) registered as an Investment Adviser under the Investment Advisers Act of 1940; (ii) is a bank, as defined in the Act; or (iii) is an insurance company qualified to perform services described in subparagraph (a) under the laws of more than one State; and (c) has acknowledged in writing that it is a fiduciary with respect to the Plan.

2.19 **"Limitation Year"** shall mean the Plan Year: the 12 month period ending on May 31st.

2.20 **"Local Lodge"** means a union charted by, or affiliated with, the IAM, AFL-CIO.

2.21 **"One Year Break in Service"** shall mean, except as provided in Article 10, the 12 consecutive months in which a Participant was employed by a Participating Employer for not more than 300 Benefit and/or Eligibility Hours of Service in a year. The 12 consecutive months to calculate a Break in Service shall be the Plan Year. A Participant shall receive credit of not more than 301 Hours of Service to prevent a One Year Break in Service if the Participant shall be absent from work for any period of time because of the placement of a child with the Employee in connection with the adoption of a child or because of the Participant's pregnancy, birth of a child, or caring for a child immediately after the birth or placement of a child with the Participant. During the absence, the Participant shall receive credit for Hours of Service which the Employee normally would have been credited or eight hours per day if the Board shall be unable to determine the Hours of Service which the Participant normally would have been credited during the absence. The number of Hours of Service credited to the Participant shall equal the minimum number of Hours of Service necessary to prevent a One Year Break in Service. The Hours of Service credited under this paragraph shall be granted in the Plan Year in which the absence shall commence if the credited Hours of Service shall be necessary to prevent a One Year Break in Service; otherwise, the Hours of Service shall be credited in the immediate following Plan Year. The Hours of Service credited under this provision shall be only for the purpose of preventing a break in service and shall not be credited to either Benefit Hours of Service or Eligibility Hours of Service. The Board shall establish reasonable rules which shall permit a Participant to establish the duration of an absence and that the absence is for a reason set forth above. Any Participant who is reemployed under USERRA shall be treated as not having incurred any One Year Break in Service by reason of the Participant's period of qualified military service.

2.22 **"Participant"** shall mean:

(a) an Employee of a Participating Employer on whose behalf the Participating Employer is required to make contributions to the Plan and who has satisfied the Plan's eligibility requirements;

(b) an employee of District 1: (1) on whose behalf contributions are payable to the Plan; and (2) who is not a participant in another negotiated qualified plan which has been bargained for in good faith and to which District 1 contributes.

2.23 **"Participating Employer"** or **"Employer"** means an employing unit, which has qualified and agreed to participate in this Plan, and is required to contribute to the Plan and the eligible employees of which unit share in the Plan's benefits.

2.24 **"Participation Agreement"** means a written agreement between a Participating Employer and the Board setting forth the basis on which contributions are to be made to this Plan.

2.25 **"Parties"** means the "Association" and "District 1".

2.26 **"Plan"** shall mean this Plan and Trust.

2.27 **"Plan Year"** shall mean the period from June 1 of any calendar year to May 31 of the next calendar year.

2.28 **"Qualified Domestic Relations Order"** or **"QDRO"** shall mean a domestic relations order which creates or recognizes an Alternate Payee's rights to, or assigns to an Alternate Payee, all or a portion of the Participant's account balance. The domestic relations order shall specify: (a) the name and last known mailing address of the Participant and each Alternate Payee; (b) the amount or percentage of the Participant's account balance payable to each Alternate Payee or the method to calculate the amount payable to each Alternate Payee; (c) the number of payments or periods to which the order shall apply; and (d) a statement that the order shall apply to this Plan. The reasonable expenses of determining the qualification and implementation of a QDRO shall be allocated to the Participant unless the QDRO provides that the expenses are shared with the Participant and alternate payee.

2.28.1 Administrative Determination. The Administrator shall determine whether a domestic relations order is a "Qualified Domestic Relations Order" upon following consistently applied reasonable procedures adopted by the Administrator.

2.28.2 Definitions. For purposes of this Section, the following definitions shall apply:

(a) A domestic relations order shall mean any judgment, decree, or order (including approval of a property settlement agreement) which:

(1) relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child, or other dependent of a Participant, and

(2) is made pursuant to a state domestic relations law (including a community property law).

(b) An "Alternate Payee" means any spouse, former spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits payable under a plan with respect to such Participant.

2.28.3 Special QDRO Rule. A domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") will not fail to be a QDRO: (a) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (b) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death. This Section is effective April 6, 2007.

2.29 **"Retiree"** shall mean a former Participant who is receiving benefits from this Plan.

2.30 **"Retirement Date"** shall mean the date on which a Participant shall reach the age of 65.

2.31 **"TOC-IWA Pension Plan"** shall mean the Timber Operators Council, Inc.-I.W.A. Pension Plan, the defined benefit pension plan maintained by the Parties that was terminated on May 31, 1986.

2.32 **"Year of Service"** shall mean a Plan Year in which an Employee was employed by a Participating Employer for at least 750 Hours of Service.

2.33 **"Year of Service"** shall mean a Plan year in which an employee was employed by a Participating Employer for at least 750 Benefit Hours of Service, 750 Eligibility Hours of Service or a combination of 750 Benefits Hours of Service and/or Eligibility Hours of Service.

ARTICLE 3

ADMINISTRATION OF THE PLAN

3.1 Board as Administrative Agency. The Plan shall be administered by the Board which shall convene at least twice each Plan Year.

3.2 Composition of Board and Co-Chairs. The Board shall consist of six members, three of whom shall be selected by the Association and three of whom shall be selected by District 1. Each Party may appoint an alternate trustee who shall serve in the absence of a trustee. Each Party shall certify to the Board's co-chairs the names of the members of the Board selected by it. Either Party may remove and replace any of its Board members at any time by written notice to the other Party and to the Board's co-chairmen. The Board may designate the Administrator to record its proceedings and maintain its records. The union trustees shall select one co-chair and the employer trustees shall select the other co-chair. A co-chair shall preside at alternative meetings of the Board. However, if a co-chair shall not be present at a meeting, the other co-chair shall preside at the meeting.

3.3 Board Meetings. Two Board members selected by the Association and two Board members selected by District 1 shall constitute a quorum. All decisions of the Board shall be by unanimous vote. The members appointed by the Association shall have one vote and the members appointed by District 1 shall have one vote. In the event of any dispute which cannot be settled by the Board, the Board shall then appoint an impartial chairman who shall have one vote. The Board shall apply to the presiding judge of the Federal District Court for the District of Oregon to appoint a person to act as an impartial person if the Board shall be unable to agree upon an impartial person.

3.4 Board Powers. The Board shall have all power necessary to implement the purposes of the Plan, including without limitation all of the following provisions.

3.4.1 Interpretation. The Board shall have discretionary authority: to interpret and construe the provisions of the Plan; to adopt rules and regulations necessary to carry out the purposes of the Plan; to determine an individual's eligibility for benefits and the amount of benefits; to decide any disputes which may arise relative to the rights of Participants, past and present, and beneficiaries under the terms of this Plan; to give instructions and directions to the Plan's agents; and to direct the administration of the Plan.

3.4.2 Employment of Agents. The Board shall have the right to employ or discharge agents, the Custodian, and any Investment Manager and may rely upon the written opinions or certificates of any agent, counsel, certified public accountant, actuary, Investment Manager, physician or fiduciary. The cost of all agents, the Custodian or an Investment Manager shall be paid by the Plan.

3.4.3 Allocation of Fiduciary Responsibility. The Board may allocate fiduciary responsibilities, other than the Trustee's responsibilities, to other fiduciaries. If the Board shall make an allocation, then the specified fiduciary shall be responsible for the allocated duties and the other fiduciaries shall not be liable for any breach of fiduciary responsibility for the allocated duties except as set forth in the next sentence. A fiduciary shall not be liable or responsible for the acts of commission or omission of another fiduciary unless: (a) the fiduciary knowingly participated in, or knowingly attempted to conceal, the act or omission of another fiduciary and the fiduciary knew the act or omission was a breach of a fiduciary responsibility by the other fiduciary; or (b) the fiduciary has knowledge of a breach by the other fiduciary and shall not make reasonable efforts to remedy the breach; or (c) the fiduciary's breach of a fiduciary responsibility permitted the other fiduciary to commit a breach.

3.4.4 Administration. The Board shall have the right to enter into agreements with an Administrator to administer the Plan and to maintain all Plan records.

3.4.5 Delegation of Duties. The Board shall have the right to delegate duties to a third party or committee, including an executive committee, which shall be composed of an equal number of Association Board members and District 1 Board members. A committee shall have the duties and rights delegated to the committee by the Board.

3.4.6 Collection of Payments. The Board shall collect required payments to the Plan. To implement this responsibility, the Board may require audits or reports in a number and a form which it deems necessary or desirable from all parties associated with the Plan. The Board may assign for collection or institute legal proceedings to collect any amount due to the Plan.

3.4.7 Authorization of Expenses. The Board shall authorize all payments for the Plan's expenses which the Board shall determine to be reasonable, necessary or desirable. The expenses shall be expenses of the Plan.

3.4.8 Pension Review Committee. The Board shall appoint a Pension Review Committee to provide a full and fair review of a Participant's or beneficiary's claim.

3.4.9 Bonding. The Board shall provide for the financial bonding of the Administrator (if the Administrator does not maintain its own bond) and for bonding of other employees, members of the Board or fiduciaries as may be required by law and shall pay the costs of such bonding from the Plan's assets.

3.4.10 Indemnity. From the Plan's assets, the Board shall indemnify a member or former member of the Board against any and all claims, losses, damages, expenses and liabilities arising from any act of commission or omission if the act is determined, either by a court or a neutral party, not to be a breach of fiduciary responsibility by the member of the Board. From the Plan's assets, the Board may indemnify a fiduciary or the Administrator against any and all claims, losses,

damages, expenses and liabilities arising from any act of commission or omission if the act is determined, either by a court or a neutral party, not to be a breach of fiduciary responsibility by the fiduciary or Administrator. The indemnification may include reasonable attorney's fees and all other costs and expenses reasonably incurred by the member of the Board, a fiduciary or the Administrator in defense of any action brought against the individual or entity arising from the act of commission or omission.

3.4.11 Payment by Mistake of Fact or Law. If a payment shall be made by mistake of fact or law, the Board of Trustees shall have the right to return to the employer the payment within six months after the date of the determination that payment was made to the Plan by mistake of fact or law.

3.4.12 Payment of Benefits. The Board may authorize payment of benefits to which an individual is entitled: (a) to the individual; (b) to any person having custody of the individual; (c) to the legal guardian of the property of the individual; or (d) to any person who, or corporation which, shall be furnishing maintenance, support, services or hospitalization to the individual. The receipt of a person or corporation to whom, or to which, the disbursements are made shall be a sufficient release for the Board and the recipient shall not be required to account to the Board, to any court, or to any other person for the disposition of the proceeds.

3.4.13 Other Acts. The Board shall perform all other acts, whether or not expressly described or referred to above, which may be necessary, proper or desirable to implement the objectives and provisions of the Plan. The Board shall have the right to determine who shall be the beneficiary of a payment which originates, as a dividend or from the contingency reserve, from the participating annuity issued by Metropolitan Life Insurance Company. The Board, shall have authority, in its discretion, to take voluntary corrective action that is reasonable and necessary to remedy any inequity defect that results from incorrect information received or communicated in good faith, or from administrative or operational error. Such steps may include, but shall not be limited to: (a) taking any action required or permitted under the employee plans compliance resolution system of the Internal Revenue Service ("IRS"), as amended from time to time, any asset management or fiduciary conduct error correction program available through the Department of Labor ("DOL"), any similar correction program instituted by the IRS, DOL or other administrative agency; (b) reallocating Plan assets or making adjustments in amounts of future payments to Participants, beneficiaries or alternate payees; and (c) instituting and prosecuting actions to recover benefit payments made in error or on the basis of incorrect or incomplete information.

3.5 Annual Certified Audit. An annual certified audit of the Plan shall be made by a competent firm of certified public accountants selected by the Board. A statement of the results of the annual audit shall be delivered to the Board as soon as possible after completion of the audit.

ARTICLE 4

ELIGIBILITY OF EMPLOYEES TO PARTICIPATE IN THE PLAN

4.1 Effective Date of Contributions for an Employee. The effective date of contributions on behalf of an employee shall be the first day for which a Participating Employer is required to make contributions to the Plan on behalf of the employee.

4.2 Eligibility to Participate. An employee shall be eligible, and shall participate, if the employee shall satisfy either of the following requirements:

(a) the employee had a Benefit Hour of Service in the TOC-I.W.A. Pension Plan after May 31, 1984 and before June 1, 1986 and had not retired or died before May 1, 1986 and was vested either by the terms of the Timber Operators Council, Inc.-I.W.A. Pension Plan or by that Plan's termination;

(b) all other employees shall complete 750 Hours of Service in the employment of a Participating Employer within 12 consecutive months commencing with the date on which the employee shall first perform an Hour of Service for a Participating Employer. However, if an employee shall not complete the 750 Hours of Service within this period of time, the 750 Hours of Service shall be measured by the Plan Year; the first Plan Year used in the computation shall include the anniversary date of the employee's commencement of employment.

4.3 Entry Date. An employee shall become a Participant on the first day of the Plan Year in which the employee shall complete the 750 Hours of Service requirement under Section 4.2(b), except as set forth in Section 6.1.2.

4.4 Inactive Participants. An Inactive Participant shall be a Participant upon completion of an Hour of Service if the Inactive Participant was either vested or incurred a One Year Break in Service but had not incurred five consecutive One Year Breaks in Service. An Inactive Nonvested Participant who has incurred five consecutive One Year Breaks in Service shall be required to reestablish eligibility pursuant to this Article.

4.5 Eligibility Service. Eligibility Hours of Service, which are not part of Benefit Hours of Service, shall be used in addition to Benefit Hours of Service for the purpose of determining qualification for, and vesting of, benefits. Benefits under the Plan shall be based on all Benefit Hours of Service and not Eligibility Hours of Service. Eligibility Hours of Service is employment which qualifies in any one of the following categories:

(a) employment with a Participating Employer after the employer's effective date of participation in a job classification for which contributions are not required, provided that the employee moves without a termination of employment to a job classification with the same employer for which contributions are required;

(b) employment with a Participating Employer, affiliate or subsidiary of that employer in a job classification for which contributions are not required, provided that the employee moves without a termination of employment from a job classification with the same employer for which contributions were required;

(c) employment as a union official or representative after participation if the Participant is granted a leave of absence to act as a union official or representative under the terms of the collective bargaining agreement by the last Participating Employer which was required to contribute to the Plan on behalf of the employee when the employee was a Participant in this Plan or in the Timber Operators Council, Inc.-I.W.A. Pension Plan.

4.6 Determination of Eligibility Service. A Participant shall receive 190 Eligibility Hours of Service for each full calendar month of employment.

4.7 No Duplication of Service. A Participant shall not receive Eligibility Hours of Service and Benefit Hours of Service for the same Hour of Service.

ARTICLE 5

EMPLOYER PARTICIPATION AND CONTRIBUTIONS

5.1 Eligibility. An employer shall be eligible to participate in this Plan which (a) is a party to a collective bargaining agreement with a Local Lodge which requires the employer to contribute to the Plan; or (b) elects to participate in the Plan pursuant to a collective bargaining agreement with a Local Lodge; or (c) is District 1 or a Local Lodge; or (d) is the Administrator.

5.2 Effective Date. The effective date of participation of a Participating Employer shall be the first day on which the employer is required to make contributions to the Plan under the employer's Participation Agreement.

5.3 Payment. Each Participating Employer shall make monthly contributions to the Plan from its effective date of participation. A Participating Employer with an effective date of participation prior to the date of execution of its Participation Agreement shall pay to the Plan, within 30 days from the date of execution of the employer's Participation Agreement, the amount necessary to bring its payments current.

