# UA LOCAL 190 DEFINED CONTRIBUTION PLAN

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THIS PLAN is amended and restated as of the 1st day of June, 2014, by the Trustees of the UA Local 190 Defined Contribution Trust (formerly known as the UA Local 190 Plumbers/ Pipefitters/ Service Technicians/ Gas Distribution Defined Contribution Trust) (the "Board of Trustees").

W I T N E S S E T H :

WHEREAS, the Board of Trustees desires to amend and restate the UA Local 190 Defined Contribution Plan (formerly known as the UA Local 190 Plumbers/ Pipefitters/ Service Technicians/ Gas Distribution Defined Contribution Plan) (the"Prior Plan") for the sole and exclusive benefit of those Employees who shall be eligible to participate under the terms and conditions hereinafter set forth, and for the benefit of their dependents and beneficiaries in the event of the death of such Employees; and

WHEREAS, the Plan hereby amended and restated is intended to qualify under and satisfy the requirements of Section 401(a) of the Internal Revenue Code of 1986, as amended from time to time, and the Employee Retirement Income Security Act of 1974, as amended from time to time;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, the Board of Trustees provides as follows:

In order to provide for the security of those Employees who qualify as Participants hereunder, the Board of Trustees, previously established the Prior Plan. The Prior Plan was initially effective as of January 1, 1997.

The Board of Trustees hereby amends and restates the Prior Plan. The name of the amended and restated plan is the UA Local 190 Defined Contribution Plan (the "Plan"). The Plan shall continue to provide benefits primarily upon retirement for the exclusive benefit of the Participants and Beneficiaries.

## ARTICLE 1 - Effective Date

Effective as of June 1, 2014 (unless otherwise stated in the Plan), the Board of Trustees hereby amends and restates the Prior Plan. The Plan is intended to be a "profit sharing plan" for purposes of Code Section 401(a)(27).

Notwithstanding any provision of the Plan to the contrary, except to the extent permitted by law, regulation, Code Section 7805(b) relief or other relief or guidance issued by the Secretary of Treasury or Commissioner of Internal Revenue, neither this restatement nor any other amendment to this Plan shall eliminate or reduce Code Section 411(d)(6) protected benefits that have already accrued to a Participant at the time of said amendment.("Protected Benefits"). The provisions of the Prior Plan are incorporated herein by reference to the extent necessary to avoid elimination of Protected Benefits.

Notwithstanding the above, certain provisions of the Plan, which are described below or in the Plan's provisions, have special effective dates, and except as otherwise provided, the Prior Plan provisions apply until the special effective dates:

| Change | Effective Date |
|---|---|
| Changes reducing 24 months to 12 months in Article 2 Termination of Employment Definition and Section 9.18 | November 17, 2014 |
| Change in definition of Spouse to incorporate United States v. Windsor and Revenue Ruling 2013-17 | September 16, 2013 |
| Current or Prior Year Testing Method Usage for ADP Test Method in Article 4: | |
| Plan Year beginning June 1, 2014 and all later Plan Years until election is changed | Prior Year |

## ARTICLE 2 - Definitions

1. Account. The record maintained by or on behalf of the Board of Trustees documenting the Employer and Elective Contribution amounts allocated to a Participant and adjustments (adding and subtracting income, gains, losses, expenses, and other credits or charges) thereto,

The Board of Trustees also may separately account for any portion of the Participants' Accounts that the Board of Trustees, in its discretion, deems appropriate for proper Plan administration.

2. Accrued Benefit. A Participant's total Account balance(s) reflecting all contributions, earnings, appreciation, losses, expenses, credits and charges that are allocated on or before the date an Accrued Benefit is determined. Except as otherwise specifically provided in the Plan, references to a Participant's Accrued Benefit shall always include the Participant's Rollover Account.

3. Act. Those provisions of the Employee Retirement Income Security Act of 1974 not included within the Code, as heretofore or hereafter amended, supplemented or superseded by laws of similar effect.

4. Affiliated Employer. Any corporation that is a member of a controlled group of corporations (as defined in Code Section 414(b)) that includes an Employer; any trade or business which is under common control (as defined by Code Sections 1563(a) (as modified by Code Section 1563(f)(5)) and 414(c)) with an Employer; a member of an affiliated service group (as defined by Code Section 414(m)) containing an Employer; or any other entity required to be aggregated with an Employer under Code Section 414(o).

5. Age. The age attained on a Participant's birthday preceding the date the determination is made.

6. Agreement. The Plan and any amendments hereto.

7. Anniversary Date. The last day of each Plan Year.

8. Association. Greater Michigan Plumbing & Mechanical Contractors Association, Inc..

9. Beneficiary. The person or persons, trust or entity determined under Article 9 to be entitled to receive any benefit to be distributed after a Participant's death. Designation as Beneficiary shall confer no rights hereunder during a Participant's lifetime.

10. Board of Trustees. The individuals consisting of an equal number of Union and Employer Trustee representatives as designated by the Association and the Union to administer the Plan and to establish and maintain the Trust.

11. Code. The Internal Revenue Code of 1986, as amended.

12. Collective Bargaining Agreement. Any of the labor contracts in force and in effect between the Union and the Association or other Employers which provide for establishment, maintenance or contributions to the Plan, together with any renewal, modification or amendments to such contracts or successor agreements to such contracts.

13. Commencement Date. The date upon which a Participant shall receive the Participant's first distribution payments, which shall be the first day of the month after the Participant has completed all requirements under this Plan and has submitted a properly completed claim for benefits.

14. Compensation. For purposes of limitations on benefits and allocations, Compensation shall mean the amount reported on Form W-2 as "wages, tips, and other compensation," which specifically includes a Participant's wages as defined in Code Section 3401(a) and all other payments of compensation by an Employer in the course of the Employer's trade or business for which the Employer is required to furnish the Participant a written statement under Code Sections 6041(d), 6051(a)(3), and 6052, determined, however, without regard to any rules under Code Section 3401(a) that limit amounts includible in wages based on the nature or location of the employment or the services or the services performed. The following items shall be included even if otherwise excluded: any amount excluded from income because of the election of an Employee to reduce salary or wages under a plan qualified under Code Sections 125, 132(f), 401(k), 408(k), or 403(b); amounts treated as deferred under an eligible deferred compensation plan under Code Section 457; employee contributions (under governmental plans) described in Code Section 414(h)(2) that are picked up by the employing unit and thus are treated as employer contributions; and differential wage payments.

For all purposes, Compensation shall be determined as the amount defined above paid by an Employer to an Employee during the Plan Year.

Compensation of a Self-Employed Individual shall be the Individual's "earned income." Earned income means the net earnings from self-employment in a trade or business in which personal services of the individual are a material income-producing factor. Earned income of any Owner-Employee shall only include earned income from the trades(s) or business(es) with respect to which this Plan is established. Net earnings will be determined without regard to items not included in gross income and the deductions allocable to such items. Net earnings are reduced by contributions by the Employer to a qualified plan to the extent deductible under Code Section 404 and reduced by the deduction allowed to the taxpayer by Code Section 164(f).

Solely for purposes of determining Elective Contributions taken into account under the Actual Deferral Percentage Test of Code Section 401(k)(3) in Plan Years in which that test applies to this Plan, earned income of a Self-Employed Individual is treated as received on the last day of the partnership's or sole proprietor's taxable year, and Elective Contributions for a Self-Employed Individual are treated as allocated to the Participant's Account for the Plan Year that includes the last day of the partnership's or sole proprietor's taxable year. If cash advance payments are made to a Self-Employed Individual based on the value of services rendered (and not exceeding a reasonable estimate of the Self-Employed Individual's Compensation for the Plan Year), the Plan Administrator may treat the advances as Compensation paid with respect to an Election Period for purposes of Elective Contributions, even though the Self-Employed Individual's Compensation for

the Plan Year has not been finally determined, subject, however, to adjustment when the Compensation for the Plan Year is finally determined.

Compensation taken into account under the Plan for purposes of contribution allocations shall not exceed the $200,000 limit of Code Section 401(a)(17), as adjusted for increases in the cost of living under Code Section 401(a)(17)(B), as of January 1 of the calendar year in which the Plan Year begins.

Payments that would otherwise be considered Compensation under this section, but which are awarded by an administrative agency or court or pursuant to a bona fide agreement by an Employer to compensate an Employee for lost wages, are considered Compensation for the limitation year to which the back pay relates.

Payments that are made after a Participant's severance from employment with an Employer are still considered Compensation if (a) the payment is made by the later of 2-1/2 months after severance from employment with an Employer maintaining the Plan or the end of the limitation year that includes the date of that severance from employment, (b) the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments (if otherwise considered to be Compensation under this Plan), (c) the payments would have been included in Compensation if they were paid prior to the Participant's severance from employment, and (d) the payments would have been paid to the Participant prior to the severance from employment had the Participant continued in employment with the Employer.

For purposes of this Plan, the term "differential wage payment" means any payment which is made by an Employer to the individual with respect to any period during which the individual is performing service in the uniformed services (as defined in chapter 43 of title 38, United States Code) while on active duty for a period of more than 30 days, and represents all or a portion of the wages the individual would have received from an Employer if the individual were performing service for an Employer.

For the measurement period in which an Employee first becomes a Participant, all Compensation, including Compensation paid before entry into the Plan, shall be included.

15. Election Period. The measurement period used to determine the increments of Compensation to which a Participant's written election to defer the receipt of cash Compensation as an Elective Contribution is applied. The Election Period for this Plan shall be determined by the Plan Administrator and communicated to Participants in writing.

16. Elective Contribution. The contribution made under Article 4 by the Board of Trustees on behalf of a Participant pursuant to a written election by the Participant to defer the receipt of cash Compensation through use of this Plan. All Elective Contributions under this Plan shall be Wage Deferral Elective Contributions.

17. Eligible Employee. An Employee described in Article 3, Section 1, "Eligible Employees."

18. Eligible Rollover Distribution. Any distribution of all or any portion of the balance to the credit of the distributee, except that an Eligible Rollover Distribution does not include:

a. any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary;

b. any distribution for a specified period of ten years or more;

c. any distribution to the extent such distribution is required under Code Section 401(a)(9); and

d. any distribution made on account of hardship.

19. Employee. Any individual who is employed by an Employer and, except with respect to employees of the Union, who is covered by a Collective Bargaining Agreement.

20. Employer. Any member of the Association and any other Employers who are bound by the terms of a Collective Bargaining Agreement to make contributions to the Plan on behalf of any Employee who is covered by a Collective Bargaining Agreement, and also the Union.

21. Employer Contribution. The Employer Contributions made to the Plan under Article 4 by each Employer, determined in accordance with the Collective Bargaining Agreement covering each Participant employed by the Employer.

22. ERISA. The Employee Retirement Income Security Act of 1974, as amended.

23. Excess Contributions. Elective Contributions that exceed the limits imposed by the Actual Deferral Percentage Test of Code Section 401(k) as described in Article 4.

24. Excess Deferrals. Elective Contributions that exceed a Participant’s taxable year dollar limit imposed by Code Section 402(g) as described in Article 4.

25. Fund. The trust fund consisting of contributions and the Participants' Accounts which the Board of Trustees holds and administers.

26. Highly Compensated Employee. Any Employee who, during the Plan Year or the look-back year, had a 5% ownership interest in an Employer, or during the look-back year, had Compensation exceeding $80,000 (as adjusted by the Secretary of Treasury).

The following definitions shall apply when determining whether an Employee satisfies the Highly Compensated Employee criteria:

a. Compensation: Compensation as defined in this Article for purposes of limitations on benefits and contributions, adjusted to include all amounts otherwise excluded under a

qualified cash or deferred election under Code Section 401(k), a salary reduction SEP arrangement under Code Section 408(k), a salary reduction agreement under Code Section 403(b), and a salary reduction agreement under a cafeteria plan subject to Code Section 125.

b. 5% ownership interest: If an Employer is a corporation, ownership of more than 5% of the stock of the Employer or stock having more than 5% of the total combined voting power of all stock of the Employer at any time during the year. If an Employer is not a corporation, ownership of more than 5% of the capital or profits interest in the Employer at any time during the year. Five percent ownership shall be determined using the constructive ownership rules of Code Section 318, which generally provide that an individual is considered as owning stock owned, directly or indirectly, by or for the individual's spouse, children, grandparents or parents; stock owned by an estate or partnership is considered owned proportionately by its beneficiaries or partners; stock owned by a trust is treated as owned by the beneficiaries in proportion to their actuarial interests in the trust; and stock owned by a corporation is treated as owned by a person who owns 5% or more of the corporation's stock in the same ratio as the value of the person's stock in the corporation bears to the value of all of the corporation's stock. For non-corporate interests, capital or profits interest is substituted for stock when applying Code Section 318. In determining ownership percentages, employers that would otherwise be aggregated under Section 414(b), (c), (m) and (o) shall be treated as separate employers.

c. Year and look-back year: The year used for determining Highly Compensated Employee status is the Plan Year to which Highly Compensated Employee status pertains. The look-back year is generally the twelve-month period preceding the year, but the Board of Trustees may elect to treat the calendar year ending with or within the year as the look-back year in accordance with guidance issued by the Secretary of Treasury. This election, if made for this Plan, must also be made for all other plans, entities and arrangements of the Board of Trustees to be valid.

A non-Highly Compensated Employee is any Employee who is not a Highly Compensated Employee.

27. Hours of Service. An Hour of Service is:

a. Each hour for which an Employee is paid or entitled to payment by an Employer for the performance of duties for the Employer. These hours will be credited to the Employee for the computation period during which the duties are performed.

b. Each hour for which an Employee is paid or entitled to payment by an Employer for a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including Total and Permanent Disability), layoff, jury duty, military duty or leave of absence. Notwithstanding the preceding sentence:

i. No more than 501 Hours of Service are to be credited to an Employee for any single, continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period);

ii. An hour for which an Employee is directly paid, indirectly paid, or entitled to payment for a period during which no duties are performed, is not to be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable Worker's Compensation, Unemployment Compensation, or disability insurance laws; and

iii. Hours of Service are not to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee.

For purposes of this section, a payment shall be deemed to be made by or due from an Employer regardless of whether such payment is made by or due from the Employer directly, or indirectly through, among others, a trust fund or insurer to which the Employer contributes or pays premiums, and regardless of whether contributions made or due to the trust fund, insurer or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

c. Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an 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. Thus, for example, an Employee who receives a back pay award following a determination that he or she was paid at an unlawful rate for Hours of Service previously credited will not be entitled to additional credit for the same Hours of Service. The crediting of Hours of Service for back pay awarded or agreed to with respect to periods described in Paragraph b. shall be subject to the limitations set forth in that paragraph. For example, no more than 501 Hours of Service are required to be credited for payment of back pay, to the extent that such back pay is agreed to or awarded for a period of time during which an Employee did not or would not have performed duties.

Hours of Service shall be further determined and credited in accordance with Department of Labor Regulation 2530.200b-2(b) and (c), which are incorporated by reference into the Plan. The above provisions shall be construed to resolve any ambiguities in favor of crediting Employees with Hours of Service.

28. Key Employee. Any Employee or former Employee (and the Beneficiaries of a deceased Employee) who, at any time during the Plan Year, is:

a. an officer of an Employer having annual Compensation exceeding $130,000, as adjusted by the Secretary of Treasury;

b. any person having a 5% ownership interest (as defined for determining Highly Compensated Employees) in an Employer; or

c. any person having more than 1% ownership interest and whose annual Compensation from an Employer is more than $150,000.

For purposes of determining Key Employee status, "Compensation" means Compensation as defined in this Article for purposes of limitations on benefits and allocations. Compensation received from Affiliated Employers shall be taken into account.

Ownership percentages shall be determined using the constructive ownership rules of Code Section 318, which generally provides that an individual is considered as owning stock owned, directly or indirectly, by or for the individual's spouse, children, grandparents or parents; stock owned by an estate or partnership is considered owned proportionately by its beneficiaries or partners; stock owned by a trust is treated as owned by the beneficiaries in proportion to their actuarial interests in the trust; and stock owned by a corporation is treated as owned by a person who owns 5% or more of the corporation's stock in the same ratio as the value of the person's stock in the corporation bears to the value of all of the corporation's stock. For non-corporate interests, capital or profits interest is substituted for stock when applying Code Section 318. In determining ownership percentages, Affiliated Employers that would otherwise be aggregated under Section 414(b), (c), (m) and (o) shall be treated as separate employers.

A non-Key Employee is an Employee who is not a Key Employee.

29. Normal Retirement Age or Normal Retirement Date. The birthday on which a Participant reaches age 60.

30. Owner-Employee. A sole proprietor who owns the entire interest in an Employer, or a partner who owns more than ten percent of either the capital interest or the profits interest in an Employer and who receives income for personal services from the Employer.

31. Participant. Any Eligible Employee who has satisfied all the participation requirements of Article 3. A Participant continues to be a Participant until the date the Participant no longer has an interest being administered under this Plan. A Participant may be any of the following:

a. “Active Participant" shall mean any Eligible Employee who has satisfied and who continues to satisfy the conditions of eligibility for participation under the Plan.

b. "Inactive Participant" shall mean an individual who has previously been an Active Participant and who no longer continues to satisfy the conditions for participation in the Plan but who has not yet become a Retired Participant or a Vested Terminated Participant.

c. "Retired Participant" shall mean any former Employee currently receiving benefits under the Plan.

d. "Vested Terminated Participant" shall mean a former Employee with a vested interest in a benefit under the Plan who is not currently receiving benefit payments.

32. Participant-directed Account. The assets, if any, over which the Participant exercises direct investment control in accordance with the provisions of the Trust and administrative procedures established by the Plan Administrator for separate accounting of investment results.

33. Plan. The Plan as set forth in this Agreement and any amendments to this Agreement.

34. Plan Administrator. The Board of Trustees or such persons or entities who are designated in writing by the Board of Trustees to be the Plan Administrator, which shall be the named fiduciary responsible for administration of the Plan, having the powers and duties described in Article 12. Until such time as a Plan Administrator other than the Board of Trustees is validly designated by the Board of Trustees, the Board of Trustees shall act as Plan Administrator.

35. Plan Year. The twelve-consecutive month period beginning on June 1 and ending on the following May 31. The initial Plan Year was a short Plan Year that began on January 1, 1996, and ended on May 31, 1997. The Plan Year shall be the fiscal year of the Plan and Trust.

36. Qualified Domestic Relations Order. A judicial order that, in the sole judgment of the Plan Administrator, meets the criteria of Code Section 414(p) as applied to the Plan for the payment of Plan benefits to an alternate payee.

37. Required Beginning Date. The date as of which a Participant is required to begin receiving minimum distributions, further defined in the "Minimum Annual Lifetime Distributions" section of Article 9.

38. Retirement. Either:

a. Termination of Employment, for reasons other than death, and attainment of Normal Retirement Age; or

b. receiving final approval for commencement of pension benefits under the UA Local 190 Pension Plan.

39. Rollover Account. The account maintained for a Participant documenting the rollover or transfer of the Participant's Accrued Benefit at the Participant's direction from another qualified retirement plan or account to this Plan and adjustments thereto, as permitted by Article 4 of this Plan.

40. Self-Employed Individual. An individual who has earned income, as defined in Code Section 401(c)(2), for the taxable year from the trade or business for which this Plan is established. An individual who would have had earned income but for the fact that the trade or business had no net profits for the year shall be considered a Self-Employed Individual. A Self-Employed Individual shall be treated as an Employee for purposes of this Plan, subject to specific exceptions stated in the Plan.

41. Spouse. The person to whom a Participant is legally married on the date benefit payments commence under the Plan, or the person to whom the Participant is legally married on the date of the death of the Participant. A former spouse will be treated as a Spouse for purposes of this Plan

to the extent required by any Qualified Domestic Relations Order. A person shall be considered to be legally married to a Participant if the marriage of the person and the Participant was validly entered into in a state or country whose laws authorize the marriage, regardless of whether the marriage would be valid under the laws of the state or country of domicile. This provision shall be construed in accordance with Revenue Ruling 2013-17 and any superseding/subsequent guidance.

42. Termination of Employment. The point in time at which an Employee has had no Hours of Service for twelve (12) consecutive calendar months.

Solely for purposes of determining whether a Termination of Employment has occurred:

a. Hours of Service worked for an Employer required to make contributions to the Plan on behalf of any Employee but worked in a classification of employment that is not subject to a Collective Bargaining Agreement shall be counted;

b. Hours of Service worked when an Employer is not required to make contributions to the Plan on behalf of any Employee shall not be counted; and

c. Hours of Service credited for periods during which an Employer pays no Compensation directly to an Employee shall not be counted.

For Participants who meet all of the following requirements:

i. The Participant is not an employee of the Union; and

ii. The Participant is subject to a Collective Bargaining Agreement; and

iii. The Union is not considered the Participant's "home local"; and

iv. The Participant's "home local" does not maintain a defined contribution plan to which the portion of the Participant's Account attributable to Employer Contributions can be transferred under a reciprocity agreement,

"two (2) consecutive calendar months" shall be substituted for "twelve (12) consecutive calendar months" for purposes of determining when Termination of Employment occurs. The point in time at which an Employee has had no Hours of Service for twenty-four (24) consecutive calendar months.

43. Top Heavy Plan. A Plan described in Article 8.

44. Total and Permanent Disability. A physical or mental condition resulting from bodily injury, disease, or mental disorder which prevents the Participant from satisfactorily performing the Participant's usual duties for the Participant's Employer, or the duties of such other position or job which the Participant's Employer makes available to the Participant and for which the Participant

is qualified by reason of training, education or experience, which condition is anticipated to last for an undeterminable period of time. Although not required for such a finding by the Trustees, proof of entitlement to Social Security Disability Benefits shall be sufficient proof of Total and Permanent Disability.

45. Trust Fund. The term "Trust Fund" or "Fund" shall mean the UA Local 190 Defined Contribution Trust (formerly known as the UA Local 190 Plumbers/ Pipefitters/ Service Technicians/ Gas Distribution Defined Contribution Trust) and all of the assets thereof.

46. Trustees. The Board of Trustees.

47. Union. UA Local 190 Plumbers/ Pipefitters/ Service Technicians/ Gas Distribution, also known as United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United Stated and Canada (AFL-CIO) Local 190, with principal offices in Washtenaw County, Michigan.

48. Valuation Date. Each Anniversary Date and such other dates as the Trustees may designate for valuation of Accounts.

49. Wage Deferral Elective Contribution. See "Elective Contribution."

## ARTICLE 3 - Eligible Employees

1. Eligible Employees. Participation in the Plan shall be open to all Employees whose Employer is required to make contributions for fringe benefits on behalf of such Employee pursuant to a Collective Bargaining Agreement or pursuant to an Employee's terms of employment by the Union.

2. Participation. Each Eligible Employee shall become a Participant immediately upon becoming an Eligible Employee.

3. Service While an Ineligible Employee. A Participant shall be excluded from active participation and shall not be eligible to have new contributions made during periods of service while the Participant is an Employee who is a member of an ineligible class of Employees or continues to work for an Employer but is not an Employee as defined hereunder. Such a Participant shall be treated as an Inactive Participant.

The Inactive Participant shall be treated as an Eligible Employee participating in the Plan immediately upon returning to an eligible class of Employees, but only with respect to Compensation and service credited for Hours of Service while a member of an eligible class.

4. Rehired Employees. A Participant who has separated from service shall reenter the Plan as of the date an Employer is required to make contributions for fringe benefits on behalf of such Employee pursuant to a Collective Bargaining Agreement or pursuant to the Employee's terms of employment by the Union.

5. Participant Information. As frequently as is required by the Board of Trustees, each Employer shall furnish to the Plan Administrator or its designee a list of the names of the Employees who were or are Participants and such other information requested by the Trustees, which may include but not be limited to the following information: (a) address, (b) date of birth, (c) date on which continuous employment as an Employee of the Employer began, (d) Compensation taken into account under the Plan for the Plan Year, (e) the total number of Hours of Service to be credited for the Plan Year, and (f) such other information relevant to making the determinations required under the Plan as the Board of Trustees shall request. Each Employer shall make all relevant records available for inspection by the Plan Administrator at all reasonable times for the purpose of enabling the Plan Administrator to make the determinations required under this Article.

In the event that there is any doubt as to whether an Employee is eligible to participate in the Plan, such Employee's eligibility shall be determined by the Plan Administrator, whose decision shall be conclusive.

ARTICLE 4 - Contributions

1. Timing. Within the time required by the Collective Bargaining Agreement or collection policies adopted by the Board of Trustees, each Employer shall make contributions as described in this Article to the Trust for such Plan Year.

2. Elective Contribution. Each Participant may elect at any time to enter into a written wage deferral agreement with an Employer which will be applicable to all payroll periods occurring on or after the date such agreement is received by the Employer. The terms of any such wage deferral agreement shall provide that the Participant agrees to accept a reduction in wage from the Employer based on an hourly contribution. The hourly contribution rate shall be as follows per Hour of Service for which the Participant is paid:

| Participants less than age 50 or older at end of calendar year | Participants 50 or older at end of calendar year |
|---|---|
| $.50 per Hour of Service | $.50 per Hour of Service |
| $1.50 per Hour of Service | $1.50 per Hour of Service |
| $2.50 per Hour of Service | $2.50 per Hour of Service |
| $3.50 per Hour of Service | $3.50 per Hour of Service |
| $5.00 per Hour of Service | $5.00 per Hour of Service |
| $5.50 per Hour of Service | $5.50 per Hour of Service |
| $6.00 per Hour of Service | $6.00 per Hour of Service |
| $7.00 per Hour of Service | $7.00 per Hour of Service |
| $8.00 per Hour of Service | $8.00 per Hour of Service |
| | $9.00 per Hour of Service |
| | $10.00 per Hour of Service |
| | $11.00 per Hour of Service |

The provision for Elective Contributions is intended to comply with Code Section 401(k). Hourly contribution rates are subject to the limitations of this Article and such administrative limits as are set by the Plan Administrator designed to ensure that the limits of this Article are not exceeded. Participants for whom any of the levels of hourly contributions would cause the limitations of this Article to be exceeded shall be limited to the next lowest rate of contribution that does not cause the limitations to be exceeded.

In consideration of such a wage deferral agreement, the Employer will make an Elective Contribution to the Trust for allocation to the Participant's Account for such Plan Year in an amount

equal to the total amount by which the Participant's Compensation from the Employer was reduced during the Plan Year pursuant to the wage deferral agreement. Elective Contributions accumulated though payroll deductions shall be paid to the Board of Trustees as soon as administratively feasible and within the time prescribed by applicable regulations and policies adopted by the Board of Trustees.

A Participant may elect in writing to increase or decrease the Participant's rate of Elective Contribution to any other rate described in this Article. Any such election shall become effective for the first payroll period beginning after the Participant's Employer receives the written election. Further, a Participant may elect to discontinue future Elective Contributions at any time, which election will be effective after the Participant's Employer receives the written election. If a Participant discontinues Elective Contributions, the Participant may again commence Elective Contributions at any time beginning with payroll periods beginning after the Participant's Employer receives the written election.

The Plan Administrator may adopt such rules and procedures as are administratively convenient for purposes of administering Participants' elections to the extent that the rules and procedures do not conflict with the provisions of this Section. The rules and procedures adopted by the Plan Administrator shall be applied consistently to all Participants in similar circumstances during the Plan Year and shall not discriminate, either in availability or in operation, in favor of Highly Compensated Employee Participants.

Highly Compensated Employee Participant Elective Contributions shall not, when combined with other contributions required to be counted, exceed the limits determined under the actual deferral percentage test of Code Section 401(k) described later in this Article. The Plan Administrator may take action at any time during the Plan Year to limit the deferral percentages of Participants to an amount which, in the Plan Administrator's judgment, will enable the Plan to avoid violating the limit on contributions deductible by the Employers for the Employers' taxable years. The Plan Administrator may take action any time during the Plan Year to limit the Elective Contributions of Highly Compensated Employee Participants or Participants reasonably expected to be Highly Compensated Employees for the Plan Year to an amount which, in the Plan Administrator's judgement, will enable the Plan to avoid violating the actual deferral percentage test of Code Section 401(k).

Elective Contributions shall not, when combined with other contributions, exceed the amount of annual additions permitted by Article 7. The Plan Administrator may take action any time during the Plan Year to limit the deferral percentages of Participants to an amount which, in the Plan Administrator's judgement, will enable the annual additions limit of Article 7 to be satisfied for the limitation year. Any action taken by the Plan Administrator under the authority of this paragraph shall be applied consistently to all Participants in similar circumstances during the Plan Year and shall not discriminate in favor of Highly Compensated Employee Participants.

A Participant's aggregate Elective Contribution shall, if necessary, be reduced to an amount estimated by the Plan Administrator, in the Plan Administrator's sole discretion, to not exceed the Participant's net cash compensation after taking into account the Participant's election under this Plan and all other deferred compensation plans of Employers, all state and federal income and

employment tax withholding, other deductions required or permitted by law and other deductions required, permitted or elected by the Participant.

3. Employer Contribution. Each Employer shall contribute an amount, determined in accordance with the Collective Bargaining Agreement covering each Participant employed by the Employer, to be allocated to the Accounts of Participants eligible for a contribution under the Collective Bargaining Agreement. Such Employer Contributions shall be denominated as cents per eligible Hour of Service and shall be paid to the Trust periodically as provided for other fringe benefit contributions by Employers under the Collective Bargaining Agreements and allocated to the Accounts of Participants based on the Hours of Service eligible under the Collective Bargaining Agreement for the specific amount of hourly contribution.

4. Rollover Contributions. An Eligible Employee who meets the requirements of this paragraph may make a Rollover Contribution to this Plan, to be allocated to the Employee's Rollover Account. An Eligible Employee meets the requirements of this paragraph only from the time the Employee becomes a Participant until the time the Employee ceases to be an Eligible Employee.

The Plan will accept a direct rollover of an eligible rollover distribution from a qualified plan described in Code Section 401(a) or 403(a) or an annuity contract described in Code Section 403(b), in each case excluding after-tax Employee contributions, and the Plan will accept a direct rollover of an eligible rollover distribution from an eligible plan under Code Section 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.

The Plan will accept a Participant contribution of an eligible rollover distribution from a qualified plan described in Code Section 401(a) or 403(a) or an annuity contract described in Code Section 403(b) or an eligible plan under Code Section 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.

The Plan will not accept a Participant contribution or direct rollover of an eligible rollover distribution from a qualified plan described in Code Section 401(a) or an annuity or custodial contract described in Code Section 403(b) consisting of amounts attributable to designated Roth account described in Code Section 402A(b)(2).

An amount shall be an eligible rollover distribution for purposes of Rollover Contributions only if it is a distribution to the Employee of all or a portion of the balance to the credit of the Employee, or is a distribution to the surviving spouse or an alternate payee spouse or former spouse of all or a portion of the balance to the credit of the employee to whom it relates, from a plan or contract from which the Plan will accept direct rollovers or Participant contributions as specified above. For this purpose a distribution shall include a direct rollover. However, an eligible rollover distribution for purposes of Rollover Contributions shall not include:

a. any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made:

i. for the life (or life expectancy) of the employee or the joint lives (or joint life expectancies) of the employee and the employee's designated beneficiary, or

ii. for a specified period of 10 years or more,

b. any distribution to the extent such distribution is required under Code Section 401(a)(9), or

c. any distribution which is made upon hardship.

A Rollover Contribution attributable to an eligible rollover distribution other than a direct rollover must be made no later than 60 days after receipt of the distribution to which it relates.

Amounts attributable to Rollover Contributions shall be fully vested and nonforfeitable at all times.