5.4 Rate of Contribution. Each Participating Employer shall contribute and pay to the Plan an amount determined by a collective bargaining agreement entered into between the employer and a Local Lodge. If the employer has no collective bargaining agreement, the amount shall be fixed and determined by either the collective bargaining agreement under which the employer has elected to participate under Section 5.1(b) or the employer's Participation Agreement.

5.5 Contributions as Debt of Employer. All of a Participating Employer's payments shall constitute a debt of the employer which is collectible by the Plan.

5.6 Payment as Satisfaction of Financial Obligation. Payment by a Participating Employer of the required contributions and other payments shall be a complete discharge of its financial obligation under this Plan except as provided by law.

5.7 Records to Board. Each Participating Employer shall provide with each monthly payment to the Plan a report containing the information the Board requires to enable the Board to properly administer the Plan. On request of the Board, an employer shall make available for examination by the Board, or its designated representative, all payroll and employment records reasonably required to enable the Board to properly and effectively perform its functions. The Board shall have the right, at any time, to audit the payroll and employment records of any current or former Participating Employer to determine that appropriate reports and contributions are, or were, made for all compensable hours of covered employees.

5.8 Failure to Make Contributions.

5.8.1 Liability. A current or former Participating Employer which fails or refuses to make any required contribution or file any report by the due date shall be liable for the delinquent contribution, interest on the delinquent contribution at the rate of the U. S. National Bank of Oregon's prime interest rate plus 2 percent, liquidated damages, costs, disbursements, reasonable auditors' fees, reasonable attorneys' fees and other expenses incurred in connection with the collection whether or not an action or suit shall be filed to collect the delinquent contribution. In addition, the Employer shall be liable to reimburse the Participant for the amount required pursuant to applicable fiduciary requirements or Department of Labor regulations. The Board may take any action against the delinquent employer as it, in its discretion, deems advisable, including bringing suit or action in any court of competent jurisdiction to compel an accounting and to recover the employer's liability to the Plan. If a suit or action shall be filed, there shall be added to the obligation of the delinquent employer, as set forth above, reasonable expenses of litigation and reasonable auditors' fees and reasonable attorneys' fees on any trial or any appeal thereof. Attorneys' fees and auditors' fees paid by the Plan shall be presumed to be reasonable. The Participating Employer hereby waives any defense based on the statute of limitations.

5.8.2 Termination. A Participating Employer shall be terminated from future participation in the Plan and its Participants shall lose all future benefit accruals if the Participating Employer shall be delinquent in its contributions for more than one month past the month in which the contributions were required to be paid to the Plan. The Board, in its sole discretion, shall determine if a terminated Participating Employer and its Participants shall be readmitted to the Plan.

5.8.3 Underpayment. If an underpayment shall be discovered, the underpayment shall be corrected and shall be added to the contribution made for the Plan Year of collection. This amount shall be added to the contribution made in the Plan Year of collection and allocated in the year collected in the same manner and among the Participants not excluded, as defined below, based on the contribution for the Plan Year in which the underpayment occurred. The allocation shall not be made to Participants whose Account Balance shall have been distributed at the time of allocation. Any deficiency not allocated shall be paid to the Plan's suspense account.

5.9 Overpayment of Contributions.

5.9.1 Without Mistake of Fact. If a Participating Employer shall make an overpayment without a mistake of fact, the Participating Employer shall not be entitled to recoup any part of the excess and it shall remain to the credit of the accounts of the Participants to whom it was allocated for the Plan Year in which the contribution was made. The overpayment shall not reduce the amount of any contribution by the Participating Employer in any subsequent Plan Year.

5.9.2 Mistake of Fact. If an overpayment shall be made by mistake of fact, the Board shall have the right to:

(a) allow all, or a portion, of the excess to remain in the Plan and remain to the credit of the accounts of the Participants to whom it was allocated; or

(b) return to the Participating Employer all, or a portion, of the excess contribution within one year after the payment of the contribution.

5.10 Liquidated Damages. The regular and prompt payment of employer contributions to the Plan is essential to the maintenance of the Plan. The amount of liquidated damages resulting from any failure to promptly make contributions shall be the greater of 20 percent of the amount of the contribution due or $50. This amount shall become due and payable by the delinquent employer to the Plan upon the day immediately following the day on which the contribution becomes delinquent and shall be payable in addition to the delinquent contribution.

5.11 Jurisdiction. All disputes between the Plan or its Board and a Participating Employer shall be filed and adjudicated in either the appropriate Court of the State of Oregon in Multnomah County or the United States District Court for the District of Oregon.

ARTICLE 6

ALLOCATION OF CONTRIBUTIONS

6.1 Allocations. Participating Employer contributions shall be allocated as provided in this Article.

6.1.1 General Rule. Each Participant shall be credited with the Participating Employer's contribution made on the Participant's behalf according to Section 5.4. An allocation shall be made for the Participant in the first Plan Year in which the Participant shall participate in the Plan commencing on the date on which the employee shall become a Participant in the Plan pursuant to Section 4.2. Except as provided in Section 6.1.2, below, a Participant, or former Participant, after satisfying the Plan's initial eligibility requirement, shall receive an allocation for a Plan Year if the Participant shall have 300 Benefit Hours of Service and/or Eligibility Hours of Service in a Plan Year. In addition, a Participant with less than 300 Benefit Hours of Service and/or Eligibility Hours of Service shall receive an allocation for the Plan Year or the Plan Year following the Plan Year in which the Participant's employment shall be terminated by a shut down or discontinuance of a plant or department which is certified by the Board.

6.1.2 Employers Who Commence Participation After November 30. If an employer shall become a Participating Employer after November 30, then an employee employed on the effective date shall receive an allocation in the first Plan Year if the employee shall have 300 Benefit Hours of Service and/or Eligibility Hours of Service in the first Plan Year if the employee shall either:

(a) complete 750 Hours of Service within 12 consecutive months commencing with the effective date; or

(b) complete 750 Hours of Service in the first Plan Year commencing June 1 following the employer's effective date of participation.

6.2 Participant's Rights. The fact that an allocation shall be made and credited to the Participant's Account Balance shall not vest in the Participant any right, title or interest in and to any asset except at the time or times and upon the terms and conditions expressly set forth in this Plan.

6.3 Annual Addition Limit. An annual addition to all Participating Employer defined contribution plans made for a Participant in a Plan Year that shall not exceed the lesser of: (a) 100 percent of the Participant's Compensation, as defined below, or (b) $40,000 (indexed). All Participating Employer defined contribution plans, whether or not terminated, shall be treated as one plan for purposes of the foregoing calculation.

6.3.1 Annual Addition Definition. The annual addition shall consist of the Participating Employer's contribution; the Participant's contribution, excluding

catch up contributions described in IRC §414(v); forfeitures; contributions to an individual medical account, as defined in IRC §415(l)(2), which is part of a pension or annuity plan maintained by Employer; and amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee under a welfare benefit fund as defined in IRC §419(e) which is maintained by the Employer.

6.3.2 Participant's Compensation. The Participant's Compensation, which is in excess of the compensation which would be required to produce the maximum annual addition, shall be disregarded for purposes of the Participating Employer's contribution to the Plan or plans. The Participating Employer shall estimate a Participant's Compensation and the annual addition based thereon prior to the end of the Limitation Year. As soon as administratively feasible after the end of the Limitation Year, Participating Employer shall determine the Participant's actual Compensation, the annual addition thereon and the Participant's excess annual addition.

6.3.3 Excess Annual Addition. A Participant's excess annual addition shall mean the difference between the Participant's annual addition, without any limitation, minus the Participant's maximum permissible amount for the Limitation Year. The 100-percent maximum compensation in the definition of annual addition shall not apply to any contribution to an account for medical benefits after separation from service pursuant to IRC §401(h) or §419A(f)(2) which is treated as an annual addition under IRC §415(l)(1) or §419A(d)(2). If a short Limitation Year shall be created because of an amendment to the Limitation Year, the maximum defined contribution dollar limitation shall be the maximum dollar limitation multiplied by a factor, the numerator of which shall be the number of months in the short Limitation Year and the denominator shall be 12 months.

6.3.4 No Aggregation. No other multiemployer plan shall be aggregated with this Plan for purposes of applying the limits of IRC §415

6.4 Correction Of Excess Annual Additions. The Administrator shall take the following steps if an excess annual addition would have been made to a Participant's account.

6.4.1 Employee Contributions. The Administrator shall return all Employee contributions, including elective deferrals within the meaning of IRC §402(g)(3), and the gains or loss thereon for the Plan Year and the allocated gain or loss for the period of time between the end of the Plan Year to the date of distribution in excess of the amount set forth in the preceding sentence.

6.4.2 Suspense Account. The Administrator shall reallocate Participating Employer contributions to a suspense account. If the Participating Employer shall have more than one defined contribution plan, the reallocation to the suspense account first shall be made in the Participating Employer's other defined contribution plan. Investment gains or losses shall not be allocated to the

suspense account. Within a reasonable period of time after the end of each Plan Year, the total amount in the suspense account shall be withdrawn and allocated. The amount in the suspense account, which shall not be reallocated for the Plan Year, shall remain in the suspense account and reallocated at the end of the next Plan Year.

6.4.3 Plan Termination. Upon termination or complete discontinuance of the Plan, the maximum amount of assets permitted by law shall be reallocated and the balance, if any, after the reallocation shall be returned to the applicable Participating Employer.

6.4.4 Distribution Restriction. Excess annual additions may not be distributed or otherwise payable in any form to Participants or former Participants.

6.5 "Compensation" Definition. For purposes of this applying the annual addition limitation rules under this Article, the term "Compensation" shall mean "Annual Compensation" as defined in Section 2.3 modified as provided in this section.

6.5.1 Inclusions. "Compensation" shall include elective or salary deferrals under IRC §§402(g)(3), 125, 132(f), or 457.

6.5.2 Exclusions. "Compensation" shall exclude:

(a) contributions by Employer to a deferred compensation plan, other than elective contributions described in IRC §§402(e)(3), 408(k)(6), 408(p)(2)(A)(i) or 457, which are not includible in an Employee's gross income for the taxable year in which contributed; or Employer contributions to a simplified employee pension plan, to the extent that the contributions are deductible by the Employee; or any distribution from a deferred compensation plan;

(b) amounts realized from the exercise of a nonqualified stock option, or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

(c) amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and

(d) amounts which receive special tax benefits.

6.5.3 Payments After Severance Of Employment. Compensation shall include amounts earned during a limitation year but that are paid after the limitation year due to the timing of pay periods and pay dates under Treas. Reg. §1.415(c)-2(e)(2). In addition, compensation shall include the following payments made within 2½ months after severance from employment are included in compensation:

(a) payments that, absent a severance from employment, would have been paid to the employee while the employee continued in employment with the employer and are regular compensation for services during the employee's regular working hours, compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation;

(b) payments for accrued bona fide sick, vacation or other leave, but only if the employee would have been able to use the leave if employment had continued;

(c) payments to an individual who does not currently perform services for the employer by reason of qualified military service (within the meaning of IRC §414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the employer rather than entering qualified military service.

ARTICLE 7

RETIREMENT BENEFITS

7.1 Normal Retirement. A Participant may retire on or after the Retirement Date.

7.1.1 Vesting. A Participant shall be 100-percent vested in the Participant's Account Balance if the Participant shall retire on or after the Retirement Date.

7.1.2 Deferral. A Participant may defer the payment of benefits until after the Participant's actual termination of employment if the Participant shall retire on or after the Retirement Date.

7.1.3 Payment. The Participant's vested Account Balance shall be paid pursuant to Article 11.

7.1.4 Allocation In Year Of Retirement. A Participant shall be eligible for an allocation from a Participating Employer's contribution in the Plan Year in which the Participant shall retire on or after the Retirement Date even though the Participant shall not have 300 Benefit Hours of Service in the Plan Year.

7.3 Early Retirement Benefit. A vested Participant may retire on or after the Early Retirement Date.

7.3.1 Deferral. A Participant may defer the payment of benefits until after the Participant's actual termination of employment if the Participant shall retire on or after the Early Retirement Date.

7.3.2 Payment. The Participant's Account Balance shall be paid pursuant to Article 11.

7.3.3 Allocation In Year Of Retirement. A Participant shall be eligible for an allocation from a Participating Employer's contribution in the Plan Year in which the Participant shall retire on or after the Early Retirement Date even though the Participant shall not have 300 Benefit Hours of Service in the Plan Year.

ARTICLE 8

DISABILITY BENEFITS

8.1 Vested Benefit. A vested disabled Participant shall be paid the Participant's Account Balance pursuant to Article 11. A vested disabled Participant may retire at any age. A disabled Participant shall be eligible for an allocation from a Participating Employer's contribution in the Plan Year in which the Participant shall become disabled even though the Participant shall not have 300 Benefit Hours of Service in the Plan Year.

8.2 Definition Of, And Qualification For, Disability. The term "disability" shall mean the inability to engage in any substantial, gainful activity by reason of a medically determinable impairment that may be expected to be of long, continued and indefinite duration. The Participant shall not be entitled to receive a disability retirement benefit if the disability were incurred during, or results from, any military service.

8.3 Application For Benefits. A Participant shall file an application for disability benefits. A Participant's application for disability benefits shall contain a medical certification that the Participant is disabled as defined in Section 8.2. A Social Security disability pension shall be some evidence of disability as defined in 8.2 but shall not be the sole criteria for the Participant to be eligible to receive disability retirement benefits from this Plan. The Board may require the Participant to submit to a physical examination by a physician or surgeon selected by the Board and at the expense of the Plan.

ARTICLE 9

DEATH BENEFITS

9.1 Vested Benefit. A vested deceased Participant's Account Balance shall be paid to the Participant's beneficiary and the terms of this Plan pursuant to Article 11. A deceased Participant shall be eligible for an allocation from a Participating Employer's contribution in the Plan Year in which the Participant shall die even though the Participant shall not have 300 Benefit Hours of Service in the Plan Year.

9.2 Proof Of Death. Due Proof of Death of a Participant shall consist of a certified copy of a death certificate, or, if a death certificate is unavailable, any similar document deemed acceptable by the Board. No benefits shall be payable to a beneficiary until Due Proof of Death of a Participant shall have been delivered to the Board.

9.3 Beneficiary Provisions. A Participant's spouse shall be the Participant's beneficiary unless the spouse shall consent to the designation of another beneficiary.

9.3.1 Spousal Consent. The spouse's consent shall be written; shall be valid only for that spouse; shall be witnessed by a Plan representative or a notary public; shall designate a beneficiary or class of beneficiaries; shall designate a form of payment of benefits; and shall acknowledge the effect of the election. The Participant may change the designation provided that the Participant's spouse shall consent in writing to any subsequent change of beneficiary or form of payment of benefits. However, the Participant's spouse's consent shall not be required if the original consent expressly permits the Participant to designate, without further consent of the Participant's spouse, a different beneficiary or form of payment of benefits; this consent must acknowledge that the spouse has the right to limit consent to a specific beneficiary and/or a specific form of benefit where applicable, and that the spouse voluntarily elects to relinquish either or both of these rights. A spouse's consent shall not be required if it shall be established to the Administrator's satisfaction that a spouse's consent cannot be obtained because there is no spouse or the spouse cannot be located. The designation may be changed from time to time by the Participant.

9.3.2 Marital Dissolution, Etc. If a spouse shall be designated in writing as the beneficiary and the Participant and the designated spouse shall be divorced, the written designation of the former spouse as the beneficiary shall be void as of the date of the divorce. The Trustee shall recognize disclaimers that are valid under applicable state law.

9.3.3 Default Beneficiary Designation (for distributions before September 1, 2010). If no beneficiary designation is made, or the designee predeceases the Participant, then the Participant shall be deemed to have designated the following as beneficiaries and contingent beneficiaries with priority in the following order:

(a) the Participant's spouse;

(b) the Participant's children and children of deceased children per stirpes. Children includes natural children, step-children and adopted children;

(c) the Participant's parents; and

(d) the Participant's estate.