5. Restrictions on Distribution and Timing of Contributions. Participants' Accounts shall be fully vested and nonforfeitable at all times. All amounts allocated to Accounts are not distributable to Participants or other beneficiaries except as provided in Article 9 and regardless of any Plan provision to the contrary, shall be distributable no earlier than the earliest of age 59-1/2, death, disability, severance from employment, hardship, or retirement under the Plan, termination of the Plan without maintaining or establishing another defined contribution plan within 12 months after distribution of all assets, meeting the requirements for a qualified reservist distribution under Article 9 or, if an Employer is a corporation, the date of sale or other disposition of substantially all of the assets (within the meaning of Code Section 409(d)(2)) used in a trade or business of the Employer to an unrelated corporation, or sale or other disposition of its interest in a subsidiary (within the meaning of Code Section 409(d)(3)) to an unrelated individual or entity, in addition to any other limitations on distribution contained in the Plan, and will not be distributable merely by reason of the completion of a stated period of participation or the lapse of a fixed number of years. All amounts allocated to a Participant's Account shall be subject to the restrictions of this paragraph at the time they are allocated.

All contributions to Participants' Accounts shall be made no later than the earlier of the time required by the Collective Bargaining Agreement or collection procedures established by the Board of Trustees or 12 months after the last day of the Plan Year to which the Contributions relate. All contributions to Participants' Accounts shall be considered allocated to the Accounts as of the last day of the Plan Year, and shall not be contingent on participation in the Plan or Hours of Service after the last day of the Plan Year.

6. Elective Contribution Limit. Elective Contributions to the Plan, when aggregated with all other plans, contracts and arrangements maintained by the Employer, shall not exceed the calendar year dollar limitation contained in Code Section 402(g)(1), as amended from time to time, in effect for the Participant's taxable year beginning in such calendar year. The dollar limitation contained in Code Section 402(g) is $10,500 for taxable years beginning in 2000 and 2001, increasing to $11,000 for taxable years beginning in 2002 and increasing by $1,000 for each year thereafter up to $15,000 for taxable years beginning in 2006 and later years. After 2006, the $15,000 limit will be

adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 402(g)(4). Any such adjustments will be in multiples of $500.

In the event that the Code Section 402(g)(1) limit is exceeded when considering only this Plan for a calendar year, the excess amount shall be an Excess Deferral. The Board of Trustees shall distribute the Excess Deferrals and any income allocable to the Excess Deferrals to the Participant not later than the first April 15 following the close of the calendar year If there is a loss allocable to Excess Deferrals, the distribution shall in no event be less than the lesser of the Participant's Account or the Participant's Elective Contribution for the calendar year. The distribution shall in no event be greater than the Participant's Elective Contribution for the calendar year.

The Plan Administrator may use any reasonable method for computing the income allocable to Excess Deferrals, provided the method does not violate Code Section 401(a)(4), is used consistently for all Participants and for all corrective distributions for the Plan Year, and is used by the Plan for allocating income to Participants' Accounts.

No income shall be allocated to Excess Deferrals for the time period after the end of the Plan Year and prior to the date of a distribution.

The Plan Administrator may allocate income to Excess Deferrals by multiplying the income for the Plan Year allocable to the Accounts credited with Excess Deferrals by a fraction, the numerator of which is the Excess Deferrals for the Participant for the Plan Year, and the denominator of which is the sum of the total such Account balances as of the beginning of the Plan Year, plus the contributions allocated to such Accounts during the Plan Year.

7. Actual Deferral Percentage Test. At least annually, the Plan Administrator shall determine the Actual Deferral Ratio of each Participant. The Plan Administrator shall then determine whether the average of the Actual Deferral Ratios of the Highly Compensated Employee Participants for the Plan Year (the "HCE Actual Deferral Percentage") exceeds both of the Percentage Limits set forth below. This determination is referred to in this Plan as the "Actual Deferral Percentage Test."

The Actual Deferral Ratio for each non-Highly Compensated Employee Participant is the sum of the Elective Contributions and amounts treated as Elective Contributions under this paragraph for the Applicable Plan Year divided by the Participant's Compensation for the Applicable Plan Year, calculated to the nearest one-hundredth of a percentage point. The Actual Deferral Ratio for each Highly Compensated Employee Participant is the sum of the Elective Contributions and amounts treated as Elective Contributions under this paragraph for the Plan Year divided by the Participant's Compensation for the Plan Year, calculated to the nearest one-hundredth of a percentage point. Compensation for this purpose means any definition of compensation employed by the Plan Administrator for purposes of the Actual Deferral Percentage Test that satisfies Code Section 414(s) and the regulations thereunder. "Applicable Plan Year" means the Plan Year determined under "Applicable Plan Years to be Used for Nondiscrimination Testing," below.

The Percentage Limits are:

a. the average of the Actual Deferral Ratios of all eligible Participants other than Highly Compensated Employee Participants for the Applicable Plan Year (the "NHCE Actual Deferral Percentage") multiplied by 1.25, and

b. the NHCE Actual Deferral Percentage plus two percentage points, but not to exceed the NHCE Actual Deferral Percentage multiplied by two.

If the Plan Administrator determines that the HCE Actual Deferral Percentage exceeds both of the Percentage Limits in a Plan Year in which the Actual Deferral Percentage Test is not otherwise deemed to be satisfied, the Plan does not satisfy the Actual Deferral Percentage Test.

On or before the end of the twelfth month following the end of any Plan Year in which the Actual Deferral Percentage Test is not satisfied, the Plan Administrator shall determine Excess Contributions by the following process:

a. The Plan Administrator will calculate the reductions that would occur if the Elective Contributions of the Highly Compensated Employee Participant with the highest Actual Deferral Ratio were reduced until one of the following first occurred: (a) if the Actual Deferral Percentage Test were recalculated using the reduced Actual Deferral Ratio, the Actual Deferral Percentage Test would be satisfied, or (b) the reduced Actual Deferral Ratio equaled the Actual Deferral Ratio of the Highly Compensated Employee Participant(s) with the next highest Actual Deferral Ratio;

b. If necessary, the Plan Administrator will calculate the reductions that would occur if the Elective Contributions of the Highly Compensated Employee Participants with the highest Actual Deferral Ratio after the first step were reduced until one of the following first occurred: (a) if the Actual Deferral Percentage Test were recalculated using the reduced Actual Deferral Ratios, the Actual Deferral Percentage Test would be satisfied, or (b) the reduced Actual Deferral Ratios equaled the Actual Deferral Ratio of the Highly Compensated Employee Participant(s) with the next highest Actual Deferral Ratio;

c. If necessary, the Plan Administrator will continue repeating this process as many times as necessary, calculating the Elective Contribution reductions for the Highly Compensated Employee Participants with the highest Actual Deferral Ratios until the Actual Deferral Percentage Test would be satisfied.

The sum of the smallest reductions that would be made to Highly Compensated Employee Participants' Elective Contributions to reach a point at which the Actual Deferral Percentage Test would be satisfied is the amount of the Excess Contributions.

When Excess Contributions have been determined, the Plan Administrator shall then take the following actions. The Elective Contributions of the Highly Compensated Employee Participant with the highest dollar amount of Elective Contributions shall be reduced to equal the dollar amount of the Elective Contributions of the Highly Compensated Employee Participant with the next highest dollar amount of Elective Contributions. If a lesser reduction than is needed to equal the next highest dollar amount would equal the total Excess Contributions, the Elective Contributions of the

Highly Compensated Employee Participant with the highest dollar amount of Elective Contributions shall be reduced by the lesser reduction amount. The reduction amount shall be distributed to that Highly Compensated Employee Participant, with income. If the total amount distributed is less than the total Excess Contributions, this step is repeated for the Highly Compensated Employee Participants having the highest dollar amount of Elective Contributions after the first step, until the total Excess Contributions have been distributed, with income.

For purposes of this process all Elective Contributions included in the Actual Deferral Ratio are counted as if they were made under this Plan, including Elective Contributions made under other arrangements maintained by an Employer. However, the Excess Contributions apportioned to any Highly Compensated Employee shall not exceed the Elective Contributions made to this Plan for the benefit of that Employee for the Plan Year.

The Excess Contributions and income shall be distributed within 2-1/2 months after the end of the Plan Year whenever possible (in order to avoid the excise tax on excess contributions imposed by Code Section 4979) but in no case shall Excess Contributions be allowed to remain in the Plan after the end of the twelfth month after the end of the Plan Year.

The Plan Administrator may use any reasonable method for computing the income allocable to Excess Contributions, provided the method does not violate Code Section 401(a)(4), is used consistently for all Participants and for all corrective distributions for the Plan Year, and is used by the Plan for allocating income to Participants' Accounts.

No income shall be allocated to Excess Contributions for the time period after the end of the Plan Year and prior to the date of a distribution.

The Plan Administrator may allocate income to Excess Contributions by multiplying the income for the Plan Year allocable to the Accounts credited with Excess Contributions by a fraction, the numerator of which is the Excess Contributions for the Participant for the Plan Year, and the denominator of which is the sum of the total such Account balances as of the beginning of the Plan Year, plus the contributions allocated to such Accounts during the Plan Year.

8. Contributions Taken Into Account for Actual Deferral Ratios. Elective Contributions shall be taken into account in determining Actual Deferral Ratios only if the Elective Contributions are not contingent on participation in the Plan or performance of services after the last day of the year to which they relate (i.e. the Plan Year or Applicable Plan Year), the Elective Contributions are actually paid into trust no later than the end of the 12-month period immediately following the year to which the Elective Contributions relate, and the Elective Contribution relates to Compensation that would have been received by the Participant in the year to which the Elective Contributions relate but for the Participant's election. If the Plan Administrator includes in Compensation for a year amounts earned but not paid in the year because of the timing of pay periods and pay days and these amounts are paid in the first few weeks of the next year, and the amounts are included on a uniform and consistent basis, and no amount is included in more than one year's Compensation, then Elective Contributions relating to such Compensation shall be taken into account in determining Actual Deferral Ratios for the same year.

Excess deferrals that exceed the limit of Code Section 402(g)(1), as adjusted, are always included in determining Highly Compensated Employee Actual Deferral Ratios. Excess deferrals that exceed the limit of Code Section 402(g)(1), as adjusted, when applied only to this Plan and all other plans, arrangements and contracts maintained by an Employer, are not included in determining non-Highly Compensated Employee Actual Deferral Ratios, but other excess deferrals that exceed the limit of Code Section 402(g)(1), as adjusted, are included in determining non-Highly Compensated Employee Actual Deferral Ratios.

Additional Elective Contributions made under Code Section 414(u) on account of qualified military service are not taken into account for any Plan Year or Applicable Plan Year.

9. Special Rules Relating to Actual Deferral Percentage Test. The Actual Deferral Ratio for any Participant who is a Highly Compensated Employee for the Plan Year and who is eligible to have Elective Contributions treated as Elective Contributions (for purposes of the Actual Deferral Percentage test) allocated to the Highly Compensated Employee's accounts under two or more arrangements described in Code Section 401(k) that are maintained by an Employer, shall be determined as if all such Elective Contributions contributed for the months taken into account under this Plan's Plan Year were made under a single arrangement, without regard to the plan year of the other plan(s). Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated under regulations under Code Section 401(k).

If for the Applicable Plan Year there are no non-Highly Compensated Employee Participants eligible to make Elective Contributions, the Plan is deemed to satisfy the Actual Deferral Percentage Test for the Plan Year.

The Plan may be permissively aggregated with other plans that use the same testing method if the requirements of Treasury Regulation Section 1.401(k)-1(b)(4) are satisfied, and the Plan shall be mandatorily disaggregated as required by Treasury Regulation Section 1.401(k)-1(b)(4). If the Plan is aggregated with one or more other plans for purposes of the Actual Deferral Percentage Test, all contributions subject to the Actual Deferral Percentage Test that are made to the aggregated plans are to be treated as made under a single plan, and the aggregated plans must satisfy Code Sections 401(a)(4) and 410(b) as though they were a single plan.

If the Plan allows Employees who could have been excluded from consideration for coverage testing under Code Section 410(b) because they have not met the requirements of Code Section 410(a)(1)(A) to make Elective Contributions, and the Plan Administrator applies Code Section 410(b)(4)(B) in determining whether the Code Section 410(b)(1) coverage requirements are met, then in applying the Actual Deferral Percentage Test, the Plan Administrator may either:

a. Disregard all non-Highly Compensated Employees who have not met the minimum age and service requirements of Code Section 410(a)(1)(A) (i.e., attainment of age 21, completion of one year of service with 1,000 Hours of Service measured by the employment year and anniversaries thereof, and employment on the earlier of the first day of the Plan Year following the satisfaction of these requirements or the day six months following the satisfaction of these requirements) in determining the NHCE Actual Deferral Percentage for the applicable year, or

b. Treat the Plan as two separate plans for purposes of the Actual Deferral Percentage Test, one plan benefitting those Participants who have not met the maximum permissible age and service restrictions (i.e., attainment of age 21, completion of one year of service with 1,000 Hours of Service measured by the employment year and anniversaries thereof, and employment on the earlier of the first day of the Plan Year following the satisfaction of these requirements or the day six months following the satisfaction of these requirements) and another plan benefitting those Participants who have met the maximum age and service requirements.

10. Applicable Plan Years to be Used for Nondiscrimination Testing. Unless elected otherwise, the Employer shall use the prior year testing method described below. Article 1, "Effective Date," describes the elections of the prior year testing method or current year testing method made in operation by the Plan Administrator for all Plan Years beginning after this Plan was adopted or, if later, beginning after the last time this Plan was restated in its entirety. The Plan Administrator can change from the prior year testing method to the current year testing method at any time. Once the current year testing method has been elected, the Plan may only change to the prior year testing method if the plan meets the requirements for changing to prior year testing set forth in Treasury Regulation 1.401(k)-2(c). The Trustees shall adopt Plan amendments as necessary to reflect whether the Plan uses the current year testing method or the prior year testing method.

Under the prior year testing method, the Actual Deferral Percentage Test will be applied by comparing the current Plan Year's average of the Actual Deferral Ratios of the Highly Compensated Employee Participants for the current Plan Year (the "HCE Actual Deferral Percentage") with the average of the Actual Deferral Ratios of all eligible Participants in the prior Plan Year who were not Highly Compensated Employee Participants in the prior Plan Year (the "NHCE Actual Deferral Percentage"). Thus, under the prior year testing method, the Applicable Plan Year for determining the NHCE Actual Deferral Percentage is the prior Plan Year.

For the first Plan Year the Plan permits any Participant to make Elective Contributions and this is not a successor plan, the prior year's NHCE Actual Deferral Percentage shall be 3% unless the Employer has elected in a Plan amendment to use the Plan Year's Actual Deferral Percentage for these Participants. The Plan is a successor plan for this purpose if 50% or more of the eligible Participants for the first Plan Year were eligible under a qualified cash or deferred arrangement maintained by the Trustees for the prior Plan Year. If the Plan is a successor plan and uses the prior year testing method in the first Plan Year, the NHCE Actual Deferral Percentage for the Applicable Plan Year must be determined under the plan coverage change rules of Treasury Regulation Section 1.401(k)-2(c)(4).

Under current year testing, the Actual Deferral Percentage test will be applied by comparing the current Plan Year's HCE Actual Deferral Percentage with the NHCE Actual Deferral Percentage, in both cases considering only eligible Participants, contributions and status as a Highly Compensated Employee or non-Highly Compensated Employee in the current Plan Year. Thus, under the current year testing method, the Applicable Plan Year for determining the NHCE Actual Deferral Percentage is the current Plan Year.

11. Coordinated Correction of Excess Deferrals and Excess Contributions. If amounts are distributable to a Participant to correct Excess Deferrals violating the Code Section 402(g)(1) limit for a Participant's taxable year, the amount distributable shall be reduced by any amounts previously distributed to correct Excess Contributions violating the Actual Deferral Percentage Test for that Participant for the Plan Year beginning with or within the Participant's taxable year. The amount previously distributed shall be treated as a distribution to correct Excess Deferrals to the extent of the reduction under the preceding sentence. The amount of Excess Contributions to be distributed to correct Excess Contributions violating the Actual Deferral Percentage Test as applied to a Participant for a Plan Year shall be reduced by any amounts previously distributed to the Participant to correct Excess Deferrals violating the Code Section 402(g)(1) limit for the Participant's taxable year ending with or within the Plan Year.

12. Failure to Designate. In the event that an Employer fails to designate the type of contribution it makes for any Plan Year, the contribution shall be treated, to the extent permitted by the limits imposed by this Plan on various types of contributions, as follows:

a. First, the contribution shall be treated as an Elective Contribution, to the extent Participant elections were made and amounts were withheld or deducted from Compensation. If a Participant elected more than one type of Elective Contribution, the contribution shall be allocated proportionately between the types so elected.

b. Next, any excess shall be treated as an Employer Contribution

13. Reversions. In no event shall any amount held in trust revert to an Employer, except the Board of Trustees may refund a contribution within one year after payment is received, to the extent that it was made under a mistake of fact. The amount to be refunded shall not include any earnings on the contribution, but shall be reduced by any losses.

14. Veterans' Rights. Notwithstanding any provision of this Plan to the contrary, service credit and contributions with respect to qualified military service will be provided in accordance with Code Section 414(u).

## ARTICLE 5 - Valuation and Allocation to Accounts

1. Valuation. As of each Valuation Date, the Board of Trustees shall value the assets of the Fund and, if Participants are permitted to direct the investment of any Accounts, each Participant-directed Account. In valuing the assets, the Board of Trustees shall use fair market value. In the case of securities, the fair market value shall be determined as of the close of business on such Valuation Date, but if such date falls on a legal holiday, the valuation shall be as of the close of business on the last preceding business day of the principal exchange on which securities are traded. The valuation made and certified to by the Board of Trustees , pursuant to this section, shall be final and binding on all parties.

2. Allocation of Net Change. At least as frequently as each Valuation Date, each Participant's interest in the Fund and all Participant-directed Accounts shall be valued according to a reasonable accounting procedure to separately account for the investment activity of Participant-directed Accounts that is established by the Plan Administrator or Board of Trustees and consistently applied for the Plan Year.

3. Interim Valuations. Valuations may occur, in the discretion of the Board of Trustees, at any frequency, up to daily. If a Valuation Date falls on a date other than the regular annual Valuation Date, the Board of Trustees may adjust the prior Account balances using any reasonable accounting practice consistently applied for the Plan Year that reflects investment activity attributable to contributions and distributions occurring since the last Valuation Date.

4. Eligibility for Contribution Allocations. All Participants for whom an Employer is required to make contributions for fringe benefits pursuant to a Collective Bargaining Agreement or pursuant to the Participant's terms of employment by the Union shall be eligible to make Elective Contributions from the wages to which fringe benefit contributions relate. Only Participants for whom an Employer is required to make Employer Contributions pursuant to a Collective Bargaining Agreement or procedures therein or pursuant to a Participant's terms of employment by the Union shall be eligible to have Employer Contributions allocated to their Accounts.

## ARTICLE 6 - Vesting

1. Vesting Schedule. A Participant's Account balance is nonforfeitable (vested) at all times.

2. Amendment of Vesting Schedule. If the Plan is amended in any way that directly or indirectly affects computation of a Participant's nonforfeitable Account balance, each Participant with at least three Years of Service may elect, within a reasonable period after the adoption of the amendment, to have the Participant's nonforfeitable percentage computed under the Plan without regard to such amendment. The period during which the election may be made will begin on the date the amendment is adopted and end on the later of:

a. 60 days after the amendment is adopted;

b. 60 days after the amendment becomes effective; or

c. 60 days after a Participant is issued written notice of the amendment by the Board of Trustees.

If the vesting schedule of the Plan is amended, the nonforfeitable percentage of a Participant on the later of the date the amendment is adopted or the date it becomes effective will not be less than the Participant's percentage before the amendment.

## ARTICLE 7 - Limitations on Allocations

1. Maximum Annual Addition. The Annual Addition that otherwise may be contributed or allocated to a Participant's Accounts for a Limitation Year may not exceed the Maximum Permissible Amount. If the contribution on behalf of a Participant in a Limitation Year would produce an Annual Addition in excess of the Maximum Permissible Amount, the amount contributed or allocated to that Participant's Accounts for that Limitation Year will be frozen or reduced automatically, as provided in this Article, so that the Annual Addition will equal the Maximum Permissible Amount.

2. Multiemployer Plan Provisions. Notwithstanding anything in this Plan to the contrary, only the benefits under this Plan that are provided by an Employer are aggregated with benefits under plans maintained by that Employer that are not multiemployer plans. Where an Employer maintains both a plan which is not a multiemployer plan and contributes to this Plan, only the benefits under this Plan that are provided by the Employer are aggregated with benefits under the Employer's plans other than multiemployer plans. Pursuant to Code Section 415(f)(3)(A), this Plan is not aggregated with any other plan that is not a multiemployer plan for purposes of applying the compensation limit of Code Section 415(b)(1)(B) and Treas. Reg. §1.415(b)-1(a)(1)(ii).

3. Multiple Plan Limits. If an Employer maintains, or at any time maintained, more than one defined contribution plan covering any Participant in this Plan, a welfare benefit fund as defined in Code Section 419(e), or an individual medical account as defined in Code Section 415(l)(2) ("Welfare Funds"), the sum of the Annual Additions credited to the Participant's Accounts for a Limitation Year under all the defined contributions plans and Welfare Funds shall not exceed the Maximum Permissible Amount. For this purpose, a Code Section 403(b) contract maintained for the benefit of a Participant shall be treated as a defined contribution plan maintained by the Employer if the Participant has control of the Employer as defined in Code Sections 414(b) or (c), applied by substituting "more than 50%" for "more than 80%" in applying those sections; any contribution by the Employer to a simplified employee pension (SEP IRA) shall be treated as an Employer contribution to a defined contribution plan; and a multiemployer plan, as defined in Code Section 414(f), shall not be aggregated with any other multiemployer plan.

For this purpose, all defined contribution plans ever maintained by an Employer (or a "predecessor employer"), including terminated plans, under which a Participant receives Annual Additions are treated as one defined contribution plan.

A former employer is a "predecessor employer" if the Employer maintains a plan under which the Participant had accrued a benefit while performing services for the former employer, but only if that benefit is provided under the plan maintained by the Employer. For this purpose, the formerly affiliated plan rules in Treasury Regulations section 1.415(f)-1(b)(2) apply as if the Employer and the predecessor employer constituted a single employer under the rules described in Treasury Regulations section 1.415(a)-1(f)(1) and (2) immediately prior to the cessation of affiliation (and as if they constituted two, unrelated employers under the rules described in Treasury Regulations section 1.415(a)(-1(f)(1) and (2) immediately after cessation of affiliation) and cessation

of affiliation was the event that gives rise to the predecessor employer relationship, such as a transfer of benefits or plan sponsorship.

A former entity that antedates an Employer is also a "predecessor employer" with respect to a Participant if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity.

4. Definitions. The following definitions shall apply for purposes of this Article:

a. Annual Additions. The sum of the following amounts credited to a Participant's accounts for the Limitation Year under this Plan and all other accounts under all defined contribution plans of th Participant's Employer:

i. Employer contributions, meaning any contribution paid to the Trustees by the Employer, whether or not referred to in this Plan as an "Employer Contribution" (including elective deferrals under Code Section 401(k) (which under this Plan would be called Elective Contributions or Pre-Tax Elective Contributions) and designated Roth contributions under Code Section 402A (which under this Plan would be called Elective Contributions or Designated Roth Contributions));

ii. Forfeitures;

iii. Amounts allocated to a Code Section 415(l)(2) individual medical account which is part of a pension or annuity plan maintained by the Employer;

iv. Amounts that are attributable to post-retirement medical benefits and are allocated to the separate account of a key employee (as defined in Code Section 419A(d)(3)) under a Code Section 419(e) welfare benefit fund maintained by the Employer; and

v. All Employee contributions (which, if made under this Plan, would be Nondeductible Voluntary Contributions) to all defined benefit and defined contribution plans maintained by the Participant's Employer. Employee contributions for this purpose shall not include rollover contributions (as defined in Code Section 408(d)(3)), eligible rollover distributions (as defined in Code Sections 402(c), 403(a)(4), 403(b)(8), and 457(e)(16)), or Employee contributions to a simplified employee pension plan excluded from the Employee's gross income under Code Section 408(k).

b. Annual Additions – Exclusions. Notwithstanding the above, Annual Additions do not include the following:

i. transfers of funds from one qualified plan to another;

ii. rollover contributions (as described in Code sections 401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), or 457(e)(16);

iii. excess deferrals that are distributed in accordance with Treasury Regulations section 1.402(g)-1(e)(2) or (3);

iv. repayments of loans made to a Participant from the Plan;

v. repayments of distributions received by a Participant pursuant to Code Section 411(a)(7)(B) (cash-outs);

vi. Employee contributions under a qualified cost-of-living arrangement under Code Section 415(k)(2);

vii. repayments of distributions received by a Participant pursuant to Code Section 411(a)(7)(D) (mandatory contributions);

viii. Employer contributions made to restore the forfeited portion of a Participant's account after repayment under Code Section 411(a)(7)(C);

ix. Deductible Employee contributions to a qualified plan or simplified employee pension plan; and

x. "restorative payments," which are payments made to restore losses to a plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under Title I of ERISA or under another applicable federal or state law, where plan participants who are similarly situated are treated similarly with respect to the payments. Generally, payments to a defined contribution plan are restorative payments only if they are made in order to restore some or all of the plan's losses due to an action (or failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the plan). This includes, but is not limited to, payments to a plan made pursuant to a Department of Labor order, the Department of Labor's Voluntary Fiduciary Correction Program, or a court-approved settlement, to restore losses to a qualified defined contribution plan on account of the breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the plan). Payments to a plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of fiduciary duty under ERISA are not restorative payments and generally constitute contributions that give rise to Annual Additions.

c. Annual Additions – Special Rules.

i. For purposes of computing the multiple plan limits, Employee contributions under a qualified cost-of-living arrangement under Code Section 415(k)(2) shall be treated as Annual Additions; but for purposes of determining the separate limit on Annual Additions for defined contribution plans, such contributions shall not be treated as Annual Additions.

ii. If, in a particular Limitation Year, a Participant's Employer allocates an amount to a Participants' Account because of an erroneous Forfeiture in a prior Limitation Year, or because of an erroneous failure to allocate amounts in a prior Limitation Year, the corrective allocation will not be considered an Annual Addition with respect to the Participant for that particular Limitation Year, but will be considered an Annual Addition for the prior Limitation Year to which it relates.

iii. If, in a particular Limitation Year, a Participant's Employer contributes an amount to an Employee's Account with respect to a prior Limitation Year and such contribution is required by reason of such Employee's rights under chapter 43 of title 38, United States Code, resulting from qualified military service, as specified in Code section 414(u)(1), then such contribution is not considered an Annual Addition with respect to the Employee for that particular Limitation Year in which the contribution is made, but, in accordance with Code section 414(u)(1)(B), is considered an Annual Addition for the Limitation Year to which the contribution relates.

d. Defined Contribution Dollar Limitation. $40,000 or, if greater, the amount adjusted for increases in the cost of living in accordance with Code Section 415(d)(1)(C).

e. Limitation Year. The year used for measuring Compensation for purposes of limitations on benefits and allocations in Article 2. If the Limitation Year is amended, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made. If the Plan is terminated effective as of a date other than the last day of the Plan's Limitation Year, the Plan shall be treated as if the Plan had been amended to change its Limitation Year.

f. Maximum Permissible Amount. The maximum Annual Addition that may be contributed or allocated to a Participant's Accounts, equal to the lesser of (i) or (ii) below:

i. The Defined Contribution Dollar Limitation; or

ii. 100% of the Participant's Compensation for the Limitation Year.

The Compensation limitation referred to in (ii) above shall not apply to any contribution for medical benefits (within the meaning of Code Sections 401(h) or 419A(f)(2)) which is otherwise treated as an Annual Addition under Code Sections 415(l)(1)) or 419(A)(d)(2).

If a short Limitation Year is created because of an amendment changing the Limitation Year, the Maximum Permissible Amount shall not exceed the Defined Contribution Dollar Limitation multiplied by the following fraction:

$$\frac{\text{Number of months in the short Limitation Year}}{12}$$

Prior to determining the Participant's actual Compensation for the Limitation Year, the Employer may determine a Participant's Maximum Permissible Amount based on a reasonable estimate of the Participant's Compensation for the Limitation Year, uniformly determined for all Participants similarly situated. As soon as is administratively feasible after the end of the Limitation Year, a Participant's Employer shall determine Maximum Permissible Amount based on the Participant's actual Compensation for the Limitation Year.

5. Employer as Member of a Controlled Group. For purposes of the limits imposed by this Article, if a Participant's Employer is a member of a group of corporations, trades or businesses under common control (as defined by Code Section 414(b) and (c) as modified by Code Section 415(h) (i.e., substituting "more than 50%" for "more than 80%" )), is a member of an affiliated service group (as defined by Code Section 414(m)), or is a member of any other entity required to be aggregated with the Employer pursuant to regulations under Code Section 414(o), all Employees of the group shall be considered to be employed by the Employer.

a. Break-up of Affiliated Employers or an Affiliated Service Group. For this purpose, a "formerly affiliated plan" of an employer is taken into account for purposes of applying the Code section 415 limitations to a Participant's Employer, but the formerly affiliated plan is treated as if it had terminated immediately prior to the "cessation of affiliation." A "formerly affiliated plan" of an employer is a plan that, immediately prior to the cessation of affiliation, was actually maintained by one or more of the entities that constitute the Employer under the aggregation rules referenced above, and immediately after the cessation of affiliation, is not actually maintained by any of those entities. A "cessation of affiliation" means the event that causes an entity to no longer be aggregated with one or more of other entities as a single employer under one of the employer affiliation rules listed above (such as the sale of a subsidiary outside a controlled group), or that causes a plan to not actually be maintained by one of the entities that constitute the Employer under those aggregation rules (such as a transfer of plan sponsorship outside of a controlled group).

b. Unrelated Employers that Become Related During a Limitation Year. Two or more defined contribution plans that are not required to be aggregated under Code section 415(f) and the regulations thereunder as of the first day of a Limitation Year do not fail to satisfy the requirements of Code section 415 with respect to a Participant for the Limitation Year merely because they are aggregated later in that Limitation Year, provided that no Annual Additions are credited to the Participant's Account after the date on which the plans are required to be aggregated.

6. Treatment of Excess Annual Additions. If the Annual Additions for a Limitation Year exceed the Maximum Permissible Amount, the Plan shall correct the excess in according to a method permitted by the Employee Plans Compliance Resolution System as set forth in Revenue Procedure 2013-12 or any superseding guidance, including but not limited to the preamble of the final regulations under section 415 of the Internal Revenue Code.

7. Compliance with Code Section 415. This Article is intended to comply with the provisions of Code Section 415 and the regulations issued pursuant to that Section. If there is any discrepancy

between the provisions of this Article and the provisions of Code Section 415, the discrepancy shall be resolved so as to give full effect to the provisions of Code Section 415 and the regulations issued thereunder.

## ARTICLE 8 - Top Heavy Plans

This Article shall apply only to Participants who are noncollectively bargained Employees and their Employers, on an Employer by Employer basis, and shall be interpreted accordingly, consistent with Treasury Regulation Section 1.416-1 G-2.

1. Determination of Top Heavy Status. The Plan shall be a Top Heavy Plan with respect to noncollectively bargained Employees and plans of an Employer in any year in which the Plan benefits (within the meaning of Code Section 410(b)) any Key Employee or former Key Employee of that Employer and any of the following conditions exist on the Determination Date:

a. The Top Heavy Ratio for the Plan (considering only Employees of that Employer) exceeds 60%, and the Plan is not aggregated as part of a Required Aggregation Group or Permissive Aggregation Group.

b. The Plan is part of a Required Aggregation Group with respect to that Employer but not part of a Permissive Aggregation Group, and the Top Heavy Ratio for the Required Aggregation Group exceeds 60%.

c. The Plan is part of a Required Aggregation Group with respect to that Employer and part of a Permissive Aggregation Group with respect to that Employer, and the Top Heavy Ratio for the Permissive Aggregation Group exceeds 60%.