9.3.4 Default Beneficiary Designation Provisions (for distributions on or after September 1, 2010).

(a) Default Designation. The Participant's designated beneficiary shall be:

(1) the default beneficiary under (b)(1) through (4) if:

(A) the Participant dies without making a beneficiary designation; or

(B) the Participant's designated beneficiary, or contingent beneficiary if applicable, predeceases the Participant.

(2) the default beneficiary under (b)(2) or (b)(3) if the Participant's initial default beneficiary under (b) is the Participant's spouse and the spouse dies before receiving a distribution of the Participant's benefit in the following circumstances:

(A) the spouse dies intestate; and either

(B) the spouse dies without making a beneficiary designation; or

(C) the spouse's designated beneficiary, or contingent beneficiary if applicable, predeceases the spouse.

(b) Default Beneficiary. The Participant shall be deemed to have designated the following as the Participant's beneficiaries and/or contingent beneficiaries with priority in the following order:

(1) the Participant's spouse;

(2) the Participant's children and children of deceased children per stirpes. Children includes natural children, step-children and adopted children;

(3) the Participant's parents; and

(4) the Participant's estate.

9.4 Beneficiary Designation Administrative Provisions. Beneficiary designations, revocations of beneficiary designations, and changes to beneficiary designations: (a) shall be made in the manner and on a form prescribed or approved by the Board; (b) shall comply with the provisions of this Article; (c) shall not be effective unless received by the Board prior to the Participant's death; and (d) shall not be effective until accepted by the Board. Any change in beneficiary made in accordance with these provisions shall automatically revoke all prior designations. Unless otherwise provided in the Participant's beneficiary designation, a Participant's primary beneficiary shall be deemed to have predeceased the Participant if either (i) the Participant and the Participant's primary beneficiary shall die simultaneously or under circumstances which render it difficult or impossible to determine who predeceased the other, or (ii) the Participant's primary beneficiary should not survive the Participant by 120 hours.

9.5 Minors. The Trustee shall distribute the benefits distributable to any minor beneficiary to the minor beneficiary's parent or legal guardian as custodian under the Uniform Transfers to Minors Act in effect under the laws of the state in which the minor beneficiary is domiciled at the time of distribution.

9.6 Metropolitan Life Insurance Company Payments. Except as required by a QDRO, a death benefit shall not be payable to anyone other than a surviving spouse of a former participant of the Timber Operators Council, Inc. – I.W.A. Pension Plan, a Participant or an Inactive Participant for an amount which originates, as a dividend or from the contingency reserve, from the participating annuity issued by Metropolitan Life Insurance Company.

ARTICLE 10

VESTING, TERMINATION, BREAKS IN SERVICE AND FORFEITURES

10.1 Vesting Provisions.

10.1.1 Full Vesting. A Participant shall be fully vested in the Participant's Account Balance if the Participant shall satisfy any of the following requirements:

(a) the Participant accumulates a total of five Years of Vesting;

(b) a Participant with two Years of Vesting Service is terminated by the shutdown or discontinuance of a plant or department which is certified by the Board;

(c) a Participant shall be fully vested when the Participant shall reach the Retirement Date.

10.1.2 Vesting Credits from Timber Operators Council, Inc.-I.W.A. Pension Plan. A Participant, who shall be initially eligible to participate in this Plan pursuant to Section 4.2(a), shall receive Years of Vesting Service equal to the years of vesting the Participant earned under the Timber Operators Council, Inc.-I.W.A. Pension Plan.

10.1.3 Vesting Credit after Termination of Employment and Payment of Benefits. A vested Participant who shall terminate employment, receive a distribution, return to employment and subsequently become a Participant, shall for purposes of vesting for subsequent distributions, retain the Years of Vesting Service for all years for which the Participant previously received the distribution.

10.1.4 Vesting Credit for Past Service with Employer. A Participant, whose effective date of coverage is the same as the Participant's employer's effective date of participation, shall be entitled to one Year of Vesting for each Year of Service that the Participant earned under the Participating Employer's qualified or non-qualified deferred compensation plan. The Years of Vesting Service earned under the employer's deferred compensation plan shall be measured at the employer's effective date of participation and for the Years of Service during which the Participant was in the last continuous employ of the Participating Employer.

10.1.5 Limited Rights. Nothing contained in this Plan shall be deemed to give any Participant any interest in any specific property of the trust or any interest other than the Participant's right to receive payments pursuant to the provisions of this Plan.

10.2 Account Balance on Termination. A Participant's Account Balance shall be paid to the Participant pursuant to Article 11. The Participant's nonvested Account Balance shall be forfeited and shall be credited to the Plan's suspense account.

10.3 Breaks in Service. Years of Vesting Service shall include all Benefit Years of Service or Eligibility Years of Service with a Participating Employer after the Effective Date except as set forth in Section 10.1.2. If a nonvested Participant shall have a One Year Break in Service, Years of Vesting Service before the One Year Break in Service shall not be included in Years of Vesting Service until the Participant shall have completed a Year of Vesting Service after the One Year Break in Service. If a Participant shall not have any vested Account Balances and shall incur a One Year Break in Service, Years of Vesting Service after the One Year Break in Service shall not be included in Years of Vesting Service prior to the One Year Break in Service if the number of consecutive One Year Breaks in Service equals or exceeds the greater of either: (a) five consecutive One Year Breaks in Service, or (b) the aggregate number of Years of Vesting Service before the One Year Break in Service. A Participant shall not incur a Break in Service during the period of time during which the Participant shall:

(a) serve in the Armed Forces of the United States if the Participant's benefits shall be preserved for the Participant by the Uniformed Services Employment and Reemployment Act of 1994, as amended, or by any prior or other similar legislation;

(b) serve as an official or representative of District 1 or Local Lodge; or

(c) be on a leave of absence caused by a disability.

10.4 Forfeiture. If a Participant shall terminate employment, a Participant shall forfeit the nonvested portion of the Participant's Account Balance after the Participant's fifth consecutive One Year Break in Service.

10.5 Inactive Participant. If a Participant shall not be eligible for further participation in the Plan but shall earn Eligibility Hours of Service, the Participant's Account Balance on the date that the Participant shall become ineligible, shall continue to vest, shall become payable or shall be forfeited, as the case may be, in the same manner and to the same extent as if the employee remained a Plan Participant. An Inactive Participant shall not receive an allocation from a contribution made by a Participating Employer after the date on which the Inactive Participant shall not be eligible to participate in the Plan.

10.6 Suspense Account. All forfeitures during the Plan Year or unallocated Plan assets shall be credited to the Plan's suspense account; investment gains or losses shall not be allocated to the suspense account. As of each Plan Year, the total amount in the suspense account shall be withdrawn and allocated in the following order:

(a) to pay the Plan's expenses for the Plan Year ending on that Plan Year;

(b) to pay the expenses for the following Plan Year (an amount equal to the amount referred to in subparagraph (a), above, shall be held as a reserve for the expenses); and

(c) to the Plan's Participants, as of that Plan Year, according to a formula determined by the Board.

ARTICLE 11

METHOD OF PAYMENT

11.1 Optional Payment Forms. The Participant or the Participant's designated beneficiary may elect to receive benefits in one or more of the following forms pursuant to this Article.

11.1.1 Single Payment. If a single payment shall be selected, a Participant may elect to receive an amount estimated to be 60 percent of the Participant's Account Balance as a partial payment of the Participant's total benefits. The 60 percent partial payment shall be made within a reasonable period of time after approval of the Participant's pension. The balance of the Participant's benefits shall be paid to the Participant as soon thereafter as is administratively possible.

11.1.2 Monthly Installments. The Participant may elect monthly installments of not less than $100. More than 50 percent of the present value of the Participant's Account Balance shall be payable to the Participant, or the Participant's beneficiary in the event of the Participant's death, as measured as of the date that payments shall commence. The monthly installments may extend for a period of time equal to the joint life expectancy of the Participant and the Participant's beneficiary which shall be measured as of the date that payments shall commence.

11.2.3 Life Expectancy. The Participant may elect monthly installments of not less than $100 payable over the life expectancy of the Participant or the life expectancy of the Participant and the Participant's spouse. The life expectancy originally shall be calculated at the date that payments shall commence. However, the life expectancy may be redetermined periodically but not more frequently than annually.

11.2.4 Payment Change. The Participant, or the Participant's designated beneficiary, for any reason may direct the Board to change any installment payment and/or to make a lump sum distribution of all or a portion of the Participant's remaining vested account balance.

11.2 Distributions Without Consent. The Board may make a distribution pursuant to this Section without the consent of the Participant (and the Participant's spouse, if applicable), if the Participant does not elect a distribution after receiving notice as required in IRC §402(f).

11.2.1 Distribution Timing. Distributions pursuant to this Section shall be made as soon as administratively feasible after the Participant's termination of participation and the Participant receives the notice provided in Section 11.3.

11.2.2 Accrued Benefits $1,000 of Less. The Board shall determine the time and form of distribution if the present value of the Participant's vested accrued benefit shall be $1,000 or less.

11.2.3 Accrued Benefits over $1,000 (and not in excess of $5,000). The Board shall pay the distribution in a direct rollover to an individual retirement plan designated by the Board if the present value of the Participant's accrued benefit is over $1,000 (and not in excess of $5,000). This provision shall apply if the Participant: (a) does not elect to have the distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover; or (b) does not elect to receive the distribution in accordance with this Article. For purposes of determining whether accrued benefits are greater than $1,000, the portion of the Participant's distribution attributable to any rollover contribution is included.

11.2.4 Accrued Benefits over $5,000. The Board shall determine the time and form of distribution if the present value of the Participant's vested accrued benefit shall exceed $5,000 and the Plan is terminated.

11.2.5 Rollovers. Except as otherwise provided in this Section, the Participant's vested accrued benefit shall not include any portion of the Participant's benefit that is attributable to rollover contributions (and earnings allocable thereto) within the meaning of IRC §§402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16).

11.3 Implied Deferral. The failure of a Participant or a Participant's spouse to consent to a distribution, when a benefit is immediately distributable, is deemed to be a revocable election to defer commencement of payment of any benefit until the later of age 62 or the Participant's Retirement Date. A Participant may subsequently consent to a distribution to commence prior to the later of age 62 or the Participant's Retirement Date.

11.4 Minimum Distribution Requirements under Final Regulations.

11.4.1 General Rule. All distributions required under this Section 11.4 will be determined and made in accordance with the final Treasury regulations under IRC §401(a)(9).

11.4.2 Time and Manner of Distribution.

(a) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

(b) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then, except as permitted in this Section (b)(5), distributions to the surviving spouse will begin by December 31 of the calendar year immediately

following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 ½, if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then, except as permitted in this Section (b)(5), distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 11.4.2(b), other than Section 11.4.2(b)(1), will apply as if the surviving spouse were the Participant.

(5) Participants or beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in Sections 11.4.2(b) and 11.4.4 herein applies to distributions after the death of a Participant who has a designated beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section 11.4.2(b) herein, or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death. If neither the Participant nor beneficiary makes an election under this Section, distributions will be made in accordance with subsections (1) through (4) of Section 11.4.2(b) and with Section 11.4.4.

For purposes of this Section 11.4.2(b) and Section 11.4.4, unless Section 11.4.2(b)(4) applies, distributions are considered to begin on the Participant's required beginning date. If Section 11.4.2(b) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 11.4.2(b)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are

required to begin to the surviving spouse under Section 11.4.2(b)(1)), the date distributions are considered to begin is the date distributions actually commence.

If the Participant dies before distributions begin and there is a designated beneficiary, distribution to the designated beneficiary is not required to begin by the date specified in Section 11.4.2(b) herein, but the Participant's entire interest will be distributed to the designated beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death. If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to either the Participant or the surviving spouse begin, this election will apply as if the surviving spouse were the Participant.

(c) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Section 11.4.3 and Section 11.4.4. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of IRC §401(a)(9) and the Treasury regulations.

11.4.3 Required Minimum Distributions During Participant's Lifetime.

(a) Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(1) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(2) if the Participant's sole designated beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(b) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section 11.4.3 beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death

11.4.4 Required Minimum Distributions After Participant's Death.

(a) Death On or After Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated beneficiary, determined as follows:

(A) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(B) If the Participant's surviving spouse is the Participant's sole designated beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(C) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, the designated beneficiary's remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated

beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(b) Death Before Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. Except as provided in the adoption agreement, if the Participant dies before the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated beneficiary, determined as provided in Section 11.4.4(a).

(2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 11.4.4(b)(1) will apply as if the surviving spouse were the Participant.

11.4.5 Definitions.

(a) Designated beneficiary. The individual who is designated as the beneficiary under Article 11 of the Plan and is the designated beneficiary under IRC §401(a)(9) and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

(b) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the

calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 11.4.2. The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

(c) Life expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(d) Participant's account balance. The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(e) Required beginning date. The "required beginning date for" a Participant shall mean:

(1) General rule. Except for a 5-percent owner-Participant, the required beginning date for a Participant is April 1 of the calendar year following the later of:

(A) the calendar year in which the Participant attains age 70 1/2; or

(B) the calendar year in which the Participant retires.

(2) 5-percent owner-Participant. The required beginning date is April 1 of the calendar year following the calendar year in which a 5-percent owner-Participant attains age 70 1/2. A Participant is treated as a 5-percent owner for purposes of this Section if the Participant is a 5-percent owner as defined in IRC §416(i) (determined according to §416 but without regard to whether the Plan is Top Heavy) at any

time during the Plan Year ending in the calendar year in which the owner attains age 70 1/2.

11.5 Distribution Options Before September 1, 2007.

11.5.1 Default Distribution Form. The default form of payment shall be a life annuity for an unmarried Participant and a Qualified Spousal Annuity for a married Participant, except as otherwise provided in this Article or in a QDRO.

(a) Timing. The Participant may elect to have the annuity distributed upon attaining the earliest retirement age under the Plan. The surviving spouse may elect to have the Qualified Spousal Annuity distributed within a reasonable period of time after the Participant's death

(b) Qualified Spousal Annuity. For purposes of this Article, the term "Qualified Spousal Annuity" shall mean a qualified joint and survivor annuity that is a nontransferable annuity payable for the lifetime of the Participant with a survivor annuity for the Participant's spouse. The survivor annuity shall be not less than 50 percent of the amount of the annuity which is payable during the joint lives of the Participant and the Participant's spouse; shall be actuarially equivalent to a single life annuity for the life of the Participant; shall include both Employee's contributions and Employer's contributions; and shall be actuarially equivalent to a single payment. A Qualified Spousal Annuity may also include an annuity in a form having the effect of an annuity described above. The Participant's spouse shall receive a survivor annuity, which is described above, if a Participant shall die without selecting a form of payment and if payment of benefits had not commenced.

(c) Annuity Requirements. The terms of any annuity contract purchased and distributed by the Plan to a Participant or spouse shall comply with the requirements of this Plan and must be nontransferable.

(d) Qualified Optional Survivor Annuity. A Participant may elect a Qualified Optional Survivor Annuity under this Section for distributions after June 1, 2007. A "qualified optional survivor annuity" is an annuity: (a) for the life of the Participant, with a survivor annuity for the life of the Participant's spouse which is equal to 75% of the amount of the annuity which is payable during the joint lives of the participant and the spouse, and (b) which is the actuarial equivalent of a single annuity for the life of the Participant.

11.5.2 Optional Payment Forms. The Participant or the Participant's designated beneficiary may elect, pursuant to this Article, to receive benefits in one or more

of the following forms which is actuarially equivalent to a nontransferable annuity.

(a) Payment as a single payment.

(b) Payment as periodic installments, at least annually, for a term certain. The term certain may extend for a period of time equal to the joint life expectancy of the Participant and the Participant's designated beneficiary which shall be measured as of the date that payments shall commence.