If any Participant is a non-Key Employee for a Plan Year but was a Key Employee for a prior Plan Year (i.e. the Participant does not meet the Key Employee criteria for the Plan Year containing the Determination Date), the Participant's Present Value of Accrued Benefit and/or Aggregate Account balance shall not be taken into account in determining whether the Plan is a Top Heavy Plan (or whether any Aggregation Group that includes the Plan is a Top Heavy Group).

In addition, if a Participant or former Participant has not performed services for the Employer during the one year period ending on the Determination Date, the Present Value of Accrued Benefit and/or Aggregate Account balance for the Participant or former Participant shall not be taken into account in determining whether the Plan is a Top Heavy Plan. A Participant or former Participant who has not received any Compensation from an Employer during the one year period ending on the Determination Date shall be considered not to have performed any services for this purpose.

Notwithstanding anything in this Article to the contrary, this Article shall not apply in any Plan Year beginning after December 31, 2001, in which the Plan consists solely of a cash or deferred arrangement which meets the requirements of Code Section 401(k)(12). If, but for the preceding sentence, the Plan would be treated as a Top Heavy Plan because it is a member of an Aggregation Group that is a Top Heavy Group, contributions under the Plan may be taken into account in determining whether any other defined contribution plan in the Aggregation Group satisfies the minimum allocation requirement.

2. Top Heavy Definitions. The following provisions shall apply in determining whether the Plan is a Top Heavy Plan with respect to an Employer:

a. Aggregate Account. A Participant's Aggregate Account as of a Determination Date is the sum of:

i. The Participant's Account balance as of the most recent valuation occurring within a 12 month period ending on the Determination Date;

ii. Contributions and Forfeitures that would be allocated as of a date not later than the Determination Date, even though those allocations are not yet made or required to be made;

iii. Any Plan distributions made within the Determination Period. The preceding sentence shall also apply to distributions under a terminated Plan which, had it not been terminated, would have been aggregated with the Plan under Code Section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than severance from employment, death, or Total and Permanent Disability, this provision shall be applied by substituting "Determination Period and the four preceding Plan Years" for "Determination Period." However, distributions made after the Valuation Date and prior to the Determination Date are not included as distributions for top heavy purposes to the extent that the distributions are already included in the Participant's Aggregate Account balance as of the Valuation Date;

iv. Any Employee contributions except amounts attributable to tax deductible qualified Employee contributions;

v. With respect to unrelated rollovers and plan-to-plan transfers (those initiated by the Employee and made from a plan maintained by one employer to a plan maintained by another employer), if this Plan is providing the rollover or plan-to-plan transfer, it shall always consider the rollover or plan-to-plan transfer as a distribution for purposes of this section. If this Plan is accepting the rollover or plan-to-plan transfer, it shall consider the rollover or plan-to-plan transfer as part of the Participant's Aggregate Account balance only if accepted prior to 1984; and

vi. With respect to related rollovers and plan-to-plan transfers (those either not initiated by the Employee or made to a plan maintained by the same employer), if this Plan is providing the rollover or plan-to-plan transfer, it shall not consider the rollover or transfer as a distribution for purposes of this section. However, if this Plan is accepting the rollover or plan-to-plan transfer, it shall consider the rollover or plan-to-plan transfer as part of the Participant's Aggregate Account balance.

b. Aggregation Group. Either a Required Aggregation Group or Permissive Aggregation Group.

c. Determination Date. The last day of the preceding Plan Year or, in the case of the first Plan Year, the last day of that Plan Year.

d. Determination Period. The one-year period ending on the Determination Date.

e. Employer. For purposes of this Article, all members of a group of corporations, trades or businesses under common control (as defined by Code Sections 414(b) and (c) as modified by Code Section 415(h)), an affiliated service group (as defined by Code Section 414(m)), or any other entity required to be aggregated pursuant to regulations under Code Section 414(o), of which an Employer is a part.

f. Permissive Aggregation Group. All plans in the Required Aggregation Group, plus any other plans of an Employer which, when considered as a group with the Required Aggregation Group, would satisfy the requirements of Code Sections 401(a)(4) and 410. If the Permissive Aggregation Group is a Top Heavy Group, only a plan that is part of the Required Aggregation Group will be considered a Top Heavy Plan. No plan in the Permissive Aggregation Group will be considered a Top Heavy Plan if the Permissive Aggregation Group is not a Top Heavy Group.

g. Present Value of Accrued Benefit. A Participant's Present Value of Accrued Benefit shall be determined under the provisions of the applicable defined benefit plan. Accrued Benefits shall be treated as accruing under the method used for accrual purposes under all plans of an Employer, or, if there is no such method, Accrued Benefits shall be treated as accruing no more rapidly than under the lowest accrual rate permitted under Code Section 411(b)(1)(C).

h. Required Aggregation Group. (i) Each qualified plan of an employer in which at least one Key Employee participates at any time during the Determination Period (regardless of whether the plan has terminated), and (ii) any other qualified plan of the Employer which enables a plan described in (i) to meet the requirements of Code Sections 401(a)(4) or 410(b). Each plan in a Required Aggregation Group will be considered a Top Heavy Plan if the Required Aggregation Group is a Top Heavy Group. No plan in the Required Aggregation Group will be considered a Top Heavy Plan if the Required Aggregation Group is not a Top Heavy Group. A Required Aggregation Group can consist of only one plan if only one plan of an Employer has Key Employee Participants.

i. Top Heavy Group. An Aggregation Group in which, as of a Determination Date, the sum of the following amounts exceeds 60% of a similar sum determined for all Participants:

i. The Present Value of Accrued Benefits of Key Employees under all defined benefit plans in the Aggregation Group; and

ii. The Aggregate Accounts of Key Employees under all defined contribution plans included in the Aggregation Group.

j. Top Heavy Plan Year. Any Plan Year in which the Plan is a Top Heavy Plan.

k. Top Heavy Ratio.

i. If an Employer maintains one or more defined contribution plans (including a simplified employee pension plan) and has not maintained any defined benefit plan which has or has had Accrued Benefits during the Determination Period, the Top Heavy Ratio is a fraction, the numerator of which is the sum of the Aggregate Account balances of all Key Employees as of the Determination Date, and the denominator of which is the sum of the Aggregate Account balances of all Participants as of the Determination Date.

Both the numerator and denominator of the Top Heavy Ratio shall be adjusted to reflect any contribution which is due but unpaid as of the Determination Date.

ii. If an Employer maintains one or more defined contribution plans (including a simplified employee pension plan) and maintains or has maintained one or more defined benefit plans which has or has had Accrued Benefits during the Determination Period, the Top Heavy Ratio is a fraction, the numerator of which is the sum of the Aggregate Account balances under the aggregated defined contribution plans for all Key Employees and the Present Value of Accrued Benefits under the aggregated defined benefit plans for all Key Employees as of the Determination Date, and the denominator of which is the sum of the Aggregate Account balances under the aggregated defined contribution plans for all Participants and the Present Value of Accrued Benefits under the aggregated defined benefit plans for all Participants as of the Determination Date.

Both the numerator and denominator of the Top Heavy Ratio shall be adjusted for any distribution of an Accrued Benefit made during the Determination Period and any contribution which is due but unpaid as of the Determination Date. The preceding sentence shall also apply to distributions under a terminated Plan which, had it not been terminated, would have been aggregated with the Plan under Code Section 416(g)(2)(A)(i) of the Code. For years other than the first Plan Year of the Plan, a contribution timely paid after the Determination Date shall not be due if the Plan is not subject to the minimum funding requirements of Code Section 412.

iii. If a distribution has been made for a reason other than severance from employment, death, or Total and Permanent Disability during the Determination Period and the four preceding Plan Years, then for purposes of i. and ii. above,"Determination Period and the four preceding Plan Years" shall be substituted for "Determination Period."

iv. For purposes of i. and ii. above, the value of Account balances and the Present Value of Accrued Benefits will be determined as of the most recent Valuation Date that falls within or ends with the 12 month period ending on the Determination Date, except as provided in Code Section 416 and the regulations thereunder for the first and second Plan Years of a defined benefit plan. The Account balances and Accrued Benefit of a Participant who is not a Key Employee but was a Key Employee in a prior year, or who has not been credited with at least one Hour of

Service with any Employer maintaining the Plan at any time during the Determination Period, will be disregarded. The calculation of the Top Heavy Ratio and the extent to which distributions, rollovers and transfers are taken into account will be made in accordance with Code Section 416 and the regulations thereunder that are not obsolete. Deductible Employee contributions will not be taken into account for purposes of computing the Top Heavy Ratio. When aggregating plans, the value of Aggregate Account balances and Accrued Benefits will be calculated with reference to the Determination Dates that fall within the same calendar year.

The Accrued Benefit of a Participant other than a Key Employee shall be determined under the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by an Employer; or, if there is no such method, as if the benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Code Section 411(b)(1)(C).

3. Special Top Heavy Provisions. If the Plan is or becomes a Top Heavy Plan in any Plan Year, the provisions of this section will supersede any conflicting provision in the Plan.

a. Minimum Allocation. Except as otherwise provided, Employer contributions and Forfeitures allocated on behalf of each non-Key Employee Participant who is employed by an Employer at the end of a Plan Year shall not be less than 3% of the Participant's Compensation. However, if the Participant also participates in a defined benefit plan maintained by the Employer and the defined benefit plan designates this Plan to satisfy Code Section 416, the allocation shall not be less than 5% of the Participant's Compensation. An Employee shall not be considered a Participant in a defined benefit plan if the defined benefit plan is frozen or terminated before the Employee's effective date of participation in the defined benefit plan or if no Key Employee benefits under the Plan for the Plan Year. The minimum allocation is determined without regard to any social security contribution. The Employer of the non-collectively bargained non-Key Employee whose plan(s) (including this Plan) are considered part of a Top Heavy Group shall contribute the amount necessary, if any, to satisfy this requirement.

The minimum allocation shall be made even though under other Plan provisions a Participant would not otherwise be entitled to receive an allocation or would have received a lesser allocation for the year because (i) the Participant failed to complete 1,000 Hours of Service (or any equivalent provided in the Plan); (ii) the Participant failed to make mandatory contributions to the Plan; or (iii) Compensation is less than a stated amount.

However, if the sum of Employer contributions (including Elective Contributions) allocated to each Key Employee Participant's Account for the Top Heavy Plan Year is less than 3% of each Key Employee's Compensation and the Plan is not required to be included in an Aggregation Group to enable a defined benefit plan to meet the requirements of Code Sections 401(a)(4) or 410, the sum of Employer contributions allocated to each non-Key Employee Participant's Account shall be equal to the largest percentage allocated to a Key Employee Participant's Account.

For purposes of this subsection, the percentage allocated to each Key Employee Participant's Account shall be equal to the ratio of the sum of the Employer contribution allocated on behalf of the Key Employee divided by the Compensation for that Key Employee. For purposes of this subparagraph, Employer contributions attributable to a salary reduction or similar arrangement shall be taken into account.

The provisions of this subparagraph shall not apply to any Participant to the extent the Participant is covered under any other plan or plans of an Employer and the minimum allocation or benefit requirement applicable to Top Heavy Plans will be met in the other plan or plans.

Contributions required to be made on behalf of an Employee to fulfill the requirements of this Article shall be made by the Employee's Employer with respect to which the Plan is a Top Heavy Plan.

b. Nonforfeitability of Minimum Allocation. The minimum allocation (to the extent required to be nonforfeitable under Code Section 416(b)) may not be forfeited under Code Sections 411(a)(3)(B) or (D).

4. Defined Benefit Plan Also Maintained. If any non-Key Employee Participant also participates in any defined benefit plan of an Employer that is part of a Top-Heavy Group, the minimum contribution provisions in the "Special Top Heavy Provisions" section of this Article shall be inapplicable as long as each non-Key Employee eligible to participate in the Plan has, at any time, a minimum Accrued Benefit under the defined benefit plan (expressed as a life annuity commencing at Normal Retirement Age) equal to at least the product of (a) the Employee's average Compensation for the five consecutive years when the Employee had the highest aggregate Compensation from the Employer; and (b) the lesser of 2% per Year of Service as a Participant in the defined benefit plan, or 20%. For purposes of computing the product in the foregoing sentence, Compensation in the last Plan Year in which the Plan is Top Heavy shall be disregarded. Also, Years of Service shall exclude Years of Service when the Plan was not a Top Heavy Plan (for any Plan Year ending during such Year of Service) and Years of Service completed in a Plan Year beginning before 1984. Although all accruals of Employer derived benefits, whether or not attributable to Top Heavy Plan Years, may be used to satisfy the defined benefit plan minimum, all Accrued Benefits attributable to Employee contributions shall be ignored.

## ARTICLE 9 - Distribution of Benefits

1. Distribution Events. Distribution from the Plan shall occur only under the following circumstances:

a. Participant Request after Distribution Event. Distribution shall occur at the time specified in this Article if requested by a Participant (which, throughout this Article, includes a Beneficiary of a deceased Participant if appropriate) after any of the following Distribution Events:

i. Retirement

ii. death

iii. Total and Permanent Disability

iv. any other Termination of Employment

v. demonstrating hardship as defined in this Article

vi. attainment of age 59-1/2, regardless of whether Termination of Employment has occurred, or

vii. Meeting the requirements of this Article for "qualified reservist distribution."

b. Without Participant Request. The Board of Trustees shall distribute a Participant's benefit without the consent of the Participant upon the earliest of:

i. Termination of the Plan

ii. A Participant's Required Beginning Date

iii. Occurrence of both Termination of Employment and attainment of Normal Retirement Age; however, if Normal Retirement Age is less than age 62, "Normal Retirement Age" shall mean, solely for purposes of distributing without Participant consent, attainment of age 62 and satisfaction of any participation requirement normally used to determine Normal Retirement Age

iv. The date required by an order determined in the sole discretion of the Plan Administrator to be a "Qualified Domestic Relations Order"

c. Rollover Contributions. A Participant may elect to receive a distribution of the Participant's Rollover Account at any time.

These events are collectively referred to in this Article as "Distribution Events."

2. Time of Distribution. A Participant's Accrued Benefit shall become available for distribution as soon as administratively feasible after the Distribution Event entitling the Participant to distribution, upon request of the Participant and proper completion of administrative forms reasonably required by the Plan Administrator and a finding by the Trustees that the Participant is eligible for distribution under the Plan terms.

For purposes of determining administrative feasibility, distribution shall not be administratively feasible if the Plan, Trust, or Board of Trustees would incur additional cost that would not otherwise apply if the distribution occurred as soon as feasible after the next regular Valuation Date.

3. Latest Distribution Without Participant Delay. Unless a Participant elects in writing to delay commencement of benefits, payment of benefits must begin within 60 days after the close of the Plan Year in which the latest of the following occurs:

a. The date on which the Participant attains the earlier of age 60;

b. The tenth anniversary of the year in which the Participant commenced participation in the Plan; or

c. Termination of Employment.

4. Cash Out of Small Benefits. If, upon any Distribution Event, the value of a Participant's vested Accrued Benefit does not exceed $200, distribution shall be made in a lump sum of cash without any written consent. When the value of a Participant's vested Accrued Benefit exceeds $200 but does not exceed $1,000, the Participant shall have the opportunity to elect to receive the vested Accrued Benefit in the form of a lump sum of cash or a rollover distribution pursuant to the "Direct Rollover" section of this Article. If the Participant fails to elect between these options within the time period provided in accordance with the "Notice and Consent" section of this Article, the Plan Administrator shall distribute the entire vested Accrued Benefit in a lump sum of cash subject to federal income tax withholding requirements. The distribution shall be made as soon as administratively feasible.

If a Participant terminates employment with no vested Accrued Benefit, an immediate lump sum distribution of Zero Dollars shall be deemed to have occurred as of the date Termination of Employment occurs.

If a Participant receives an immediate lump sum distribution of the vested Accrued Benefit (whether an actual or deemed distribution), the nonvested portion of the Participant's Accrued Benefit shall be forfeited subject to the restoration rules in Article 6.

If the value of a Participant's vested Accrued Benefit exceeds $1,000, the Plan Administrator may make an immediate distribution only if the Distribution Event entitles the Participant to a distribution and only after compliance with the requirements of the "Notice and Consent" section of this Article.