(c) Payment as periodic installments, at least annually, over the life expectancy of the Participant or the life expectancy of the Participant and the Participant's spouse. The life expectancy originally shall be calculated at the date that payments shall commence. However, the life expectancy may be redetermined periodically but not more frequently than annually. The amount distributed annually shall be at least equal to the quotient obtained by dividing the undistributed benefit by the applicable life expectancy.

11.5.3 Annuity Notice. The Administrator shall furnish a Participant with a complete written explanation of the form of payment not less than 30 days or more than 180 days prior to the annuity starting date. The annuity starting date means (i) the first day of the first period for which an amount is payable as an annuity or (ii) the first day on which all events have occurred which entitle the Participant to a benefit not in the form of an annuity, or (iii) the first day of the first period for which a disability benefit is to be received if the benefit is not an auxiliary benefit. The notice shall include (i) the terms and conditions of the qualified joint and survivor annuity; (ii) the Participant's right to make, and the effect of an election to waive, a qualified joint and survivor annuity; (iii) the rights of the Participant's spouse; and (iv) the right to make, and the effect of, a revocation of an election to waive a qualified joint and survivor annuity. In addition, the Administrator shall provide a Participant with a written explanation of the qualified preretirement survivor annuity comparable to the explanation of the qualified joint and survivor annuity. The Administrator shall provide the written explanation before the latest of (i) the period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age 35, (ii) within a reasonable period of time after the individual becomes a Participant of the Plan; or (iii) a reasonable period of time ending after the Participant separates from service if the Participant shall separate from service before attaining age 35. A reasonable period of time shall mean, for purposes of this paragraph, a two-year period of time beginning one year prior to the date the applicable event occurs and ending one year after that date. A Participant, who shall be entitled to a written explanation, shall also be entitled to a specific written explanation of the financial effect on the Participant of the various forms of benefits. The information shall be furnished not later than 30 days after the

request by the Participant; the Participant's request shall be made within 60 days of receipt by mail or personal delivery of the original information. A distribution, to which IRC §§401(a)(11) and 417 do not apply, may commence in less than 30 days after the required §1.411(a)-11(c) notice if a Participant or a Participant's beneficiary (a) shall be informed that the individual has a 30-day period of time, after receipt of the notice, to determine whether or not to elect to receive a distribution; and (b) shall be informed that if the individual elects a distribution prior to the 30-day period, he or she may revoke the election within seven days; (c) the individual, after receiving the notice, affirmatively elects a distribution; and (d) the distribution commences more than seven (7) days after the individual receives the notice.

11.5.4 Waiver of Annuity Form. A Participant may elect to waive a qualified joint and survivor annuity and/or a qualified preretirement survivor annuity. The Participant's spouse shall consent in writing to a waiver of the qualified joint and survivor annuity and/or qualified preretirement survivor annuity. The spouse's consent shall be valid only for that spouse; shall be witnessed by a Plan representative or a notary public; shall designate a beneficiary or class of beneficiaries; shall designate a form of payment other than a qualified joint and survivor annuity and/or a qualified preretirement survivor annuity; and shall acknowledge the effect of the election. The Participant may change the designation provided that the Participant's spouse shall consent in writing to any subsequent change of beneficiary or form of payment of benefits. However, the Participant's spouse's consent shall not be required if the original waiver expressly permits the Participant, without the spouse's consent, to change the beneficiary or form of payment of benefits; this consent must acknowledge that the spouse has the right to limit consent to a specific beneficiary and/or a specific form of benefit where applicable, and that the spouse voluntarily elects to relinquish either or both of these rights. A consent shall not be valid unless the Participant received the notice set forth in Section 11.3. A spouse's consent shall not be required if it shall be established to the Administrator's satisfaction that a spouse's consent cannot be obtained because there is no spouse or the spouse cannot be located. The spouse referred to in this paragraph shall be either the Participant's current spouse or a prior spouse who has rights granted under a QDRO pursuant to IRC §414(p).

11.5.5 Timing of Waiver. The time to waive a qualified joint and survivor annuity shall be within the period of time commencing 180 days before the annuity starting date and ending on the annuity starting date. The annuity starting date is defined in Section 11.5.3, above. The time to waive a qualified preretirement survivor annuity shall be the period of time which shall begin on the first day of the Plan Year in which the Participant shall attain age 35 and shall end on the date of the Participant's death. If the Participant shall separate from service prior to the Participant attaining age 35, the election period shall commence on the date of separation.

11.5.6 Early Waivers. A Participant who has not attained age 35 as of the end of any current Plan Year may make a special qualified election to waive the

qualified preretirement survivor annuity for the period of time beginning on the date of the election and ending on the first day of the Plan Year in which the Participant shall attain age 35. The election shall not be valid unless the Participant shall receive a written explanation of the qualified preretirement survivor annuity in terms that are comparable to the explanation required in Section 11.5.3, above. Qualified preretirement survivor annuity coverage shall be automatically reinstated as of the first day of the Plan Year in which the Participant shall attain age 35. Any new waiver on or after that date shall be subject to the requirements of Section 11.5.3, above.

11.5.7 Revocation of Waiver or Election. A Participant may revoke a prior election or waiver as provided below:

(a) the revocation can be made without consent of the Participant's spouse, even if the spouse consented to the election or waiver subject to the revocation;

(b) the revocation can be made at any time before the commencement of benefits, irregardless of the Participant's age, including during the 90 day period ending on the annuity starting date;

(c) the number of revocations shall not be limited; and

(d) any new annuity election or waiver made by the Participant after the revocation shall require a new Spousal Consent, to the extent applicable.

11.6 Required Minimum Distribution Waivers for 2009. Notwithstanding any provision of the Plan, a Participant or beneficiary who would have been required to receive required minimum distributions ("RMDs" for 2009) will not receive those distributions for 2009 unless the Participant or beneficiary chooses to receive such distributions, provided: (a) the RMDs would have been required but for the enactment of IRC §401(a)(9)(H) ("2009 RMDs"); and (b) the participant would have satisfied that requirement by receiving distributions that are: (1) equal to the 2009 RMDs, or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the participant, the joint lives (or joint life expectancy) of the participant and the participant's designated beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"). Participants and beneficiaries shall be given the opportunity to elect to receive the 2009 RMDs. 2009 RMDs and Extended 2009 RMDs shall be treated as eligible rollover distributions (solely for purposes of applying the direct rollover provisions of the Plan).

ARTICLE 12

MANAGEMENT OF PLAN'S ASSETS

12.1 Plan's Assets Constitutes Trust. The Plan's assets shall be held in trust to be used to pay the Plan's benefits and expenses as provided by this Plan and as authorized by the Board. The Plan's assets shall not be diverted to, or used for, purposes other than as provided in this Plan.

12.2 Appointment of Custodian. The Plan's assets shall be held by a Custodian appointed by the Board to hold and disburse the assets according to an agreement executed by the Board and Custodian. The Board, in its discretion, may change the Custodian. The Custodian shall be a bank or trust company incorporated under the laws of the United States or any state. The Board shall employ at least one qualified Investment Manager to direct the investment of the Plan's assets. The Custodian shall be subject to the directions of the Investment Manager. The Custodian may be relieved of accountability and responsibility for any investments or sale of assets made in compliance with the directions of the Investment Manager to the extent provided by agreement between the Board and the Custodian.

12.3 Selection of Investment Manager. The Board may select an Investment Manager or managers for all or a portion of the Plan's assets. The Investment Manager shall acknowledge in writing that it is a fiduciary of the Plan and shall be: (a) registered as an investment adviser under the Investment Advisers Act of 1940; (b) a bank; or (c) an insurance company qualified to manage, acquire or dispose of assets of an employee benefit plan under the laws of more than one state. The Board shall be furnished with a written statement that the Investment Manager is a qualified investment manager and the manager's acceptance of the appointment. An Investment Manager may be removed by the Board at any time upon written notice to the Investment Manager. An Investment Manager shall have the right to resign at any time by giving the Board not less than 60 days written notice. A retiring or terminated Investment Manager shall immediately file with the Board a written account of its transactions from the date of its last accounting to the date of its removal or resignation.

12.4 Investment Decisions. Periodically, the Board shall advise the Investment Manager of additional assets available for investment. An Investment Manager shall exercise all investment decisions for the assets under its control pursuant to the provisions of this trust. If an Investment Manager shall resign or be removed, the Board shall manage the investments of the Plan previously under the control of the Investment Manager until the Board shall appoint another Investment Manager.

12.5 Orders for Purchase or Sale. An Investment Manager may issue orders for the purchase or sale of securities directly to a broker and the Custodian shall execute and deliver appropriate trading authorizations. Written notification of the issuance of each order shall be given promptly to the Custodian by the Investment Manager and the execution of each order shall be confirmed by written advice of the broker to the Custodian. The notification from the Investment Manager shall be authority for the

Custodian to pay for the securities against the receipt of, or to deliver securities sold against the payment for, the securities.

12.6 Multiple Investment Managers. If the Board shall appoint more than one Investment Manager, each Investment Manager shall be responsible for the investment of the Plan's assets allocated to the Investment Manager. An Investment Manager shall not be liable for the acts or omissions of another fiduciary unless (a) the Investment Manager knowingly participates in, or knowingly attempts to conceal, the act or omission of another fiduciary, and the Investment Manager knows the act or omission is a breach of a fiduciary responsibility by the other fiduciary; or (b) the Investment Manager has knowledge of a breach of a fiduciary responsibility by the other fiduciary and shall not make reasonable efforts to remedy the breach; or (c) the Investment Manager's breach of its own fiduciary responsibility permits the other fiduciary to commit a breach.

12.7 Segregation of Assets. The Plan's books, records and accounts may reflect the segregation of the Plan's assets in separate accounts for each Investment Manager.

12.8 Investment of Assets. The Plan's assets shall be invested and reinvested as a pooled fund. The Board or the Investment Manager shall consider the effect of any investment upon the tax exempt status of the Plan or the income tax consequences to the Plan. The Board or the Investment Manager shall invest the assets with care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person 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.

12.9 Types of Investments. The Board, or the Investment Manager, is, and shall be, authorized and empowered in its direction, but not by limitation, to:

(a) invest and reinvest the Plan's assets in bonds, insurance policies, mortgages, debentures, preferred or common stocks, stock options, mutual funds, financial futures, options on financial futures, a common or group trust which provides for the pooling of assets of qualified plans which trust is maintained by a fiduciary which is a bank or an insurance company, or other real or personal property, or deposit the Plan's assets in an interest bearing account in a financial institution supervised by the United States or a state if the financial institution is a fiduciary of the Plan; if the Plan shall invest in a common or group trust, the terms of the common or group trust shall be incorporated as part of this Plan and shall control the investment and administration of the Plan's assets within the common or group trust; the Plan's assets shall not be bound as to the character of any investment by any state statute, rule of court or custom governing the investment of trust funds except as provided by the Employee Retirement Income Security Act of 1974;

(b) sell, exchange, convey, transfer or dispose of, and to grant options with respect to, any property, real or personal, at any time held by the Plan. Any sale may be made by private contract or by public auction, and for cash or upon credit, or partly for cash and partly upon credit; a person

dealing with the Plan's assets shall not be bound to supervise the application of the proceeds of any transaction or to inquire into the validity, expediency or propriety of the transaction;

(c) retain, manage, operate, repair, improve, mortgage or lease for any period, any real or personal property, and to purchase and carry insurance in an amount and against hazards as may be advisable;

(d) vote in person or by general or limited proxy with respect to any bonds, stocks or other securities held by the Plan; to exercise any option applicable to any bond, stock or other security for the conversion into other securities; to exercise any rights to subscribe for additional bonds, stocks or other securities, and to make any and all necessary payments therefore; to join in, or to dissent from, or oppose the reorganization, recapitalization, consolidation, liquidation, sale or merger of corporations or properties in which the Plan may be interested and upon the terms and conditions as may be prudent;

(e) accept and hold any security or other property received by the Board under the provisions of this Article, whether or not the Board would be authorized to invest in such security;

(f) make, execute, acknowledge and deliver any and all appropriate deeds, leases, assignments and other instruments;

(g) borrow or raise money, with the approval of the Board, for the purposes of the Plan from others to the extent and upon terms and conditions as may be desirable or proper; and for any amount borrowed to issue the Board's promissory note and to secure the repayment of the loan by pledging all or any part of the Plan's assets; and a person lending money to the Plan shall not be bound to supervise the application of the money borrowed, or to inquire into the validity, expediency or propriety of any borrowing;

(h) cause any investments to be registered in, or transferred into, its name as trustee, or the name of the Board's nominee or nominees, or to retain the investment in unregistered form or in a form permitting transfer only by delivery; however, the books and records of the Board shall at all times show that all investments are part of the Plan's assets;

(i) invest in all forms of insurance;

(j) perform all acts, whether or not expressly described or referred to above, which may be necessary, proper or desirable for the protection or enhancement of the Plan's assets; and

(k) invest the Plan's assets with any other employer's plan which is either an IRC §457 plan or a qualified plan pursuant to IRC §401(a) on the condition that the income and expenses shall be divided proportionately between the plans.

ARTICLE 13

AMENDMENT OR TERMINATION OF THE PLAN

13.1 Plan Termination. The Plan shall continue in effect until terminated by mutual agreement of the Association and District 1 or by the death of the last Participant.

13.2 Amendment. The Board may recommend amendments to the Association and District 1. An amendment shall become effective only upon adoption of an agreement by the Association and District 1. Amendments shall be made to qualify, and to maintain the qualification of, the Plan under the Internal Revenue Code of 1986, as amended. An amendment shall not be made which deprives a Retiree, Retiree's beneficiary or joint annuitant of any existing right or cause any part of the Plan's assets to revert, or to be diverted, to the benefit of any employer, union or other person other than the Participants or beneficiaries. If the vesting provisions shall be amended, a Participant with three or more Years of Service shall have the right to elect either the amended vesting provision or the vesting provision without regard to the amendment.

13.3 Discontinuance of Contributions or Termination. The rights of all Participants to all Account Balances shall be nonforfeitable if there shall be a complete discontinuance of contributions by all Participating Employers or the Plan shall be terminated. In the event of total or partial termination of this Plan, the rights of all affected Participants to all Account Balances shall be nonforfeitable. After payment of expenses properly chargeable against the trust, the Board shall determine the time of commencement of payment of benefits and the method of distribution pursuant to Article 11. The distribution may be made at the Board's discretion either simultaneously with, or subsequent to, the termination of the Plan. This trust shall cease after the distribution of all assets of the trust. A Participating Employer's contribution to this trust, or the income of this trust, shall not be paid to, or shall not revest in, any employer and shall not be used for any purpose other than the exclusive benefit of the Participants or their beneficiaries.

13.4 Merger. In the case of any merger or consolidation with, or transfer of assets or liabilities to, any other plan, each Participant of this Plan shall receive immediately after the merger, consolidation or transfer a benefit which is equal to the benefit the Participant would have been entitled to receive immediately before the merger, consolidation or transfer as if the Plan had then terminated. However, this provision shall not be construed to be a termination or discontinuance of the Plan.

ARTICLE 14

ACCOUNTING PROCEDURE

14.1 Valuation of Plan's Assets. The Board shall value the Plan's assets whenever it deems necessary and at least annually as of the close of business on each Plan Year. The Board shall value the Plan's assets at its fair market value or, if permitted, on an amortized basis and shall incur no liability for any determination of value if the determination shall be made in good faith.

14.2 Adjustment of Accounts. On the basis of the valuation, all accounts shall be adjusted to reflect the effect of income received and accrued, realized and unrealized profits and losses, expenses and all other transactions of the period. The Board's findings on these matters shall be conclusive.

14.3 Procedure for Adjustment. The amount credited to each Participant shall be adjusted periodically and at least as of each Plan Year. The following credits and debits shall be made to a Participant's Account Balance:

(a) in the case of a Participant for, or on behalf of, whom payments have been made there shall be debited the total amount of the payments made from the Participant's Account Balance during the period since the last adjustment date. In the case of an Inactive Participant, there shall be debited the amount of the Inactive Participant's Account Balance which was forfeited;

(b) each Participant's Account Balance shall be credited or debited with the portion of the net income or net loss of the Plan's assets during the period since the last adjustment which the amount in the Account Balance as adjusted by Section 14.3(a) above, bears to the total of all accounts as of the preceding adjustment date, also adjusted according to Section 14.3(a), above;

(c) each Participant shall be credited with the Participating Employer's current contribution that is allocated to the Participant as provided by the Plan.