5. Standard Distribution Method. At the time for distribution specified in this Article, the vested amount in a Participant's Accounts shall be determined under Article 6 as of the most recent Valuation Date. This amount plus the amount attributable to any subsequent Elective Contributions shall be distributed in a lump sum cash payment or a direct rollover to an eligible retirement plan. Distribution pursuant to a Distribution Event that occurs prior to the time a Participant has a Termination of Employment may be taken in one or more total or partial lump sum cash payments or, if permitted, direct rollovers to an eligible retirement plan.

6. Retirement Benefits - Optional Method of Payment. The standard method of payment may be waived at the recipient's option and an optional form elected. If the standard method of payment stated in the preceding section is waived as permitted in this Article, the Participant's vested Account balance shall be distributed in monthly, quarterly, semiannual or annual cash installments in a fixed amount or percentage of vested Account balance elected by the Participant at the time benefits commence, provided that the amounts distributed and intervals at which distribution occurs satisfy the "Minimum Annual Lifetime Distribution" section of this Article and Code Section 401(a)(9).

A Participant or Beneficiary who has elected to receive installment distribution may elect at any time to accelerate all remaining installments into a single lump sum by filing a written election with the Plan Administrator. The election shall be effective no sooner than the next installment due under the method in effect at the time the election is made, and shall be filed not later than 30 days before its effective date.

Notwithstanding any contrary provision, no amount distributed under this Plan shall exceed a Participant's Account balance as of the date on which the distribution occurs, determined under the terms of this Plan and reasonable administrative practices.

7. Hardship Distributions. A Participant shall be entitled to a distribution from the Participant's Account if the Participant has a financial hardship. For purposes of the preceding sentence, a Participant has a "financial hardship" if both of the following requirements are satisfied:

a. The Participant has an immediate and heavy financial need; and

b. The distribution is necessary to satisfy the financial need.

The Plan Administrator, based upon the Participant's representations and other such information as is known to the Plan Administrator, shall make a determination as to whether the Participant's request for a hardship distribution satisfies the requirements of Code Section 401(k) and the paragraphs below.

a. A Participant shall be deemed to have an immediate and heavy financial need only if the distribution is for one or more of the following reasons:

i. Expenses for medical care that would be deductible under Code Section 213(d) (determined without regard to any minimum percentage of income required by that section) incurred by the Participant, a Spouse, or any of the Participant's dependents;

ii. The purchase (excluding mortgage payments) of a principal residence for the Participant;

iii. Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for the Participant, Spouse, the Participant's children, or dependents (as defined in Code Section 152, without regard to sub-sections 152(b)(1), 152(b)(2), and 152(d)(1)(B));

iv. The need to prevent the eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage of the Participant's principal residence;

v. Payments for funeral or burial expenses for the Participant's deceased parent, Spouse, children, or dependents (as defined in Code Section 152, without regard to sub-section 152(d)(1)(B)); or

vi. Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty loss deduction of Code Section 165 (determined without regard to any to any minimum percentage of income required by that section).

b. A distribution shall be necessary to satisfy a Participant's financial need if the following conditions are satisfied:

i. The distribution is not in excess of the amount of the immediate and heavy financial need of the Participant;

ii. The Participant has obtained all distributions, other than hardship distributions, and all nontaxable loans currently available under all plans maintained by the Board of Trustees; and

iii. The Plan, and all other plans maintained by the Board of Trustees, provide that the Participant's Elective Contributions will be suspended for at least 6 months after receipt of the hardship distribution.

c. In addition to the condition that the amounts distributed not be in excess of the Participant's financial need, the amount to be distributed shall not exceed the amount of Elective Contributions allocated to the Participant's Account.

8. Qualified Reservist Distributions. A Participant may request and receive a distribution from amounts attributable to Elective Contributions if:

a. the Participant was, by reason of his or her being a member of a "reserve component," ordered or called to active duty after September 11, 2001 for:

i. a period in excess of 179 days; or

ii. an indefinite period; and

b. the distribution is made during the period:

i. beginning on the date of the order or call to active duty; and

ii. ending at the close of the active duty period.

A Participant who takes a distribution under this provision shall not make Elective Contributions to the Plan for the period beginning on the date of the distribution and ending on the date which is six months after the date of the distribution.

9. Direct Rollover. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this paragraph, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

For purposes of the preceding paragraph, the following words and phrases shall have the following meanings:

a. Eligible retirement plan: An eligible retirement plan is

i. an individual retirement account described in Code Section 408(a),

ii. an individual retirement annuity described in Code Section 408(b),

iii. an annuity plan or custodial account described in Code Sections 403(a) or 403(b),

iv. a qualified trust described in Code Section 401(a),

v. an eligible deferred compensation plan described in Code Section 457(b) maintained by a State, political subdivision of a State, and any agency or instrumentality of a State or political subdivision of a State, that accepts the distributee's Eligible Rollover Distribution, and

vi. a Roth IRA under Code Section 408A.

b. Distributee: A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Code Section 414(p), are distributees with regard to the vested Accrued Benefit of the Spouse or former Spouse. A nonspouse Beneficiary who is a

designated Beneficiary under Code Sec. 401(a)(9)(E) and the regulations issued thereunder is a distributee with regard to the Beneficiary's interest in a deceased Participant's Accounts. Distributions to such a nonspouse Beneficiary shall be treated as eligible rollover distributions for purposes of the Code Section 401(a)(31) direct rollover rules, Code Section 402(f)'s requirements that a written explanation of tax treatment be provided, and Code Section 3405(c)'s 20% withholding requirements and exceptions.

c. Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

10. Notice and Consent Requirements. Before making a distribution, the Plan Administrator shall provide the distributee a written explanation of rights, as follows:

a. 402(f) Notice. If any portion of the distribution is an Eligible Rollover Distribution, the Plan Administrator shall provide no more than 180 and no less than 30 days prior to the date of distribution a written notice of the rules regarding a distributee's right to elect a direct rollover to an eligible retirement plan described in the "Direct Rollovers" section of this Article, any default method that will be followed if an election is not timely made, the right to make a rollover of any amount directly distributed, and certain withholding and other tax treatment rules, all satisfying the content requirements of Treasury Regulation Section 1.402(f)-1. If a distributee elects a series of payments that qualify as an Eligible Rollover Distribution, the Plan Administrator shall provide this notice at least once annually for as long as the payments continue.

b. Notice of Right to Consent to Immediate Distribution. If the distributee is a Participant and the Participant's distributable vested Accrued Benefit exceeds the amount permitted by the Plan to be distributed or rolled over without the Participant's consent under the "Cashout of Small Benefits"section of this Article and the Participant has not yet attained the later of age 60 or the Normal Retirement Age, the Plan Administrator shall provide no more than 180 and no less than 30 days prior to the date distribution commences a written notice of the right to defer receipt of the distribution until the date the Participant consents or, if earlier, the Participant reaches the later of age 60 or the Normal Retirement Age. The notice shall include a general description of the optional forms of benefit available under the Plan, the eligibility conditions for each optional form, and any other material features of the optional forms of benefit under the Plan.

The description of a Participant's right, if any, to defer receipt of a distribution also will describe the consequences of failing to defer receipt of the distribution. For notices issued before the 90th day after the issuance of Treasury Regulations (unless future Internal Revenue Service guidance otherwise requires), the notice will include a reasonable attempt to comply with this requirement.

Distribution to such a Participant who has not reached the later of age 60 or the Normal Retirement Age shall not occur before valid consent is received, and consent shall not be valid if given more than 180 days before the date distribution commences.

This notice and consent requirement shall not apply after the death of a Participant, or to payments to an alternate payee under a Qualified Domestic Relations Order, or to a minimum distribution required by Code Section 401(a)(9). This notice and consent requirement shall not apply after the termination of the Plan if the Plan does not provide an annuity purchase option and neither an Employer nor any other entity in the same controlled group as the Employer maintain another defined contribution plan (other than an employee stock ownership plan).

Distribution may commence less than 30 days after the written notice(s) required by this section are given, provided that the Plan Administrator clearly informs the recipient that the recipient has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and the recipient, after receiving the notice, affirmatively elects a distribution.

11. Minimum Annual Lifetime Distributions. All distributions under this Article shall be made no later than and in amounts no less than required under Code Section 401(a)(9), including the minimum distribution incidental benefit requirement of Code Section 401(a)(9)(G), and the Treasury Regulations under Code Section 401(a)(9). This section is intended to ensure that the forms of benefit distribution provided by this Plan satisfy these provisions of the Code and the Treasury Regulations thereunder. This section is not intended to create new forms of distribution not already provided by this Article, except to the limited extent that existing forms of distribution must be modified to conform to the requirements of this section. In that case this section shall override any contrary distribution features of this Article only to the extent necessary to make such a distribution method compliant with Code Section 401(a)(9), including the minimum distribution incidental benefit requirement of Code Section 401(a)(9)(G), and the Treasury Regulations under Code Section 401(a)(9).

For distributions occurring during a Participant's lifetime, the following rules shall apply:

a. The entire Account Balance of a Participant must be distributed or begin to be distributed no later than the Participant's Required Beginning Date.

b. If a Participant's entire Account Balance in the Plan is distributable in the standard form of a single lump sum and either there are no other optional forms of benefit payment available under the Plan for the Distribution Calendar Year or the Participant fails to elect a different available optional form for the Distribution Calendar Year, the single lump sum for the first Distribution Calendar Year shall be distributed on or before the Participant's Required Beginning Date, and the single lump sum for any later such Distribution Calendar Year shall be distributed by the last day of the Distribution Calendar Year.

c. If a Participant's entire Account Balance is to be distributed in other than a lump sum, then the amount to be distributed each Distribution Calendar Year beginning with the first Distribution Calendar Year must be at least an amount equal to the quotient obtained by dividing the Participant's Account Balance by the Uniform Table Divisor using the Participant's age as of the Participant's birthday in the Distribution Calendar Year, unless a Spouse is the Participant's sole Designated Beneficiary. If a Spouse is the Participant's

sole Designated Beneficiary, then the amount to be distributed each Distribution Calendar Year beginning with the first Distribution Calendar Year must be at least an amount equal to the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9, using the Participant's and Spouse's ages as of their birthdays in the Distribution Calendar Year.

d. The minimum distribution required by this section shall never exceed the value of a Participant's Account Balance (under the terms of the Plan) as determined on the date of distribution.

e. Required minimum distributions will be determined under this section beginning with the first Distribution Calendar Year and continuing up to, and including, the Distribution Calendar Year that includes a Participant's date of death. If the Participant dies before receiving the required minimum distribution for the Distribution Calendar Year that includes the Participant's date of death, that required distribution shall be paid to the Participant's Beneficiary.

f. For purposes of this section, the following definitions shall apply:

i. A "Designated Beneficiary" is one or more individuals designated as a Beneficiary under the Plan in accordance with Article 2 and this Article who remain Beneficiaries as of September 30 of the calendar year after the calendar year of the Participant's death. An individual must be a Beneficiary as of the date of the Participant's death to be eligible to be a Designated Beneficiary. If a Participant's surviving Spouse is the Participant's sole Designated Beneficiary as of September 30 of the calendar year after the calendar year of the Participant's death but dies before distributions have begun to the surviving Spouse, the Spouse is substituted for the Participant for purposes of making the Designated Beneficiary determination. The Designated Beneficiary shall be determined under the rules of Treasury Regulations Section 1.401(a)(9)-4, including the rules permitting the use of beneficiaries of a trust as Designated Beneficiaries if the requirements of that Regulation are satisfied. If there are multiple Designated Beneficiaries, each Designated Beneficiary shall be treated as Designated Beneficiary of the Beneficiary's Beneficiary Account.

ii. A "Distribution Calendar Year" is a calendar year for which a minimum distribution is required. For distributions beginning before a 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 pursuant to the "Distributions After Death" section.

iii. The Participant's "Account Balance" for a Distribution Calendar Year is the Participant's total Accrued Benefit, without regard to vesting, determined as of the last Valuation Date in the Valuation Calendar Year, increased by the amount of any contributions made and allocated and forfeitures allocated to the Participant's

Accounts as of dates in the Valuation Calendar Year, and decreased by distributions made in the Valuation Calendar Year after the Valuation Date. Amounts are included in the Account Balance if the amounts were either rolled over or transferred to the Plan in the Valuation Calendar Year, or were transferred or distributed by the distributing plan in the Valuation Calendar Year and received by the Plan in the Distribution Calendar Year. If the Participant is less than 100% vested, the entire Account Balance will be counted when determining minimum required distributions, but the minimum required distribution under this section shall never exceed the vested portion of a Participant's Accrued Benefit as of the Valuation Date. If less than the minimum required distribution is made in a Distribution Calendar Year because the Participant's vested Accrued Benefit on the Valuation Date is less than the minimum required distribution, the minimum required distribution for the following Distribution Calendar Year shall be increased by the amount of the shortfall. If there are multiple Designated Beneficiaries with respect to the Participant's Account Balance, the rules of the "Distributions After Death" section of this Article applicable to the Account Balance shall apply separately to each Designated Beneficiary's Beneficiary Account.

iv. The "Uniform Table Divisor" is the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9.

v. The "Valuation Calendar Year" is the calendar year immediately preceding the Distribution Calendar Year.

vi. The "Required Beginning Date" of a Participant shall be determined in accordance with (1) or (2) below:

(1) The Required Beginning Date of a Participant who is not a "5% owner" (as defined below) is the first day of April of the calendar year following the calendar year in which the later of Retirement or attainment of age 70½ occurs.

(2) The Required Beginning Date of a Participant who is a 5% owner is the first day of April following the later of:

(a) the calendar year in which the Participant attains age 70½, or

(b) the earlier of the calendar year with or within which ends the Plan Year in which the Participant becomes a 5% owner, or the calendar year of Retirement.

(3) A Participant is treated as a 5% owner for purposes of this section if such Participant is a 5% owner as defined in the Highly Compensated Employee definition in Article 2 at any time during the calendar year.

(4) Once distributions have begun to a 5% owner under this section they must continue to be distributed, even if the Participant ceases to be a 5% owner in a subsequent year.

12. Distributions After Death. This section shall apply if a Participant dies before the entire vested Accrued Benefit is distributed. For purposes of this section, the definitions of the "Minimum Annual Lifetime Distributions" section of this Article shall apply, except as specifically modified in this section.

All distributions under this Article shall be made no later than and in amounts no less than required under Code Section 401(a)(9), including the minimum distribution incidental benefit requirement of Code Section 401(a)(9)(G), and the Treasury Regulations under Code Section 401(a)(9). This section is intended to ensure that the forms of benefit distribution provided by this Plan after a Participant's death satisfy these provisions of the Code and the Treasury Regulations thereunder. Unless an intent to create an additional distribution option is clearly manifested in this section, this section is not intended to create new forms of distribution not already provided by this Article, except to the limited extent that existing forms of distribution must be modified to conform to the requirements of this section. In that case this section shall override any contrary distribution features of this Article only to the extent necessary to make such a distribution method compliant with Code Section 401(a)(9), including the minimum distribution incidental benefit requirement of Code Section 401(a)(9)(G), and the Treasury Regulations under Code Section 401(a)(9).

For distributions occurring after a Participant's death, the following rules shall apply:

a. Form of Death Benefit Distribution. Except as otherwise provided in this Article, all optional distribution forms that can be elected by a Participant shall be available for distributions after the Participant's death. Each of the Participant's Beneficiaries may elect any such optional form with respect to the Beneficiary's Beneficiary Account, except to the extent that the Participant has elected otherwise.

b. Minimum Distribution Requirements: Lump Sums. If a Participant's entire Account Balance in the Plan is distributable in the standard form of a single lump sum and the Beneficiary fails to elect a different available optional form for the first Distribution Calendar Year, the single lump sum for the first Distribution Calendar Year shall be distributed as soon as practicable following the Participant's death, but no later than December 31 of the calendar year in which falls the fifth anniversary of the Participant's death.

The Board of Trustees reserves the right to amend the Plan at any time up to the last day of the calendar year following the calendar year of a Participant's death to make available additional methods of distributing the Participant's Account Balance, which may, if the amendment so provides, relate to the undistributed portion of the Participant's Account Balance on and after the date of death to the extent not inconsistent with the operation of the Plan under the terms in effect prior to the time the amendment is adopted.

c. Minimum Distribution Requirements: Forms Other than Lump Sums and Annuities. If a Participant's Account Balance is distributed in a form other than a single lump sum or an annuity contract, the following rules shall apply:

i. Timing, Minimum Amount and Distribution Period if Participant Dies 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 a Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then 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 70-1/2, if later. 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 Spouse.

(2) If a Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died. 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.

(3) If there is no Designated Beneficiary as of September 30 of the year following the year of a 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) Notwithstanding the above, if the otherwise available form of distribution is consistent with such an election and there is a Designated Beneficiary, a Participant or Designated Beneficiary (Spouse or non-Spouse) may elect to apply either the 5-year rule of (3) or the life expectancy rules in (1) and (2) to distributions after the death of a Participant. 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 (1) or (2) 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 a Participant nor Beneficiary make an election under this paragraph, distributions will be made in accordance with (1) and (2), above.

ii. Minimum Amount and Distribution Period if Participant Dies After Distributions Begin. If a Participant dies on or after the date distributions begin, then:

(1) Participant Survived by Designated Beneficiary. If 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.

(2) No Designated Beneficiary. If 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.

iii. When Distributions Are Considered to Begin. For purposes of these rules, distributions are not considered to have begun to a Participant until the Participant's Required Beginning Date, without regard to whether payments have been made before that date . Therefore, if a Participant dies before the Required Beginning Date, then for purposes of these rules, distributions will not have begun, and if a Participant dies after the Required Beginning Date, distribution will be treated as having begun on the Participant's Required Beginning Date. However, if a Participant dies before the Participant's Required Beginning Date and the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then distributions to the surviving Spouse will be treated as having begun no earlier than 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 70-1/2, if later.

iv. Spouse Treated as Participant. If a 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, these rules will apply as if the surviving Spouse were the Participant, except that the Spouse's surviving spouse shall not benefit from any options normally available only to a Spouse who is the Participant's sole Designated Beneficiary.

v. Life Expectancy. For purposes of these rules, life expectancy is computed by use of the Single Life Table in Treasury Regulations Section 1.401(a)(9)-9.

(1) A 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.

(2) If A 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.

(3) If a 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.

13. Transition Rules for Regulatory Change Period. For years before 2003, required minimum distributions were made as follows.

a. 2000 and Before. Required minimum distributions for calendar years after 1984 and before 2001 were made in accordance with § 401(a)(9) and the proposed regulations thereunder published in the Federal Register on July 27, 1987 (the "1987 Proposed Regulations").

b. 2001. Required minimum distributions for 2001 were made pursuant to the proposed regulations under § 401(a)(9) published in the Federal Register on January 17, 2001 (the "2001 Proposed Regulations"). If distributions were made in 2001 under the 1987 Proposed Regulations prior to the date in 2001 the plan began operating under the 2001 Proposed Regulations, the special transition rule in Announcement 2001-82, 2001-2 C.B. 123, applied.

c. 2002. Required minimum distributions for calendar year 2002 were made pursuant to the 2001 Proposed Regulations.

14. WRERA 401(a)(9)(H) Election. Notwithstanding other provisions of this Article, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H) ("2009 RMDs"), and who 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"), will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence. In addition, notwithstanding other provisions of this Article, and solely for purposes of applying the "Direct Rollover" provisions of this Article,

in the event a Participant affirmatively elects to receive RMD distributions, 2009 RMDs and Extended 2009 RMDs (both as defined in the Plan) will be treated as Eligible Rollover Distributions.

15. Designation of Beneficiary. The Beneficiary of a death benefit payable under this Plan shall be determined as follows:

a. A Participant may designate a Beneficiary in writing on a form and in a manner acceptable to the Plan Administrator. The Participant's last such designation made before death shall be determinative except to the extent that it conflicts with the following provisions.

i. If the Participant is married at the time of the Participant's death, the Beneficiary of any death benefits shall be the Participant's Spouse, despite any designation to the contrary, unless the Spouse has authorized a different or additional Beneficiary. The Spouse's authorization shall be in writing and shall be witnessed by a Plan representative or by a notary public.

The Spouse's authorization may be limited to the Beneficiary designated at the time of consent, such that the Participant can designate a different Beneficiary only upon receiving new authorization by the Spouse or the Spouse can agree in writing to permit the Participant to change the Beneficiary without any requirement of further consent. No such "general consent" shall be valid unless the general consent acknowledges that the Spouse has the right to limit consent to a specific Beneficiary and that the Spouse voluntarily elects to relinquish that right.

ii. If the Participant is unmarried, the Participant may designate in writing any person or persons as a Beneficiary. For this purpose, a "person" shall include a trust, charitable organization, estate, or entity.

iii. If the Participant designates more than one Beneficiary and a designated Beneficiary dies before benefit payments are completed, the share payable to the deceased Beneficiary shall be paid to the Beneficiaries who are still living, except to the extent the Participant elected otherwise in the Beneficiary designation. Such payments shall be made in proportion to the shares otherwise still payable to the living Beneficiaries.

b. If a Participant fails to designate a Beneficiary or the named Beneficiary fails to survive the Participant or dies before receiving all of the Plan benefits and there is no validly designated contingent Beneficiary, the Plan Administrator shall direct that any funds held by the Board of Trustees or insurance policy proceeds not effectively disposed of under the terms of the contract be distributed to members of the following classes and in the following order:

i. The Participant's surviving Spouse, if any;

ii. The Participant's children, in equal shares, if there is no surviving Spouse; or

iii. The legal representative of the Participant's estate, if there are no surviving children or Spouse.

Upon the death of a Participant, the Plan Administrator shall direct the prompt execution of any documents which may be required to assist the designated Beneficiary in collecting the death benefits provided for under any insurance contract pursuant to the settlement arrangements contained in such contract.

16. Distributions to Minor or Incapacitated Payee. If the person entitled to receive a benefit payment under this Plan is a minor or other person who, in the sole judgement of the Plan Administrator, is not legally competent, the Plan Administrator may, in its sole discretion, direct that such distribution be paid to any of the following on behalf of the incompetent recipient:

a. the legal conservator of the person's estate;

b. the legal guardian of the incompetent person;

c. the holder of a durable power of attorney authorizing the attorney in fact to receive funds on the incompetent person's behalf; or

d. if the person is a minor, a parent of the minor or a responsible adult with whom the minor maintains the minor's residence, or to the custodian of the minor under the Uniform Transfer to Minors Act or Transfer to Minors Act, if such is permitted by the laws of the state in which the minor resides; or

e. A trust established for the sole benefit of the person.

No such distribution shall be made unless the Plan Administrator determines that the distribution will not violate the anti-alienation provisions of Code Section 401(a)(13) and Treasury Regulation 1.401(a)(13). A payment made in accordance with this paragraph shall fully discharge the Trustee, Plan Administrator, Employer and Plan from further liability on account thereof.

17. Distributions Pursuant to Qualified Domestic Relations Orders.

a. Limitations on Benefits and Distributions. All rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any alternate payee under a Qualified Domestic Relations Order as those terms are defined in Code Section 414(p). Whether an order is a Qualified Domestic Relations Order shall be determined by the Plan Administrator, in the Plan Administrator's sole discretion. The Plan Administrator's determination in this regard shall be binding on all Parties.

b. Distribution Prior to Earliest Retirement Age of Participant. Except as otherwise restricted in this Article, if a Qualified Domestic Relations Order so provides, distribution to an alternate payee may occur in any of the forms available under this Article for

distribution to the Participant and may commence on or after the last day of the Plan Year in which the Order is entered by a court of competent jurisdiction, provided, however, that:

i. the Order specifically states the time for commencement of benefits to the alternate payee; and

ii. the Order specifically states which of the forms of benefit distribution offered by this Plan shall be used in distributing benefits to the alternate payee.

c. Timing of Order Issuance. A domestic relations order that otherwise satisfies the requirements for a Qualified Domestic Relations Order ("QDRO") will not fail to be a QDRO:

i. solely because the order is issued after, or revises, another domestic relations order or QDRO; or

ii. solely because of the time at which the order is issued.

In any event, distribution shall commence no later than the earlier of (1) the date the Participant would be required to commence benefits under the plan, or (2) the latest date permitted by the "Minimum Annual Lifetime Distributions" and "Distributions After Death" sections of this Article.

18. Elective Transfer of Account to Employer's Qualified Retirement Plan. A Participant may elect to have the Participant's Account(s) under this Plan directly transferred in a plan-to-plan transfer to another qualified defined contribution plan sponsored by the Participant's Employer if all of the requirements of this section are satisfied. Upon completion of any such transfer, the Participant shall have no claim for benefits under this Plan relating to the amounts so transferred, and shall look solely to the transferee plan for all benefits formerly associated with this Plan.

All of the following requirements must be satisfied before such a transfer is permitted:

a. The Participant must be actively employed by an Employer.

b. The Participant must be an Inactive Participant (i.e. no longer working in a classification eligible for either Elective Contributions or Employer Contributions to this Plan) for twelve (12) or more consecutive months, measured from the last date on which the Participant was credited with an Hour of Service as an Active Participant.

c. The Participant's Employer sponsors and maintains a separate qualified defined contribution plan with a qualified cash or deferred arrangement under Code Section 401(k) ("Transferee Plan").

d. The Transferee Plan provides for acceptance of plan-to-plan transfers.

e. The Participant makes a voluntary, fully-informed election to transfer the Participant's entire benefit to the Transferee Plan rather than allow the benefit to remain in this Plan subject to this Plan's terms and optional forms of benefit.

f. The portion of the account balance of the Participant in the Transferee Plan that is attributable to the amount transferred from this Plan immediately after the transfer is at least equal to the amount transferred.

The Plan Administrator shall be entitled to reasonably rely on representations of the Transferee Plan that the requirements in this section pertaining to the Transferee Plan are met.

## ARTICLE 10 - Claims Procedure

1. Collectively Bargained Plan Claim Procedure . If the collective bargaining agreement between the Union and the Association sets forth provisions concerning both the filing and initial disposition of benefit claims and a grievance and arbitration procedure to which denied claims are subject, then all claims for benefits under the Plan shall be processed in accordance with the collective bargaining agreement. If the collective bargaining agreement does not provide for both the filing and initial disposition of benefit claims and the grievance and arbitration of denied claims, then the following benefit claims and appeal procedures shall apply.

2. Claims Procedure. All claims for benefits under the Plan shall be filed on forms approved by the Trustees and supplied to the claimant. Within 90 days after receipt of a claim, the Trustees shall notify a claimant, in writing, of its decision on the claim for benefits, or that special circumstances require an extension of time to process the claim. The extension may not exceed 90 days. If the Trustees deny a claim for benefits they shall set forth in detail and in a manner calculated to be understood by the claimant the information upon which it bases its denial, including the reason for the denial and reference to any pertinent Plan provisions on which the Trustees rely. Where appropriate, the Trustees shall describe any additional material or information necessary for the claimant to perfect the claim and an explanation of why the additional material or information is needed. In addition, the Trustees shall provide the claimant with an explanation of the Plan's claims appeal procedure and the time limits applicable to the appeal, including a statement of the claimant's right to bring a civil action under ERISA following an adverse determination.

3. Claims Appeal Procedure. Any Participant or Beneficiary who disagrees with a decision of the Trustees on the Participant's claim may submit a written appeal to the Trustees setting forth the information, including written comments, documents, records and other written information relating to the claim, upon which a claimant bases the claimant's position. The claimant will 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 claimant's appeal must be submitted within 60 days after receiving the notice of denial. The review of the appeal shall take into account all submitted information relating to the claim, whether or not it was provided during the initial consideration of the claim. Within 60 days after receiving the claimant's appeal, the Trustees must notify the claimant, in writing, of the decision on the appeal, or that special circumstances require an extension of time to process the appeal. The extension may not exceed 60 days. No claimant may commence any legal action unless the claimant has completed the claims procedure in a timely manner.

4. Claims Procedure Regarding Total and Permanent Disability Determinations. This procedure applies to determinations of Total and Permanent Disability. A Participant who believes the Participant is entitled to a benefit provided under this Plan due to Total and Permanent Disability must submit a claim in writing to the Plan Administrator. If a Participant's claim is denied by the Plan Administrator in whole or in part, the Participant will be notified within a reasonable period of time, but no later than 45 days after the Plan receives the claim. This period may be extended one time by the Plan for up to 30 days if the Plan determines that the extension is needed because of matters beyond the control of the Plan and tells the Participant (within the initial 45 days) of those

circumstances and when the Plan expects to make the decision. If the extension is needed because the Participant did not provide enough information to make the decision, the notice of extension will describe the additional information necessary, and the Participant will have at least 45 days from receiving the notice to provide the information.

If a Participant's claim for payment is denied in whole or in part, the Participant will be advised in writing or electronically. The notification will include the specific reason or reasons for the adverse determination, the specific plan provision(s) which are the basis for the decision, a description of any additional material or information required for him to perfect the claim and a reason why it would be necessary, a description of the Plan's review procedures and the applicable time limits (and notification of the Participant's right to bring a civil action under § 502(a) ERISA after an adverse determination on review). If an internal rule, guideline, protocol or other criterion was applied, the Participant shall be provided with a copy or shall be notified that such an internal rule, guideline, protocol or other criterion was applied and a copy will be provided free of charge upon request.

If a Participant's claim is denied, the Participant has the right to a full and fair review. Upon request, the Participant will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Participant's claim for benefits. Reviews of denials of benefits will take into account all comments, documents, records, and other information the Participant submits regarding the claim. In general, a Participant has 180 days after receiving the notice of the denial of the claim in which to request the review, to review pertinent documents, and to submit documents and written comments to a review committee composed of different individuals than were involved in the initial determination. The review shall meet the standards of Department of Labor Regulation Section 2560.503-1(h)(4).

A Participant will be given written or electronic notification of the result of the Participant's appeal. If it is an adverse determination, the Participant will be told the reason(s) and the plan provisions (and any internal rules, guidelines, protocols, or similar criteria) on which the decision was based. The Participant will also be told that the Participant has the right to receive, upon request and free of charge, reasonable access to (and copies of) all documents, records, or other information relevant to the Participant's claim for benefits, and will be informed of the Participant's rights to file a lawsuit under ERISA, as well as any other alternative dispute resolution options. Participants will be notified of the result within a reasonable period of time, not later than 45 days after receipt by the Plan of the Participant's request for a review of the adverse benefit determination. This period may be extended one time by the Plan for up to 45 days if the Plan determines that the extension is needed because of special circumstances and tells the Participant (within the initial 45 days) of those circumstances and when the Plan expects to make the decision.

The Plan Administrator and subsequent review committee have sole authority to make final determinations regarding any application for benefits and the interpretation of the Plan, any other regulations, procedures or administrative rules adopted by the Plan Administrator. Decisions in such matters are final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If such a decision is challenged in court, it is the Board of Trustees' intention that such decision is to be upheld unless it is determined to be arbitrary or capricious.

## ARTICLE 11 - Alienation

1. Generally. Subject to the exceptions provided below, no benefit payable under the Plan shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit shall be void. No benefit payable under the Plan shall be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person. No benefit shall be subject to attachment or legal process, and the same shall not be recognized by the Board of Trustees, except to the extent required by law.

2. Exceptions. The proscription against alienation shall not apply:

a. To the extent a Participant or Beneficiary is indebted to the Plan under any provision of the Plan;

b. To the interest created by a Qualified Domestic Relations Order nor to domestic relations orders permitted to be treated by the Plan as qualified orders under the provisions of the Retirement Equity Act of 1984; or

c. To federal income tax withholding with respect to distributions of Plan benefits.

## ARTICLE 12 - Plan Administrator

1. Plan Administrator's Powers and Duties. The Plan Administrator shall be the person or entity specified in either a written document executed by the Board of Trustees or a valid written contract executed by or on behalf of the Board of Trustees. Until such time as a Plan Administrator other than the Board of Trustees is validly designated, the Board of Trustees shall act as Plan Administrator.