14.4 Board's Determination. The Board's findings shall be conclusive in determining the Plan's income or losses which shall be the profit and income received and accrued, less the losses and expenses incurred and paid by the Plan, plus any increase, or minus any decrease, in the value of the Plan's assets not actually realized and received or incurred and paid by the Plan.

ARTICLE 15

CLAIMS PROCEDURE

15.1 Notice of Benefit. The Administrator shall give written notice to a Participant, or the beneficiary of a Participant, of the amount of benefits payable from the Plan as provided in Section 11.3.

15.2 Claim for Benefit. A Participant or the beneficiary of a Participant (herein referred to as a "claimant") may make a request for benefits payable from the Plan, whether for eligibility, vesting, benefit allocation, or otherwise (a "claim"), by following the procedures set forth herein and any supplemental procedures adopted by the Board. A claimant may appoint an authorized representative to represent the claimant at any stage of the claims procedure. The appointment shall be made by a written statement, in a form acceptable to the Board, signed by the claimant, designating the person who is to be the claimant's authorized representative, which statement shall be provided to the Administrator. The claim shall be filed by the claimant or the claimant's authorized representative, by hand delivery or by mail to the Administrator.

15.3 Notification of Benefit Determination for NonDisability Claims.

15.3.1 Notice Timing.

(a) General Rule. The Administrator shall give the claimant written or electronic notice if a claim is wholly or partially denied, within 90 days after submission of a claim, other than a disability claim.

(b) Administrative Extension. The Administrator shall give the claimant written notice of an extension if the Administrator determines that special circumstances require an extension of time for processing the claim. The extension shall not exceed a period of 90 days from the end of the initial 90-day period. The notice shall: (i) state the special circumstances and the date by which the Administrator expects to render the final decision; and (ii) be given to the claimant prior to the expiration of the initial 90-day period.

(c) Voluntary Extension. The claimant may voluntarily agree to an additional extension of time within which to make a benefit determination, in which case the above-specified time periods shall be extended by the amount of the extension.

15.3.2 Deemed Denial. The claim shall be deemed denied if a notice is not given within the 90 days, or by the end of the extension period, if any.

15.3.3 Notice Content. The notice shall set forth:

(a) the specific reasons or reasons for the adverse determination;

(b) reference to the specific Plan provisions on which the determination is based;

(c) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and

(d) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA §502(a) following an adverse benefit determination on review.

15.4 Notification of Benefit Determination for Disability Claims.

15.4.1 Notice Timing.

(a) General Rule. The Administrator shall give the claimant written or electronic notice if a claim is wholly or partially denied, within 45 days after submission of a disability claim.

(b) Administrative Extension. The Administrator shall give the claimant written notice of an extension if the Administrator determines that special circumstances require an extension of time for processing the claim. The extension shall not exceed a period of 30 days from the end of the initial 45-day period. The notice shall: (i) state the special circumstances and the date by which the Administrator expects to render the final decision; and (ii) be given to the claimant prior to the expiration of the initial 45-day period.

(c) Voluntary Extension. The claimant may voluntarily agree to an additional extension of time within which to make a benefit determination, in which case the above-specified time periods shall be extended by the amount of the extension.

15.4.2 Deemed Denial. The claim shall be deemed denied if a notice is not given within the 45 days, or by the end of the extension period, if any.

15.4.3 Notice Content. The notice shall set forth:

(a) a specific explanation of the standards on which entitlement to a benefit is based;

(b) the unresolved issues that prevent a decision on the claim; and

(c) a description of any additional material or information needed to resolve the issue(s). A claimant shall have 45 days within which to provide the specified information.

15.5 Request for Review for NonDisability Claims. If a claimant, with respect to a nondisability claim, is not satisfied with the Administrator's determination, or if no notice is given within 90 days of submission of the claim, plus any extension permitted under Section 15.3, above, for consideration of the claim, then the claimant may request a review of the claim by the Claims Review Committee. The request for a review must be filed with the Administrator, in writing, within 60 days after the receipt of the denial of the claim, or within 60 days after the end of the period within which the Administrator is to make a determination if the claim were deemed denied because notice of the disposition of the claim were not given. For this review:

(a) The claimant, if a representative has not been appointed, or the claimant's representative, if a representative has been appointed, may submit written comments, documents, record, and other information relating to the claim for benefits.

(b) The claimant, if a representative has not been appointed, or the claimant's representative, if a representative has been appointed, shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits. The Claims Review Committee, in its sole discretion, shall determine whether a document, record, or other information is relevant. A document, record, or other information shall be considered relevant if it: (i) was relied on in making the benefit determination; or (ii) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination; or (iii) demonstrates compliance with the administrative processes and safeguards required pursuant to ERISA in making the benefit determination.

(c) The Claims Review Committee shall take into account all information submitted by the claimant relating to the claim, whether or not such information was submitted or considered in the initial claim determination.

15.6 Request for Review for Disability Claims. If a claimant, with respect to a disability claim, is not satisfied with the Administrator's determination, or if no notice is given within 45 days of submission of the claim, plus any extension permitted under Section 15.4, above, for consideration of the claim, then the claimant may request a review of the claim by the Claims Review Committee. The request for a review must be filed with the Administrator, in writing, within 180 days after the receipt of the denial of the claim, or within 180 days after the end of the period within which the Administrator is to make a determination if the claim were deemed denied because notice of the disposition of the claim were not given. For this review:

(a) The claimant, if a representative has not been appointed, or the claimant's representative, if a representative has been appointed, may submit written comments, documents, record, and other information relating to the claim for benefits.

(b) The claimant, if a representative has not been appointed, or the claimant's representative, if a representative has been appointed, shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits. The Claims Review Committee, in its sole discretion, shall determine whether a document, record, or other information is relevant. A document, record, or other information shall be considered relevant if it: (i) was relied on in making the benefit determination; or (ii) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination; or (iii) demonstrates compliance with the administrative processes and safeguards required pursuant to ERISA in making the benefit determination.

(c) The Claims Review Committee shall take into account all information submitted by the claimant relating to the claim, whether or not such information was submitted or considered in the initial claim determination.

(d) The Claims Review Committee shall not afford deference to the initial adverse benefit determination and shall consist of one or more named fiduciaries of the Plan, none of whom is either the individual who made the adverse benefit determination that is the subject of the appeal, or the subordinate of such individual.

(e) In deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, including determination with regard to whether a particular treatment, drug, or other item is experimental, investigational or not medically necessary or appropriate, the Claims Review Committee shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.

(f) The medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's adverse benefit determination shall be identified to the claimant, without regard to whether the advice was relied upon in making the benefit determination.

(g) No health care professional who was consulted in connection with the adverse benefit determination that is the subject of the appeal, or is the subordinate of any such individual, shall be engaged for purposes of consultation in deciding an appeal of an adverse determination.

15.7 Timing of Notification of Benefit Determination on Review. The Claims Review Committee shall review the appeal within a reasonable period of time; provided, however, the Administrator shall notify the claimant of the Claims Review Committee's decision on a nondisability claim within 60 days, and on a disability claim within 45 days, after the receipt of the claimant's request for review, unless the Claims Review Committee determines there are special circumstances requiring an extension of time for

processing. The Administrator shall give the Participant written notice of the extension before the expiration of the original 60-day, or 45-day, period. In no event shall such extension exceed a period of 60 days, for nondisability claims, or 45 days, for disability claims, from the end of the initial period. In the event that a period of time is extended due to a claimant's failure to submit information necessary to decide the claim, the period of time for making the determination on review shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information. If the claim shall not be approved in full within the required period, plus any permitted extension, the claim shall be considered to be denied. Notwithstanding the foregoing, the claimant may voluntarily agree to an additional extension of time within which to make a benefit determination, in which case the above-specified time periods shall be extended by the amount of the extension.

15.8 Content of Notification of Benefit Determination on Review. The Administrator shall provide the claimant with written or electronic notification of the Plan's benefit determination on review.

15.8.1 All Claims. In the case of an adverse determination, in whole or in part, the notification shall set forth:

(a) the specific reason or reasons for the adverse determination;

(b) reference to the specific Plan provisions on which the benefit determination is based;

(c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefit. Whether a document, record, or other information is relevant to a claim for benefits shall be determined based on whether it was relied on in making the benefit determination; or was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination; or demonstrates compliance with the administrative processes and safeguards required pursuant to ERISA in making the benefit determination; and

(d) a statement that a claimant may bring an action under ERISA Section 502(a), but may not undertake any legal action with respect to a claim until all rights under the claims procedure have been exhausted.

15.8.2 Disability Claims. In addition to the content set forth in Section 15.8.1 above, with respect to a disability claim the notification shall include the following provisions:

(a) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied on in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided free of charge to the claimant upon request.

(b) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

(c) The following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your state insurance regulatory agency."

15.9 General Rules.

15.9.1 Notices in Writing. All notices, appeals, benefit determinations and/or communications issued by the Administrator and/or Claims Review Committee shall be written in a manner calculated to be understood by the claimant.

15.9.2 Filing Date. All claims, notices of adverse determination, and appeals shall be deemed filed when: (1) personally delivered to the party to whom it is to be given; or (2) mailed by first class mail to such party in an envelope correctly addressed with postage prepaid in the correct amount; or (3) provided in compliance with 29 CFR section 2520.104b-1(c)(1)(i), (iii) and (iv) (where electronic notification is expressly permitted under these procedures or by the Administrator).

15.9.3 Time Periods. All time periods shall begin upon the delivery, mailing or sending by electronic means of any claim, notice, or appeal as provided herein.

ARTICLE 16

SITUS, CONSTRUCTION OF PLAN AND MISCELLANEOUS

16.1 Recovery of Excess Benefit Payments. A Participant or a Participant's beneficiary shall not be entitled to more than one pension at the same time from the Plan. The amount of all improper benefits paid to a person shall be a debt from the person to the Plan which may be deducted from future benefits payable to the person or the person's beneficiary or which may be recovered by an appropriate proceeding instituted by the Board.

16.2 Principal Office. The Plan's principal office shall be located in Portland, Oregon.

16.3 Governing Law. All questions relating to the validity, construction and administration of the Plan shall be determined according to the laws of the State of Oregon subject to applicable and controlling laws of the United States. The Plan and any amendment to the Plan shall be construed to maintain the Plan's qualification under the Internal Revenue Code of 1986, as amended.

16.4 Invalidity of a Provision. If any provision of the Plan shall be declared invalid or unenforceable, the remaining provisions shall be effective.

16.5 Designation of Beneficiary Form. Each Participant, by executing a designation of beneficiary form, agrees for the Participant, the Participant's beneficiaries and successors to be bound by all of the provisions of the Plan.

16.6 Right to Employment or Plan Benefits. The establishment of this Plan, the creation of any account, or the payment of any benefits shall not create in any employee, Participant or other party a right to continuing employment or create any claim against the Plan for any payment except as set forth in the Plan.

16.7 Funding Policy. The Board shall establish a funding policy for the Plan taking into account both short and long term expected benefit payments from the Plan.

ARTICLE 17

ROLLOVERS

17.1 Distribution Rollovers. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this part, a distributee may elect, at the time and in the manner prescribed by the Board, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. The Board may adopt a policy that a distributee may not make the election described in the preceding sentence to rollover a portion of the eligible rollover distribution less than $500.

17.1.1 Eligible Rollover Distribution. An "eligible rollover distribution" is any distribution of all, or any portion of, the balance to the credit of the distributee. However, an "eligible rollover distribution" does not include the following:

(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 the distributee's designated beneficiary, or for a specified period of 10 years or more; or

(b) any distribution to the extent the distribution is required under IRC §401(a)(9); or

(c) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), unless the plan to which the distribution is to be transferred is either: (i) a qualified defined contribution plan described in IRC §401(a) or IRC §403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible, or (ii) an individual retirement account or annuity described in IRC §408(a); or

(d) any hardship distribution from the 401(k) portion of the Plan, if authorized; or

(e) pursuant to a policy that may be adopted by the Board, any other distribution or series of distributions that is reasonably expected to total less than $200 during a year.

17.1.2 Eligible Retirement Plan. An "eligible retirement plan" for a Participant, a spouse or a former spouse who is an alternate payee as defined in IRC §414(p) shall mean: an individual retirement account under IRC §408(a); and individual retirement annuity under IRC §408(b) or IRC §408A(b) (effective June 1, 2007); and annuity plan described in IRC §403(a); and annuity described in IRC 403(b)

(provided the annuity provides for separate accounting for amounts transferred (and earnings thereon), including separately account for the portion of the distribution which is includible in gross income and the portion which is not); or an eligible defined contribution plan described in IRC §457(b) maintained by an eligible employer under IRC §457(e)(1)(A). An "eligible retirement plan" for a distributee who is a nonspouse beneficiary shall be limited to an individual retirement account described in IRC §408(a) or an individual retirement annuity described in IRC §408(b) established by the nonspouse beneficiary to accept the direct rollover as an "inherited IRA" under IRC § 402(c)(11) (the IRA must be established in a manner that identifies it as an IRA with respect to a deceased individual and also identifies the deceased individual and the beneficiary.).

17.1.3 Distributee. A "distribute" includes: (a) a Participant or former Participant; (b) the surviving spouse of a Participant or former Participant; (c) a spouse or former spouse who is the alternate payee under a QDRO; or (d) a nonspouse beneficiary.

17.1.4 Direct Rollover. A "direct rollover" is a payment by the Plan to the eligible retirement plan specified by the distributee.

17.2 Direct Rollovers to the Plan. The Board is authorized to accept a direct rollover of an eligible rollover distribution for the benefit of an Employee, if authorized by and made subject to the policies and procedures which may be established and amended by the Board from time to time, from the following:

(a) a qualified plan described in IRC §401(a) or IRC §403(a), excluding after-tax employee contributions.

(b) a qualified plan described in IRC §401(a) or IRC §403(a), including after-tax employee contributions. The Trustee shall separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(c) an annuity contract described in IRC §403(b), excluding after-tax employee contributions.

(d) an eligible plan under IRC §457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

17.3 Failed Rollovers from Other Plans. If, after accepting a rollover for the benefit of an Employee which the Board reasonably concluded was eligible at the time, the Board determines that the rollover contribution included an ineligible rollover amount, then the Board may:

(a) distribute the amount of the invalid rollover contribution, plus earnings, to the Participant;

(b) transfer the amount of the invalid rollover contribution, plus earnings, back to the retirement plan and/or IRA from which it originated; or

(c) keep the invalid rollover contribution, plus earnings, in the Plan contingent upon the correction, of the defect making the rollover contribution ineligible, pursuant to the Employee Plans Compliance Resolution System, as presently described in Revenue Procedure 2008-50, and as amended from time to time, or similar program.

ARTICLE 18

QUALIFIED MILITARY SERVICE,

18.1 Qualified Military Service. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with IRS §414(u). With respect to this requirement, the following shall apply:

(a) A Participant re-employed under United States Code, Title 38, Chapter 43 ("Chapter 43"), shall be treated as not having incurred a break in service with the Participating Employer by reason of the Participant's period of qualified military service. The term "qualified military service" means any service in the uniformed services (as defined in Chapter 43) by any individual if such individual is entitled to re-employment rights under Chapter 43 with respect to such service.

(b) Each period of qualified military service served by a Participant is, upon re-employment under Chapter 43, deemed with respect to the Plan to constitute service with the Participating Employer for the purpose of determining nonforfeitability of the Participant's accrued benefits under the Plan and for the purpose of determining the accrual of benefits under the Plan.

(c) A Participant re-employed under Chapter 43 is entitled to accrued benefits that are contingent upon the making of, or are derived from, employee contributions or elective deferrals only to the extent the Participant makes payment to the plan with respect to such contributions or deferrals. No such payment may exceed the amount the Participant would have been permitted or required to contribute had the Participant remained continuously employed by the Participating Employer throughout the period of qualified military service. Any payment to such plan shall be made during the period beginning with the date of re-employment and the duration of which is limited to the lesser of: (i) 3 times the period of the qualified military service, or (ii) 5 years.

18.2 HEART Act Provisions.

18.2.1 Death Benefits (effective on or after January 1, 2007). If a Participant dies while performing qualified military service (as defined in IRC §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

18.2.2 No Deemed Service For Disability (effective on or after January 1, 2007). The Plan does not treat an individual who dies or becomes disabled (as defined

under the terms of the Plan) while performing qualified military service as having resumed service with the Employer for benefit accrual purposes.

18.2.3 Differential Wage Payments (effective for years beginning after December 31, 2008). A participant receiving a differential wage payment, as defined by IRC §3401(h)(2), is treated as an employee of the Employer making the payment and the differential wage payment is treated as compensation under this Plan. This Plan is not treated as failing to meet the requirements of any provision described in IRC §414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment. However, the preceding sentence shall apply only if all employees of the Employer performing service in the uniformed services described in IRC §3401(h)(2)(A) are entitled to receive differential wage payments (as defined in IRC §3401(h)(2)) on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Employer, to make contributions based on the payments on reasonably equivalent terms (taking into account IRC §§410(b)(3), (4), and (5)).

18.2.4 Severance From Employment. A Participant is treated as having been severed from employment during any period the individual is performing service in the uniformed services described in IRC §3401(h)(2)(A).

18.2.5 Suspension Of Deferrals. If a Participant elects to receive a distribution by reason of severance from employment, death or disability, the Participant may not make an elective deferral or employee contribution during the 6-month period beginning on the date of the distribution.

ARTICLE 19

UNCLAIMED BENEFITS

19.1 Missing Participant. The Administrator, by certified or registered mail addressed to the Participant's or Beneficiary's last known address of record with the Administrator or Employer, shall notify any Participant or Beneficiary that he or she is entitled to a distribution under the Plan, and the notice shall state the provisions of this Section. If the Administrator is unable to locate and notify a Participant or beneficiary at his or her last known address, then the Administrator may attempt to notify the Participant through the Internal Revenue Service's letter forwarding program, as presently described in Revenue Procedure 1994-22, and as amended from time to time, or under the Social Security Administration search program. If (i) the Participant's vested account balance is greater than the limit set forth in Section 11.4 and the Participant has passed the Retirement Date, and (ii) the Participant or Beneficiary fails to claim the Participant's benefits or make his or her whereabouts known in writing to the Administrator by the earlier of (x) the date that is immediately prior to three years (adjusted according to the abandonment period of the escheat laws of the applicable state) after the date of notification, or (y) the Participant's required beginning date for distributions under IRC §401(a)(9), then the Administrator and Trustee shall hold, administer and distribute the Participant's account balance as follows:

(a) If the whereabouts of the Participant are unknown, but the whereabouts of the Participant's Beneficiary are then known to the Board may direct the Administrator to make distributions to the Beneficiary.

(b) If the Participant and the Participant's Beneficiary are unknown to the Administrator, but the whereabouts of one or more of the Participant's relatives by blood, adoption or marriage are known to the Administrator, the Board may direct the Administrator to make distributions of the Participant's account to any one or more of such relatives and in such proportions as the Board may determine.

(c) If the Administrator does not know or learn the whereabouts of any of the above persons within the time limits prescribed above, then the Board may declare the Participant's account to be treated as a forfeiture; provided, however, the account shall be reinstated in the event that the Participant or Beneficiary shall ever appear and make a claim. The Administrator may notify the Social Security Administration or the Internal Revenue Service Disclosure Staff of the Participant's or Beneficiary's failure to claim the distribution and request that the applicable agency contact the recipient either before or after the forfeiture.

(d) While payment is pending, the Board may direct the Administrator to hold the Participant's account in a segregated account invested at the discretion of the Board. However, after an account balance shall be declared

forfeited, a Participant or Beneficiary shall be entitled only to the minimum return required by law (which may be 0%). A segregated account shall be credited with all profits, losses and expenses it earns or incurs. Any payment made pursuant to this provision shall operate as a complete discharge of all obligations of the Board and Administrator to the extent of the distributions so made.

19.2 Incompetent Participant. If, in the opinion of the Administrator, a Participant, alternate payee or beneficiary shall be or become legally incompetent to manage his or her affairs by reason of minority, illness, or injury or other defect, then any distribution from the Participant, alternate payee or beneficiary's account will be paid for his or her benefit in such of the following ways as the Employer or Administrator shall direct:

(a) to the attorney in fact of the Participant, alternate payee or beneficiary holding a current, valid power of attorney, or

(b) if to any minor beneficiary, to the minor beneficiary's parent or legal guardian as custodian under the Uniform Transfers to Minors Act in effect under the laws of the state in which the minor beneficiary is domiciled at the time of distribution, or

(c) to the court-appointed conservator, guardian, or other fiduciary having authority over the estate of the Participant, alternate payee or beneficiary.

ARTICLE 20

401(k) CONTRIBUTION AND

EMPLOYER MATCHING CONTRIBUTIONS

20.1 Plan 401(k) Provisions.

20.1.1 Eligibility. All Participants shall be eligible to participate in the IRC §401(k) portions of this Plan as provided in this Article.

20.1.2 Payment of Benefits. A Participants' elective deferral account shall not be distributable until the earlier of:

(a) Participant's death;

(b) Participant's disability;

(c) as required or authorized to an alternate payee under a QDRO; or

(d) Participant's severance from employment.

20.1.3 Controlling Provisions. The provisions of the Plan shall control the 401(k) portion of the Plan except as specifically modified by this Article.

20.2 Elective Deferrals. A Participant may elect to contribute to the Plan but shall not be obligated or required to contribute. A Participant, at the Participant's option, may make Elective Deferrals to the Plan under IRC §401(k) and/or IRC §414(v).

20.2.1 Vesting. A Participant's Elective Deferrals under the IRC §401(k) and/or IRC §414(v) portions of the Plan, including the earnings thereon, shall be 100-percent vested.

20.2.2 Election to Make Pre-tax Elective Deferrals under IRC §401(k) and/or IRC §414(v). A Participant may elect to reduce the Employee's Annual Compensation to make a pre-tax contribution ("Elective Deferral") to the Plan.

20.2.3 Elective Deferral Limits.

(a) Dollar Limit. A Participant's Elective Deferrals, other than Catch-Up Contributions, shall not exceed either of the following limits:

(1) 100% of the Participant's Annual Compensation; and

(2) the Elective Deferral limit of $11,000 (for calendar year 2002) as indexed pursuant to IRC §402(g), as of the first day of the Plan Year.

(b) Catch-Up Contributions. A Participant who is age 50 or over by the end of the taxable year may make "catch-up" elective deferrals to the 401(k) portion of the Plan. A Participant's catch-up deferrals shall not exceed either of the following limits:

(1) the excess (if any) of the Participant's Annual Compensation, less the Participant's Elective Deferrals for the year; and/or

(2) the catch-up deferral limit of $5,000 (for calendar year 2006), as indexed pursuant to IRC §414(v)(2)(B).

20.2.4 Administration. Elective Deferrals shall be made according to uniform rules established by the Administrator, shall be accounted for separately and shall be available to all eligible Employees on a nondiscriminatory basis. The Administrator or Participating Employer shall maintain records to demonstrate compliance with the Actual Deferral Percentage (ADP). Catch-up contributions are not subject to the limits on annual additions and are not counted in the ADP test.

(a) Current Availability. An Employee may make a deferral election only with respect to an amount that is not currently available to the Employee as of the date of the election. Further, an Employee may make a deferral election only with respect to amounts that would (but for the deferral election) become currently available after the later of the date on which the Employee is eligible to participate in this Plan. Contributions will be considered made pursuant to a deferral election only if the contributions are made after the Employee's performance of service with respect to which the contributions are made (or when the cash or other taxable benefit would be currently available, if earlier).

(b) Election Modifications. The Board, at least once each Plan Year and as of the first day of the Plan Year, shall permit a Participant to begin making Elective Deferrals to the Plan, to modify the amount or frequency of Elective Deferrals or to terminate the election to make Elective Deferrals to the Plan. However, an Employee who shall become eligible during the Plan Year may commence participation as of the day that the Employee enters the Plan.

20.2.5 Distribution of Excess Elective Deferrals.

(a) This paragraph shall apply for Plan Years beginning before January 1, 2006. A Participant who has an Excess Elective Deferral shall give written notice to the Administrator not later than April 15 of the year following the Participant's taxable year in which there was an Excess Elective Deferral. The Employer may

notify the Plan on behalf of the Participant of the Participant's Excess Elective Deferral.

(b) This paragraph shall apply for Plan Years beginning after December 31, 2005. A Participant may assign to this Plan any Excess Elective Deferrals made during a taxable year of the Participant by notifying the Administrator, on or before March 15 of the Participant's following taxable year, of the amount of the Excess Elective Deferrals to be assigned to the Plan. Absent actual notice, a Participant shall be deemed to notify the Administrator of any Excess Elective Deferrals that arise by taking into account only those Elective Deferrals made to this Plan and any other plan, contract or arrangement of the Employer.

(c) During the Participant's taxable year of deferral, the Plan may distribute all or a portion of an Elective Deferral made during such year if both the Participant and the Plan designate the distribution as an Excess Elective Deferral, and the correcting distribution is made after the date on which the Plan received the Excess Deferral. In this event, the Participant shall be deemed to have designated the distribution as an Excess Elective Deferral.

(d) Notwithstanding any other provision of the Plan, Excess Elective Deferrals, plus any income and minus any loss allocable thereto, shall be distributed no later than April 15 to any Participant to whose account Excess Elective Deferrals were assigned for the preceding year and who claims Excess Elective Deferrals for such taxable year or calendar year. For years beginning after 2005, a distribution of Excess Elective Deferrals for a year shall be made first from the Participant's Pre-tax Elective Deferral account, to the extent Pre-tax Elective Deferrals were made for the year, unless the Participant specifies otherwise.

(e) An Excess Elective Deferral that is not distributed by April 15 following the taxable year of deferral, shall be included in the Participant's gross income both in the taxable year of deferral and the taxable year of distribution.

(f) The income or loss allocated to the corrective distribution shall be equal to the sum of the gain or loss for the Participant's elective deferral account for the taxable year and the allocated gain or loss for the period between the end of the taxable year to the date of distribution. The income or loss may be calculated as set forth in either (1) or (2) below.

(1) Any reasonable method, provided that the method shall not violate IRC §401(a)(4); shall be used consistently for all Participants and all corrective distributions under the Plan

Year; and shall be used for allocating income to Participants' accounts.

(2) The income allocated for the taxable year shall be determined by multiplying the income for the taxable year allocated to the Elective Deferral by a fraction. The numerator shall be the Participant's Excess Elective Deferral for the taxable year. The denominator shall be the Participant's total account balance excluding any income or loss for the taxable year.

(g) A Highly Compensated Employee's Excess Elective Deferral, whether or not distributed, shall be included in the ADP test.

20.2.6 Qualification Requirement. The Participant's election to reduce the Participant's Annual Compensation to make a contribution to the Plan shall be permitted only if the Plan will remain a qualified plan.

20.2.8 ADP Test. The ADP for the Highly Compensated Employees must satisfy either of two tests (the "ADP Test"). First, the ADP for the Highly Compensated Employees for the current Plan Year shall not be more than 1.25 times the ADP of the non-Highly Compensated Employees for the prior Plan Year ("Prior Year Testing"). Second, the excess of the Highly Compensated Employees' ADP over the ADP of the non-Highly Compensated Employees for the prior Plan Year shall not be more than 2 percentage points and the Highly Compensated Employees' ADP shall not be more than 2 times the ADP of the non-Highly Compensated Employees.

20.2.9 ADP Testing Rules. For purposes of making the ADP calculation, the following testing rules shall.

(a) Compensation. Compensation, for purposes of calculating the ADP, shall mean all of the Participant's Annual Compensation received by the Participant during the portion of the Plan Year in which the Participant shall be eligible to participate in the Plan.

(b) Eligible Employees. All Employees eligible to participate in the Plan, whether or not participating, shall be considered in calculating the ADP; provided, however, if any Employees are eligible to participate before they have completed the minimum age and service requirements of IRC §410(b)(1), then, at the discretion of the Administrator, either:

(1) the Plan shall be disaggregated into separate parts and the ADP test shall be performed separately for all eligible Employees who have completed a Year of Service and have attained the age of 21 years, and for all Employees

who have not completed a Year of Service or have not attained the age of 21 years, or

(2) the Plan shall apply IRC §410(b)(4)(B) in determining whether the cash or deferred arrangement meets the requirements of IRC §410(b)(1) and, in determining whether the arrangement passes the ADP Test, the ADP Test shall be performed under the Plan (determined without regard to disaggregation under Treas. Reg. §1.410(b)-7(c)(3)), using the ADP for all eligible HCEs for the plan year and the ADP of eligible NHCEs for the applicable year, disregarding all NHCEs who have not met the minimum age and service requirements of IRC §410(a)(1)(A).

(c) Allocation of Deferral. The deferral shall be paid and allocated to the Participant's account on a day within the Plan Year.

(d) Plan Aggregation. In the event that this Plan satisfies the requirements of IRC §§401(k), 401(a)(4), or 410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such sections of the Internal Revenue Code only if aggregated with this Plan, then this Section shall be applied by determining the ADP of Employees as if all such plans were a single plan. If more than 10 percent of the Employer's Non-highly Compensated Employees are involved in a plan coverage change as defined in Treas. Reg. §1.401(k)-2(c)(4), then any adjustments to the Nonhighly Compensated Employees' ADP for the prior year will be made in accordance with such Regulations, unless the Plan provides for use of the Current Year Testing method. Plans may be aggregated in order to satisfy IRC §401(k) only if they have the same Plan Year and use the same ADP testing method.

(e) HCE ADR. A Highly Compensated Employee Participant's Actual Deferral Ratio ("ADR") shall be the sum of the Participant's Elective Deferrals for all Employer's cash or deferred plans in which the Participant shall be eligible to participate, divided by the Participant's Annual Compensation. If a Highly Compensated Employee shall participate in two or more Employer plans that have different Plan Years, all Elective Deferrals made during the Plan Year under all such arrangements shall be aggregated. For plan years beginning before 2006, all such cash or deferred arrangements ending with or within the same calendar year shall be treated as a single arrangement. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated under regulations under IRC §401(k), except as set forth in subparagraph (d), above.

(f) Other ADP Requirements. The determination and treatment of the ADP amounts shall satisfy all other requirements prescribed by the Secretary of Treasury.

20.2.9 Administrator's Correction Discretion. If the Participant's election to reduce the Participant's Annual Compensation to make an Elective Deferral to the Plan would disqualify the Plan, to assure that the Plan shall remain a qualified plan, the Employer, in the Employer's sole discretion, shall have the right to either limit the election of a Participant or distribute the Excess Contributions (plus any income or minus any loss) to the Participant.

20.2.10 Distribution of Excess Contribution Before 2006. The Excess Contribution (plus any income or minus any loss) shall be paid not later than the end of the Plan Year following the Plan Year for which the Excess Contribution relates, except to the extent that the Excess Contributions are classified as Catch-Up Contributions. The Employer shall be subject to a 10-percent excise tax if the distribution of the Excess Contribution shall not be made within two and one-half months after the last day of the Plan Year for which the Excess Contribution relates. The Plan shall fail to satisfy IRC §401(a)(4), 401(k)(3) and/or §401(m)(3) if the distribution shall not be made prior to the end of the Plan Year following the Plan Year for which the Excess Contribution relates.

(a) Calculation of Amount to Distribute. The Excess Contribution (plus any income or minus any loss), except to the extent that the Excess Contributions are classified as Catch-Up Contributions, shall be distributed until the Plan satisfies the ADP test pursuant to the following steps:

(1) First, the highest permitted Actual Deferral Ratio ("ADR") for the Highly Compensated Employees shall be determined. In determining the highest permitted ADR, the ADR of the Highly Compensated Employee with the highest ADR is reduced to equal the ADR of the Highly Compensated Employee with the next highest ADR. If a lesser reduction would enable the Plan to meet the ADP test, only the lesser reduction may be made. This process is repeated until the Plan would satisfy the ADP test. The highest ADR remaining under the Plan after this leveling process is completed is the highest permitted ADR. The amount by which each Highly Compensated Employee's Elective Deferrals shall be reduced is the Employee's Excess Contribution. The sum of these reductions represents the total of the Excess Contributions that shall be distributed.

(2) The amount of the Excess Contributions to be distributed to each Highly Compensated Employee shall be determined next, based on the dollar amount of Elective Deferrals

made by or on behalf of the Highly Compensated Employee.

(3) The Elective Deferrals of the Highly Compensated Employee with the highest dollar amount of Elective Deferrals shall be reduced by the amount that will cause that Participant's Elective Deferrals to equal the Elective Deferrals of the Highly Compensated Employee with the next highest dollar amount of Elective Deferrals. This amount shall then be distributed to the Highly Compensated Employee with the highest dollar amount of Elective Deferrals; provided, however, if a lesser reduction, when added to the total dollar amount already distributed under these steps, if any, would equal the total of the Excess Contributions, only the lesser reduction amount shall be distributed.

(4) If the amount distributed shall be less than the total of the Excess Contributions, the preceding steps shall be repeated until the total of the Excess Contributions shall be distributed.

(b) Income Allocable to Excess Contributions. The income or loss allocated to the corrective distribution shall be equal to the sum of the gain or loss for the Plan Year and the allocated gain or loss for the period between the end of the taxable year to the date of distribution. The income or loss may be calculated as set forth in either (X) or (Y) below.

(X) Any reasonable method, provided that the method does not violate IRC §401(a)(4); shall be used consistently for all Participants and all corrective distributions under the Plan for the Plan Year; and shall be used for allocating income to Participants' accounts;

(Y) The income allocated for the Plan Year shall be determined by multiplying the income for the Plan Year allocated to Elective Deferrals by a fraction. The numerator shall be the Participant's Excess Contributions for the Plan Year. The denominator shall be the Participant's total account balance excluding any income or loss for the Plan Year.

20.2.11 Distribution of Excess Contribution After 2005. .A distribution of the Excess Contribution (plus any income or minus any loss), except to the extent that the Excess Contributions are classified as Catch-Up Contributions, shall be paid not later than the end of the Plan Year following the Plan Year for which the

Excess Contribution relates. The Employer shall be subject to a 10-percent excise tax if the distribution of the Excess Contribution shall not be made within two and one-half months after the last day of the Plan Year for which the Excess Contribution relates. The Plan shall fail to satisfy IRC §401(a)(4), 401(k)(3) and/or §401(m)(3) if the distribution shall not be made prior to the end of the Plan Year following the Plan Year for which the Excess Contribution relates.

(a) Distribution of Excess Contribution Procedures. The Excess Contribution (plus any income or minus any loss), except to the extent that the Excess Contributions are classified as Catch-Up Contributions, shall be distributed until the Plan satisfies the ADP test pursuant to the following steps:

(1) Calculation of total amount to be distributed. The following procedures shall be used to determine the total amount of the excess contributions to be distributed:

(A) Calculate the dollar amount of Excess Contributions for each HCE. The amount of Excess Contributions attributable to a given HCE for a Plan Year is the amount (if any) by which the HCE's contributions taken into account under this Section shall be reduced for the HCE's ADR to equal the highest permitted ADR under the plan. To calculate the highest permitted ADR under a plan, the ADR of the HCE with the highest ADR is reduced by the amount required to cause that HCE's ADR to equal the ADR of the HCE with the next highest ADR. If a lesser reduction would enable the arrangement to satisfy the requirements of subparagraph (A)(III), below, only this lesser reduction shall be used in determining the highest permitted ADR.

(B) Determination of the total amount of Excess Contributions. The process described in paragraph A., above, shall be repeated until the arrangement would satisfy the requirements of paragraph C., below. The sum of all reductions for all HCEs determined under paragraph (A), above, is the total amount of Excess Contributions for the Plan Year.

(C) Satisfaction of ADP test. The Plan will satisfy this paragraph C. if the Plan would satisfy the ADP test if the ADR for each HCE were determined after the reductions described in paragraph (A), above and paragraph (B), above.

(2) Apportionment of total amount of Excess Contributions among the HCEs. The following procedures shall be used in apportioning the total amount of Excess Contributions determined under paragraph (1), above, among the HCEs:

(A) Calculate the dollar amount of Excess Contributions for each HCE. The contributions of the HCE with the highest dollar amount of contributions taken into account under this Section are reduced by the amount required to cause that HCE's contributions to equal the dollar amount of the contributions taken into account under this Section for the HCE with the next highest dollar amount of contributions taken into account under this Section. If a lesser apportionment to the HCE would enable the plan to apportion the total amount of Excess Contributions, only the lesser apportionment would apply.

To the extent a Highly Compensated Employee has not reached his or her Catch-up Contribution limit under the Plan, Excess Contributions allocated to such Highly Compensated Employee are Catch-up Contributions and will not be treated as Excess Contributions.

(B) Limit on amount apportioned to any individual. For purposes of this paragraph, the amount of contributions taken into account under this Section with respect to an HCE who is an eligible employee in more than one plan of an Employer is determined by taking into account all contributions otherwise taken into account with respect to such HCE under any plan of the Employer during the Plan Year of the plan being tested as being made under the plan being tested. However, the amount of Excess Contributions apportioned for a Plan Year with respect to any HCE must not exceed the amount of contributions actually contributed to the plan for the HCE for the Plan Year. Thus, in the case of an HCE who is an eligible employee in more than one plan of the same employer to which elective contributions are made and whose ADR is calculated in accordance with Treas. Reg. §1.401(k)-2(a)(3)(ii), the amount required to be distributed under this paragraph shall not exceed the contributions actually contributed to the Plan and taken into account under this Section for the Plan Year.

(C) Apportionment to additional HCEs. The procedure described above shall be repeated until the total amount of Excess Contributions determined has been apportioned.

(b) Income allocable to Excess Contributions. The income or loss allocated to the corrective distribution of Excess Contributions shall be equal to the sum of the gain or loss for the Plan Year and the allocated gain or loss for the period of time between the end of the Plan Year to the date of distribution. The income or loss may be calculated as set forth in either (1) or (2), below.

(1) Any reasonable method, provided that the method does not violate IRC §401(a)(4); shall be used consistently for all Participants and all corrective distributions under the Plan for the Plan Year; and shall be used for allocating income to Participants' accounts;

(2) The income allocated for the Plan Year shall be determined by multiplying the income for the Plan Year allocated to Elective Deferrals by a fraction. The numerator shall be the Participant's Excess Contributions for the Plan Year. The denominator shall be the Participant's total account balance excluding any income or loss for the Plan Year.

(c) Distribution. Within 12 months after the close of the Plan Year in which the excess contribution arose, the Plan shall distribute to each HCE the Excess Contributions apportioned to such HCE under this Section and the allocable income. Except as otherwise provided in this Section and Treas. Reg. §1.401(k)-2(b)(4)(i), a distribution of Excess Contributions shall be in addition to any other distributions made during the year and shall be designated as a corrective distribution by the Employer. In the event of a complete termination of the Plan during the Plan Year in which an Excess Contribution arose, the corrective distribution shall be made as soon as administratively feasible after the date of termination of the Plan, but in no event later than 12 months after the date of termination. If the entire account balance of an HCE is distributed prior to when the Plan makes a distribution of Excess Contributions in accordance with this paragraph, the distribution shall be deemed to have been a corrective distribution of Excess Contributions (and income) to the extent that a corrective distribution would otherwise have been required.

(d) Year of Inclusion. If the total amount of Excess Contributions, and Excess Aggregate Contributions distributed to a Participant under the Plan for any Plan Year is under $100 (excluding income), the corrective distribution of Excess Contributions (and income) is

includible in gross income of the recipient in the tax year of the recipient in which it is received.

20.2.12 Definitions. The following words shall have the following meanings, for purposes of this Article, unless the context clearly indicates otherwise:

(a) **"Actual Deferral Percentage"** (ADP) shall mean, for a Plan Year and for either the Highly Compensated Employees or non-Highly Compensated Employees, tested separately, the average of the Actual Deferral Ratios (calculated separately for each Participant). Employer's contribution for a Participant shall include (1) a Participant's Elective Deferral, including any excess elective deferral whether or not distributed.

(b) **"Actual Deferral Ratio"** or "ADR" shall mean a Participant's Elective Deferral (excluding catch-up contributions) divided by the Participant's compensation, as defined in this Article, for the period of time during the Plan Year that the Participant was eligible to participate in the Plan.

(c) **"Catch-up Contributions"** shall mean Elective Deferrals made to the Plan that are in excess of an otherwise applicable plan limit and that are made by a Participant who shall be at least 50 years of age by the end of his or her taxable year. An otherwise applicable Plan limit is a limit in the Plan that applies to Elective Deferrals without regard to Catch-up Contributions, such as the limits on annual additions, the dollar limitation on Elective Deferrals under IRC §402(g) (not counting Catch-up Contributions) and the limit imposed by the actual deferral percentage (ADP) test under IRC §401(k)(3).

(d) **"Elective Deferral"** shall mean any Employer contribution to the Plan, at the Participant's election, in lieu of cash compensation. A Participant's Elective Deferral shall be the sum of all Employer's contributions made on behalf of the Participant to any qualified 401(k) plan; to any simplified employee pension cash or deferred arrangement described in IRC §408(k)(6); to any SIMPLE IRA plan described in IRC §408(p), any plan described in IRC §501(c)(18); and any Employer contribution, made pursuant to a salary reduction, to purchase an annuity under IRC §403(b). For years beginning after 2005, the term "Elective Deferrals" includes both Pre-tax Elective Deferrals and Roth Elective Deferrals. Pre-tax Elective Deferrals are a Participant's Elective Deferrals that are not includible in the Participant's gross income at the time deferred. An Elective Deferral shall not include any amount distributed as an excess annual addition.

(e) **"Excess Contribution"** shall mean, for each Highly Compensated Employee, the amount by which the Participant's Elective Deferrals must be reduced in order for the Participant's actual deferral ratio to equal the highest actual deferral ratio permitted under the ADP test. Excess Contributions shall be treated as an annual addition.

(f) **"Excess Elective Deferral"** shall mean the amount of the Elective Deferral which shall exceed the dollar amount of permissible Elective Deferral pursuant to IRC §402(g) and, if applicable, IRC §414(v), for a Participant's taxable year. The Excess Elective Deferral shall be treated as an annual addition and shall be included in the Participant's gross income unless the Excess Elective Deferral shall be distributed no later than the first April 15 following the close of the Participant's taxable year, pursuant to this Article.

20.3 Employer Matching Contributions. A Participating Employer shall make matching contributions based on a Participant's 401(k) contributions pursuant to the Participating Employer's collective bargaining agreement.

20.3.1 Vesting. Marching contributions are subject to the following vesting schedule, except in the case of a plant closure under paragraph c., below:

Years of Vesting Service	Percentage of Vesting
less than 3 years	0%
3 years or more	100%

(a) Years Of Vesting Service. Years of Vesting Service with the Participating Employer making the matching contribution shall be calculated based on the elapsed time and as provided below.

(1) Vesting shall commence on the "employment commencement date" and shall accrue through the "severance from service date" as defined in Treas. Reg. §§1.410(a)-7(b)(1) and (2).

(2) The computation period, for purposes of calculating vesting under this paragraph, shall be the twelve consecutive months, thereafter, commencing on the day on which the Participant first performs an Hour of Service.

(b) Forfeitures. Forfeitures of the matching contributions shall be used to pay reasonable administrative costs associated with the forfeiture and the balance shall reduce the Participating Employer's future matching contributions.

(c) Plant Closure. Matching contributions for affected Participants shall be 100% vested in the event of a shut down or discontinuance of a plant or department which is certified by the Board.

20.3.2 Administration. The Administrator shall maintain records of the amount of matching contributions allocated to each Participant, to demonstrate compliance with the Actual Contribution Percentage ("ACP") test.

20.3.3 ACP Testing. The ACP for the Highly Compensated Employees must satisfy either of two tests (the "ACP Test"). First, the ACP of the Highly Compensated Employees for the current Plan Year shall not exceed 125 percent of the percentage of the non-Highly Compensated Employees for the previous Plan Year. Second, the ACP of the Highly Compensated Employees for the current Plan Year shall not exceed the lesser of: (I) 200 percent of the percentage of the non-Highly Compensated Employees for the previous Plan Year; or (II) the percentage of the non-Highly Compensated Employees plus 2 percentage points ("Prior Year Testing").

20.3.4 Testing Rules. For purposes of making the ACP calculation, the following testing rules shall apply.

(a) Compensation. For purposes of calculating the ACP, "compensation" shall mean all of the Participant's Annual Compensation, prior to any Elective Deferral, received by the Participant during the portion of the Plan Year in which the Participant shall be eligible to participate in the Plan.

(b) Eligible Employees. All Employees eligible to participate in the Employer matching portion of the Plan, whether or not participating, shall be considered in calculating the ACP; provided, however, if any Employees are eligible to participate in the 401(m) (Employer matching) before they have completed the minimum age and service requirements of IRC §410(b)(1), then, at the Administrator's discretion, either

(1) the Plan shall be disaggregated into separate parts and the ACP test shall be performed separately for all eligible Employees who have completed a Year of Service and have attained the age of 21 years, and for all Employees who have not completed a Year of Service or have not attained the age of 21 years, or

(2) the Plan shall apply IRC §410(b)(4)(B) in determining whether the Employer matching and Nondeductible Employee Contribution portion of the Plan meets the requirements of IRC §410(b)(1) and, in determining whether the arrangement passes the ACP Test, the ACP Test shall be performed under the Plan (determined without

regard to disaggregation under Treas. Reg. §1.410(b)-7(c)(3)), using the ACP for all eligible HCEs for the plan year and the ACP of eligible NHCEs for the applicable year, disregarding all NHCEs who have not met the minimum age and service requirements of IRC §410(a)(1)(A).

(3) Two or more plans, which are aggregated for qualification pursuant to IRC §401(m), §401(a)(4) or §410(b), shall be considered a single arrangement. Plans may be aggregated only if they have the same Plan Year. However, plans shall not be aggregated if they are required to be disaggregated under the regulations of IRC §401(m).

(4) A Highly Compensated Employee Participant's ACR shall be the sum of the Participant's ACR for all Employer's plans in which the Participant shall be eligible to participate. .

(5) If this Plan satisfies the requirements of IRC §401(m), §401(a)(4) or §410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such IRC sections only if aggregated with this Plan, then this Section shall be applied by determining the ACP of employees as if all such plans were a single plan. If more than 10 percent of the Employer's non-Highly Compensated Employees are involved in a plan coverage change as defined in Treas. Reg. §1.401(m)-2(c)(4), then any adjustments to the non-Highly Compensated Employees' ACP for the prior year will be made in accordance with such Regulations, unless the Employer is using the Current Year Testing method. Plans may be aggregated in order to satisfy IRC §401(m) only if they have the same Plan Year and use the same ACP testing method.

(6) The determination and treatment of the ACP amounts shall satisfy any other requirements prescribed by the Secretary of Treasury.

(7) For Plan Years beginning after December 31, 2005, with respect to disproportionate matching contributions:

(A) A matching contribution with respect to an Elective Deferral for an NHCE shall not be taken into account under the ACP test to the extent it exceeds the greatest of:

(i) 5% of the NHCE's compensation;

(ii) the NHCE's elective deferrals for a year; and

(iii) the product of 2 times the Plan's Representative Matching Rate and the Participant's Elective Deferrals for a year.

(B) For purposes of this Section, the Plan's Representative Matching Rate is the lowest matching rate for any eligible NHCE among a group of NHCEs that consists of half of all eligible NHCEs in the plan for the Plan Year who make elective deferrals for the Plan Year (or, if greater, the lowest matching rate for all eligible NHCEs in the plan who are employed by the employer on the last day of the Plan Year and who make elective deferrals for the Plan Year).

(C) For purposes of this Section, the matching rate for a Participant generally is the quotient of the matching contributions made for such Participant divided by the Participant's elective deferrals for the year. If the matching rate is not the same for all levels of elective deferrals for a Participant, the Participant's matching rate is determined assuming that a Participant's elective deferrals are equal to 6 percent of compensation.

(D) If the Plan shall provide a match with respect to the sum of the Participant's employee contributions and elective deferrals, that sum shall be substituted for the amount of the Participant's elective deferrals in the foregoing subparagraphs (A) and (C), and Participants who make either employee contributions or elective deferrals shall be taken into account under subparagraph (B), above. Similarly, if the Plan shall provide a match with respect to the Participant's employee contributions, but not elective deferrals, the Participant's employee contributions are substituted for the amount of the Participant's elective deferrals in the foregoing subparagraphs (A) and (C), above, and Participants who make employee contributions shall be taken into account under paragraph (B), above.

(8) For Plan Years beginning after December 31, 2005, Plan matching contributions shall be taken into account in determining the ACR for a Participant for a Plan Year or applicable year only if each of the following requirements is satisfied:

(A) The matching contribution is allocated to the Participant's account under the terms of the Plan as of a date within that year;

(B) The matching contribution is made on account of (or the matching contribution is allocated on the basis of) the Participant's elective deferrals or employee contributions for that year; and

(C) The matching contribution is actually paid to the Plan no later than the end of the 12-month period immediately following the year that contains that date.

(9) Matching contributions shall be forfeited if the contributions to which they relate are Excess Deferrals (unless the Excess Deferrals are for nonhighly compensated employees), Excess Contributions, or Excess Aggregate Contributions.

20.3.5 Administrator's Discretion. If a matching contribution allocated to a Participant's account would disqualify the Plan, to assure that the Plan shall remain a qualified plan, the Administrator is authorized to distribute the Excess Aggregate Contribution (plus any income or minus any loss) to the Participant. The amount of the Excess Aggregate Contribution for a Plan Year shall be determined after determining the Excess Contribution, if any, to be treated as the Participant's contribution due to the recharacterization for the Plan Year ending with or within the Plan Year.

(a) Distribution Of Excess Aggregate Contributions. A distribution of the Excess Aggregate Contribution (plus any income or minus any loss) shall be paid not later than the end of the Plan Year following the Plan Year for which the Excess Aggregate Contribution relates. The Employer shall be subject to a 10-percent excise tax if the distribution of the Excess Aggregate Contribution shall not be made within two and one-half months after the last day of the Plan Year for which the contribution relates. The Plan shall fail to satisfy IRC §401(a)(4), §401(k)(3) and/or §401(m)(3) if the distribution shall not be made prior to the end of the Plan Year following the Plan Year for which the Excess Aggregate Contribution relates.

(b) Distribution Of Excess Aggregate Contributions In Prior Years. For Plan Years ending before January 1, 2006, the Excess Aggregate Contribution (plus any income or minus any loss) shall be distributed until the Plan satisfies the ACP test pursuant to the following steps:

(1) First, the highest permitted Contribution Percentage for the Highly Compensated Employees shall be determined. In determining the highest permitted Contribution Percentage, the Contribution Percentage of the Highly Compensated Employee with the highest Contribution Percentage is reduced to equal the Contribution Percentage of the Highly

Compensated Employee with the next highest Contribution Percentage. If a lesser reduction would enable the Plan to meet the ACP test, only the lesser reduction may be made. This process is repeated until the Plan would satisfy the ACP test. The highest Contribution Percentage remaining under the Plan after this leveling process is completed is the highest permitted Contribution Percentage. The amount by which each Highly Compensated Employee's nondeductible Employee and matching contributions must be reduced is the Employee's "Excess Aggregate Contribution." The sum of these reductions represents the total of the Excess Aggregate Contributions that must be distributed.

(2) The amount of the Excess Aggregate Contributions to be distributed to each Highly Compensated Employee shall be determined next, based on the dollar amount of nondeductible employee contribution and matching contributions made by or on behalf of the Highly Compensated Employee.

(3) The Excess Aggregate Contributions of the Highly Compensated Employee with the highest dollar amount of nondeductible Employee and matching contributions shall be reduced by the amount that will cause that Participant's Excess nondeductible employee and matching contributions to equal the nondeductible employee and matching contributions of the Highly Compensated Employee with the next highest dollar amount of nondeductible employee and matching contributions. This amount shall then be distributed to the Highly Compensated Employee with the highest dollar amount of nondeductible employee and matching contributions; provided, however, if a lesser reduction, when added to the total dollar amount already distributed under these steps, if any, would equal the total of the Excess Aggregate Contributions, only the lesser reduction amount shall be distributed.

(4) If the amount distributed shall be less than the total of the Excess Aggregate Contributions, the preceding steps shall be repeated until the total of the Excess Aggregate Contributions shall be distributed.

(c) Determining Excess Aggregate Contributions. For Plan Years beginning after December 31, 2005, the following procedures shall be used to determine the total amount of the Excess Aggregate Contributions to be distributed.

(1) Calculate the dollar amount of Excess Aggregate Contributions for each HCE. The amount of Excess Aggregate Contributions attributable to an HCE for a Plan Year is the amount (if any) by which the HCE's contributions taken into account under this Section must be reduced for the HCE's ACR to equal the highest permitted ACR under the Plan. To calculate the highest permitted ACR under a plan, the ACR of the HCE with the highest ACR is reduced by the amount required to cause that HCE's ACR to equal the ACR of the HCE with the next highest ACR. If a lesser reduction would enable the plan to satisfy the requirements of paragraph (3), below, only this lesser reduction applies.

(2) The process described in paragraph (1), above, shall be repeated until the Plan would satisfy the requirements of paragraph (3), below. The sum of all reductions for all HCEs determined under paragraph (1), above, is the total amount of Excess Aggregate Contributions for the Plan Year.

(3) A Plan will satisfy this subparagraph (3) if the plan would satisfy the ACP Test if the ACR for each HCE were determined after the reductions described in subparagraphs (1) and (2) of this Section.

(d) Apportionment Excess Aggregate Contributions Among The Hces. For Plan Years beginning after December 31, 2005, the following procedures shall be used in apportioning the total amount of Excess Aggregate Contributions among the HCEs.

(1) Calculate The Dollar Amount Of Excess Aggregate Contributions For Each HCE. The contributions with respect to the HCE with the highest dollar amount of contributions taken account under this Section are reduced by the amount required to cause that HCE's contributions to equal the dollar amount of contributions taken into account under this Section for the HCE with the next highest dollar amount of such contributions. If a lesser apportionment to the HCE would enable the plan to apportion the total amount of Excess Aggregate Contributions, only the lesser apportionment would apply.

(2) Limit on amount apportioned to any HCE. For purposes of this paragraph, the contributions for an HCE who is an eligible employee in more than one plan of an Employer to which matching contributions and employee contributions are made is determined by adding together all contributions

otherwise taken into account in determining the ACR of the HCE (under the rules of Treas. Reg. §1.401(m)-2(a)(3)(ii)). However, the amount of contributions apportioned with respect to an HCE must not exceed the amount of contributions taken into account under this paragraph that were actually made on behalf of the HCE to the Plan for the Plan Year. Thus, in the case of an HCE who is an eligible Employee in more than one plan of the same Employer to which employee contributions or matching contributions are made and whose ACR is calculated in accordance with Treas. Reg. §1.401(m)-2(a)(3)(ii), the amount distributed under this paragraph shall not exceed such contributions actually contributed to the Plan for the Plan Year that are taken into account under this paragraph for the Plan Year.

(3) Apportionment to additional HCEs. The procedure in the foregoing paragraph 1. shall be repeated until the total amount of Excess Aggregate Contributions have been apportioned.

(e) Corrective Distribution Income/Loss. The income or loss allocated to the corrective distribution shall be equal to the sum of the gain or loss for the Plan Year and the allocated gain or loss for the period between the end of the taxable year to the date of distribution. The income or loss may be calculated as set forth in either (1) or (2) below.

(1) Any reasonable method, provided that the method shall not violate IRC §401(a)(4); shall be used consistently for all Participants and all corrective distributions under the Plan for the Plan Year; and shall be used for allocating income to Participants' accounts.

(2) The income allocated for the Plan Year shall be determined by multiplying the income for the Plan Year allocated to the Participant's elective contributions for the Plan Year by a fraction. The numerator shall be the Participant's Excess Aggregate Contributions for the Plan Year. The denominator shall be the Participant's total account balance excluding any income or loss for the Plan Year.

20.3.6 ACP Test Definitions. The following words shall have the following meanings, for purposes of this Article, unless the context clearly indicates otherwise:

20.3.7 ACP Test Definitions. The following words shall have the following meanings, for purposes of this Article, unless the context clearly indicates otherwise:

(1) **"Actual Contribution Percentage"** or "ACP" shall mean, for a Plan Year and for either the Highly Compensated Employees or the non-Highly Compensated Employees, tested separately, the average of the Contribution Percentages of the eligible Participants in the group.

(2) **"ACR"** or "Contribution Percentage" shall mean the Participant's Contribution Percentage Amounts divided by the Participant's compensation, as defined in this Article, for the period of time during the Plan Year that the Participant was eligible to participate in the Plan.

(3) **"Contribution Percentage Amount"** shall mean the sum of the (a) Employee Contributions; (b) matching contributions; and (c) amounts recharacterized as Elective Deferrals (so long as the ADP test is met before the Elective Deferrals are used in the ACP test and continues to be met following the exclusion of those Elective Deferrals that are used to meet the ACP test); made to the Plan on behalf of the Participant for the Plan Year. The ACP shall not include any matching contributions that shall be forfeited either to correct Excess Aggregate Contributions or because the contributions to which they relate are Excess Elective Deferrals, Excess Contributions or Excess Aggregate Contributions.

(4) **"Employee Contribution"** shall mean any contribution (other than Roth Elective Deferrals) made to the Plan by or on behalf of a Participant that is included in the Participant's gross income in the year in which made and that is maintained under a separate account to which earnings and losses are allocated.

(5) **"Excess Aggregate Contribution"** shall mean, for a Highly Compensated Employee in a Plan Year, the excess of a Participant's contributions over the maximum amount permitted by the ACP test for the Highly Compensated Employee.

(6) **"Matching Contribution"** shall mean an employer contribution made to this or any other defined contribution plan on behalf of a Participant on account of an Employee Contribution made by such Participant, or on account of a Participant's Elective Deferral, under a plan maintained by the Employer.

20.4 Additional Testing Rules.

20.4.1 Elimination Of Gap Period Income (Effective June 1, 2008). The Plan shall not calculate and distribute earnings for the gap period (the period after the close of the Plan Year and the date of distribution) with regard to the distribution of:

(a) excess deferrals under IRC §402(g);

(b) excess contributions under IRC §401(k)(8)(B); or

(c) excess aggregate contributions under IRC §401(m)(6)(B).

20.4.2 Elimination Of Multiple Use Test (Effective June 1, 2002). The multiple use test described in Treasury Regulation §1.401(m)-2 and applicable Plan provisions shall not apply.

ARTICLE 21

SPENDTHRIFT PROVISIONS

21.1 Personal Protection. The provisions of this Plan are intended as personal protection for the Participants. A Participant shall not have any right to assign, anticipate or transfer any asset held for the Participant's benefit, including amounts credited to the Participant's Account Balance. The benefits under this Plan shall not be subject to seizure by legal process or be in any way subject to the claims of the Participant's creditors, except for (a) a domestic relations order entered before January 1, 1985; or (b) a QDRO entered after December 31, 1984. The Plan's benefits, or the trust assets, shall not be considered an asset of a Participant in the event of the Participant's insolvency or bankruptcy except as provided by law.

21.2 Attempted Assignment Or Receipt By Third Party. If a Participant shall attempt to assign, anticipate or transfer any asset held for the Participant's benefit, or should the benefits be received by anyone other than the Participant or the Participant's designated beneficiary, the Board in the Board's sole and absolute discretion, may terminate the Participant's interest in the benefits and hold or apply on behalf of the Participant the Participant's benefits for the Participant, the Participant's spouse, children or other dependents.

ARTICLE 22

TRUST ESTABLISHED

22.1 This Plan is intended to qualify as a tax-exempt trust under the provisions of IRC §401. This agreement is executed upon the express condition precedent that it shall be approved and qualified by the Internal Revenue Service as meeting the requirements of the Internal Revenue Code and regulations issued thereunder with respect to employee trusts which shall permit Participating Employers to deduct for income tax purposes the amount of its contributions to the trust. If this Plan shall be held by the Internal Revenue Service not to be initially qualified, this Plan shall be void and all Participating Employer contributions which were paid and conditioned on qualification of this Plan shall be returned to the Participating Employers within one year after the denial of the qualification of the Plan only if the application for qualification was made within the time prescribed by law for filing Employer's income tax return in the taxable year in which the Plan was adopted or a later date as the Secretary of Treasury may prescribe. If the Plan shall not be initially qualified, the Participants shall not have any rights or claims to any assets to the trust.

ARTICLE 23
RESTATEMENT EFFECTIVE DATES

The following provisions shall be effective as of the effective date provided. The terms of this Plan prior to this restatement, if applicable, shall be effective prior to the indicated effective date.

Amendment	Effective Date	Provision
#1	June 1, 2002	EGTRRA model amendment (submitted with GUST restatement)
#2	June 1, 2002	Included in this EGTRRA restatement (submitted with GUST restatement)
#3	June 1, 2002	Included in this EGTRRA restatement (annual compensation definition)
#4	June 1, 2003	Included in this EGTRRA restatement (final IRC §401(a)(9) regulations)
#5	June 1, 2002	Included in this EGTRRA restatement
#6	January 1, 2003	Article 15 (revised claims procedure)
#7	June 1, 2003	Section 22.3.1(c) (matching contributions vested on shut down)
#8	June 1, 2003	Section 20.1.2(d) (severance from employment)
#9	December 31, 2003	Section 2.27 (QDRO expenses)
#10	June 1, 2004	Section 10.1.3 (vesting) and Section 10.3 (break in service)
#11	March 28, 2005	Section 11.2.3 (mandatory IRA rollover)
#12	June 1, 2006	Article 23 (final 401(k) regulations)
#13	February 5, 2007	Sections 17.1.2 and 17.1.3 (PPA: nonspousal rollovers)
	February 5, 2007	Plan (PPA: references to 90 days changed to 180 days)
	September 1, 2007	Section 11.1 (distribution options simplified)
#14	October 29, 2008	Section 11.2.4 (payment changes)
#15	January 1, 2008	Sections 6.3, 6.4 and 6.5 (final 415 regulations)
#16	September 1, 2010	Section 9.3.3 and 9.3.4 (change default beneficiary designations)
#1	January 1, 2007	HEART Act amendment (Section 18.2)

TOC-WOODWORKERS, IAM DEFINED CONTRIBUTION PLAN AND TRUST

Signed on behalf of the Sponsors of the TOC-Woodworkers, IAM Defined Contribution Plan and Trust.

IAM District Lodge W24 (successor to Woodworkers District Lodge 1, IAM, AFL-CIO)

Bob Wilson
Date Executed: 5-4-12

VIGILANT (successor to Timber Operators Council, Inc.)

Rodger Glos
Date Executed: 4/26/2012