The Plan Administrator shall have all the powers, duties and responsibilities established or given to the Plan Administrator by this Plan and applicable laws and regulations. The primary responsibility of the Plan Administrator shall be to administer the Plan for the exclusive benefit of the Participants and Beneficiaries, subject to the terms of the Plan. The Plan Administrator shall have full discretion and all powers necessary or appropriate to accomplish its duties under the Plan, including but not limited to the following powers:

a. To administer, construe and interpret the Plan language and all laws, regulations or rulings that affect the Plan or Participants' rights under the Plan;

b. To determine all questions arising in administration, interpretation and application of the Plan, and decide all questions submitted under the Claims Appeal Procedure and questions of eligibility and determine the amount, manner and time of payment of any benefits;

c. To gather and investigate facts and make all factual determinations necessary in the Plan Administrator’s sole discretion to the administration of the Plan;

d. To review, approve and/or prescribe procedures to be followed by Participants or Beneficiaries filing applications for benefits or for other purposes of efficient Plan administration;

e. To consult with legal counsel or other advisors when, in the Plan Administrator's sole discretion, such advice is necessary or beneficial to the proper administration of the Plan, and the Plan Administrator shall be fully protected in acting or refraining from acting in accordance with such advice, and the cost of any such consultation shall be properly chargeable as a Plan administrative expense;

f. To prepare and distribute information explaining the Plan and information required by law to be disclosed to Participants;

g. To receive from Employers and from Participants the information necessary to properly administer the Plan;

h. To the extent permitted by law, regulations and other guidance issued by the Departments of Labor and Treasury, to electronically communicate, distribute and receive

information otherwise required by the Plan, applicable laws or regulations to be transmitted by written means;

i. To receive, review and keep on file (as it deems convenient or proper) reports of the financial condition, and of the receipts and disbursements, of the Trust Fund from the Board of Trustees, create collection policies to ensure receipt of Employer contributions required by the Collective Bargaining Agreements, require audits of Employers' contributions and prescribe liquidated damages for failure to timely pay contributions;

j. To furnish Employers, upon request, such reports related to the administration of the Plan as are reasonable and appropriate;

k. To authorize payment by the Board of Trustees of the necessary and reasonable expenses of the Plan's operation, other than expenses that are determined to be "settler function" expenses, from Plan assets, and to determine appropriate allocation of any such expenses on either a pro rata or per capita basis among the Accounts of Participants and Beneficiaries or sub-groups thereof as the Plan Administrator, in the Plan Administrator's discretion, determines is reasonable and appropriate;

l. To file such annual reports and other information as may be required by law with the appropriate government agencies; and

m. To do all acts which the Plan Administrator may deem necessary or proper and to exercise any and all powers of the Plan Administrator under this Plan upon such terms and conditions as may be deemed in the best interests of the Participants and Beneficiaries.

The Plan Administrator shall not take or omit any action with respect to the rights, benefits or obligations of Employees under the Plan or Trust Agreement which would discriminate in favor of Highly Compensated Employees, as between such Employees and other Employees in substantially similar situations or under substantially similar sets of facts.

Subject to the provisions of Article 10, the Plan Administrator is granted the broadest possible discretion to make all determinations needed under the terms of this Plan. Any determination by the Plan Administrator shall be conclusive and binding on all persons, and all decisions made by the Plan Administrator in carrying out any of the Plan Administrator's duties or powers shall be entitled to the maximum deference permitted by law, and shall not be disturbed unless found by a court of competent jurisdiction to have been arbitrary and capricious.

2. Delegation of Duties. The Board of Trustees may appoint agents and fiduciaries to assist in the administration of the Plan by adoption of a resolution or by written action of an individual or entity given general authority to act with regard to the Plan by the Board of Trustees or other legally constituted authority. Appointment shall not be effective until the person receives actual notice of the appointment. If such an appointment occurs, the appointee shall have only those powers, duties and responsibilities otherwise given to the Plan Administrator as are specifically delegated in writing by the Board of Trustees. With respect to the powers, duties and responsibilities that are so delegated, any reference to the Plan Administrator in the Plan or Trust with respect to the delegated

power, duty or responsibility shall instead be deemed to refer to the appointee. Any such appointee may be removed by the Board of Trustees by delivery of written notice of removal. Removal shall be effective on the date specified in the notice, or upon delivery to the appointee if no date is specified.

3. Indemnity. The Trust shall indemnify each individual serving as a Trustee against any and all liability arising out of or related to the Trustee's service as a Trustee, to the extent permitted by ERISA and other applicable law. All proper, necessary and reasonable costs and expenses incurred by a Trustee who is a party, or is threatened to be made a party, to any threatened or actual action, suit, proceeding, or investigation, whether civil, criminal, or administrative (other than an action by or in the right of the Trust), by reason of the fact that he or she was or is a Trustee of the Trust, as well as costs and expenses incurred by a Trustee in providing testimony or information about administration of the Trust in such a matter, shall be paid by the Trust, as a matter of right of the affected Trustee (the "Indemnified Trustee"), to the extent permitted by ERISA and other applicable law. Costs and expenses covered by this paragraph shall include, but not be limited to, reasonable attorneys' fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the Indemnified Trustee in connection with such action, suit or proceeding, investigation or administrative matter. Such costs shall be paid by the Trust unless and until a final adjudication by a court of competent jurisdiction finds that the Indemnified Trustee committed any of the following ("Disqualifying Conduct"):

(a) the Indemnified Trustee has breached his or her fiduciary duty under ERISA; or

(b) the Indemnified Trustee acted in bad faith or engaged in willful misconduct.

Upon any such finding of Disqualifying Conduct, the Indemnified Trustee shall reimburse the Trust for all amounts paid by the Trust.

In any circumstance where an Indemnified Trustee is claimed to have breached his or her fiduciary duty, or under any other circumstances in which the Trustees determine that doing so is appropriate, the Trustees may, in the Trustees' sole discretion, require as a condition to payment of defense costs that the Indemnified Trustee agree to reimburse the Trust for the costs of defense, with interest, if a final adjudication by the court finds that the Indemnified Trustee engaged in Disqualifying Conduct. Settlement of a claim shall not be determinative of whether an Indemnified Trustee engaged in Disqualifying Conduct, unless the Indemnified Trustee admits to Disqualifying Conduct in the settlement. Notwithstanding the foregoing, no amount shall be paid pursuant to this section to the extent such payment is not permitted by ERISA or applicable law.

4. Investment of Plan Assets. The Board of Trustees shall invest and reinvest all assets of the Trust Fund, pursuant to the terms of the Trust. . If Participants are allowed to direct investments, the following provisions shall apply:

a. i Upon becoming an Eligible Employee, and individual shall make an investment election which will apply to the investment of the Accounts maintained for such individual.

b. A Participant may alter the Participant's election with respect tot he investment of future contributions to the Participant's accounts maintained for the Participant under the Plan. A change in an investment election by a Participant shall be made and become effective in the manner prescribed by the Plan Administrator.

c. The Plan Administrator shall establish procedures to carry out the provisions of this Section and communicate such procedures to Plan Participants. All elections hereunder shall be made in writing on forms made available by the Plan Administrator.

d. The selection of investment choices shall be the sole responsibility of each Participant, and no employee or representative of an Employer, Plan Administrator, or Board of Trustees is authorized to make any recommendation to any Participant with respect to the Participant's investment choices.

e. At all times that the Plan permits Participant-directed Investment Accounts, the Plan is intended to meet the requirements of Section 404(c) of ERISA and shall be operated consistent with that intent. The Board of Trustees and other fiduciaries of the Plan shall not be liable for investment losses that are the direct and necessary result of Participants' investment instructions.

5. Reciprocity Agreements. The Board of Trustees may enter into reciprocity agreements with trustees of other pension funds covering work coming under the jurisdiction of the Union's parent body in order to protect the interest hereunder of any Participant who may work within the jurisdiction of other unions from time to time, provided any such agreement is, in the opinion of the Board of Trustees, at least as favorable to the Fund as to the other fund involved and will not have a material adverse effect on the Fund's funding requirements under ERISA.

6. Right to Rely on Information Provided. The Board of Trustees shall, in the absence of contrary evidence presented to it, have the right in administering the Plan to rely upon information provided to it by the Union, Employers, Employees, Participants, Spouses, Beneficiaries and Alternate Payees. Neither the Board of Trustees nor the Fund shall be liable for good faith reliance thereon.

7. Administrative Feasibility. An act is generally considered "administratively feasible" for purposes of this Plan if and when it can be completed in the ordinary course of Plan administration. Actions that require deviation from the administrative patterns required by this Plan are not considered "administratively feasible" until such time as the actions would be completed absent such deviation. Actions that require the Plan, Trust, or Plan Administrator to incur expenses not normally expected to be incurred are not considered "administratively feasible" until such time as the expenses would be incurred in the ordinary course of Plan administration. The Board of Trustees may, in the Board of Trustees' sole discretion, accelerate actions to a time not otherwise considered administratively feasible, provided that in doing so, similarly situated Participants are treated similarly and the action or timing of the action does not cause the Plan to discriminate in favor of Highly Compensated Employees.

## ARTICLE 13 - Amendment, Discontinuance or Termination

1. Procedure. All actions taken under this Article shall be effective when taken by the Board of Trustees in any manner permitted by applicable state law or permitted by the Board of Trustees' governing documents, or when taken by one or more persons authorized by the Board of Trustees. Any act so taken shall be evidenced by a written document executed by an individual authorized by the Board of Trustees.

2. Amendment. The Board of Trustees shall have the power to amend the Plan at any time in whole or in part. However, no amendment may cause or permit any part of the corpus of the Trust to be diverted for purposes other than for the exclusive benefit of the Participants and Beneficiaries prior to satisfaction of all valid claims of the Participants and Beneficiaries. Similarly, no amendment may cause any reduction in a Participant's Accrued Benefit (except to the extent permitted in Code Section 412(c)(8)), nor cause any portion of the corpus of the Trust to revert to an Employer prior to the satisfaction of all valid claims of Participants and Beneficiaries. Any Plan amendment shall be ineffective to the extent it violates the prohibitions of this paragraph. Payment of reasonable expenses and taxes shall be considered benefits to the Participants.

In general, a Plan amendment shall be treated as reducing a Participant's Accrued Benefit if the amendment has the effect of eliminating or reducing any Code Section 411(d)(6) "protected benefit," including (a) any benefit described in Code Section 411(d)(6)(A); (b) an early retirement benefit or a retirement-type subsidy; or (c) an optional form of benefit with respect to benefits attributable to service before the amendment, except to the extent such elimination or reduction is permitted by law, regulation, or Code Section 7805(b) relief.

Furthermore, no Plan amendment may decrease a Participant's vested interest determined without regard to the amendment as of the later of the date the amendment is adopted or the date it becomes effective.

3. Merger. The Plan shall not be merged or consolidated with any other plan, nor shall any Plan assets or liabilities be transferred to any other plan, unless each Participant would, if the other plan were terminated immediately after the merger, consolidation or transfer, receive benefits equal to or greater than the benefits the Participant would receive if the Plan were terminated immediately before the merger, consolidation or transfer. In addition, any merger, consolidation or transfer shall not result in the elimination or reduction of "protected benefits" as described in Code Section 411(d)(6) except to the extent permitted by section 2 of this Article and to the extent permitted by the elective transfer rules of Code Section 411(d)(6)(D). Merger of one defined contribution plan into another defined contribution plan shall not cause immediate vesting of benefits under either plan unless the merger eliminates the ability of Participants who are not fully vested to accrue further vesting service.

4. Termination. The Board of Trustees shall have the power to terminate all or part of the Plan at any time. Notwithstanding any other provision of the Plan, each Participant's Account shall be fully vested and nonforfeitable upon termination of the Plan to the extent funded as of the date of termination. The Account of each Participant whose employment is terminated in connection with

a partial termination of the Plan or affected by complete discontinuance of contributions shall become fully vested to the extent funded as of the date of partial termination or complete discontinuance of contributions. Except as permitted by regulations, termination of the Plan shall not result in the elimination or reduction of "protected benefits" as described in Code Section 411(d)(6).

5. Consequences of Termination. Upon termination or partial termination of the Plan, after payment of any expenses properly chargeable against the Trust, the Board of Trustees shall allocate all assets of the Trust to the Accounts of the Participants in the manner provided for Anniversary Date valuations and shall distribute the Accounts to the Participants, in cash or in kind. Distributions in kind shall occur in a manner that does not discriminate in favor of Highly Compensated Employees, as determined under Code Section 401(a)(4). Upon completing these duties, the Board of Trustees shall be discharged from all obligations under the Trust, and no Participant shall have any further right or claim under the Trust.

6. Distributions Upon Termination. Distribution of each Participant's Account balance shall occur in accordance with the provisions of Article 9 regarding distributions upon Plan termination.

7. Lost or Missing Participants. If regular mail regarding the Plan's termination that is sent to the Participant's last known address is returned undelivered, then consistent with Department of Labor Field Assistance Bulletin 2004-02, the Board of Trustees shall engage in reasonable efforts designed to locate the Participant and distribute the Participant's Accounts. The Board of Trustees shall use all of the following search methods before determining that a Participant cannot be located:

a. Certified Mail;

b. Consult with the administrator of related plans for a more current address, or, if there are privacy concerns, request a related plan's administrator to forward a communication to the Participant;

c. Consult with any designated Beneficiary under the Plan, and if there are privacy concerns, request that the Beneficiary forward a communication to the Participant; and

d. Use the Social Security Administration letter forwarding service; and

e. Consider other methods of locating the Participant, such as locator services, internet search tools, and credit agencies, after taking into account the relative cost in comparison to the amount being distributed.

All reasonable costs associated with these actions shall be chargeable to the Participant's Account.

If after these methods are exhausted the Participant has not been located, the Board of Trustees shall make a rollover distribution pursuant to the "Direct Rollover" section of Article 9 of the entire vested Accrued Benefit, without requiring any written consent, even if the amount exceeds

the "cash-out" limit of Code Section 411(a)(11), to a Code Section 408(a) individual retirement account or a Code Section 408(b) individual retirement annuity (IRA).

In the case of such a rollover, the Board of Trustees will select an IRA trustee, custodian, or issuer that is unrelated to any Employer, establish the IRA with that trustee, custodian, or issuer on behalf of the Employee, and make the initial investment choices for the account, all pursuant to an IRA agreement that is enforceable by the Participant and meets the criteria of this paragraph, using the last known address of the Participant. The trustee, issuer or custodian must be a state or federally regulated financial institution, which shall be a bank or savings institution (FDIC insured), a credit union (insured within the meaning of § 101(7) of the Federal Credit Union Act), an insurance company (protected by State guarantee associations), or an investment company (registered under the Investment Company Act of 1940). The initial investment choice shall be an investment which, in the Board of Trustees' sole judgment and discretion, is determined to be an investment product designed to preserve principal and provide a reasonable rate of return, whether or not such return is guaranteed, consistent with liquidity, such as a money market fund maintained by registered investment company, interest-bearing savings account, certificate of deposit, or stable value product, designed to maintain the principal initially invested, subject to the deduction of reasonable fees and expenses attributable to the account. Fees and expenses shall be considered reasonable only if the fees and expenses do not exceed the fees and expenses charged by the IRA provider for comparable IRAs established for other reasons.

If such a trustee, issuer or custodian willing to open such an account cannot be located, the Board of Trustees shall either establish an interest-bearing federally insured bank account in the name of the missing Participant or transfer the missing Participants' Account balance to state unclaimed property funds.

8. Successor Board of Trustees. Unless the Plan is terminated, a successor to the Board of Trustees may continue the Plan by appropriate agreement.

## ARTICLE 14 - Miscellaneous

1. No Right to Employment. Participation in the Plan shall not give any Employee the right to continued employment with an Employer.

2. Limited Right to Trust Assets. No Employee shall have any right to or interest in the Trust assets except as provided under the Plan. All payments of benefits under the Plan shall be limited to available Trust assets, and the liability of the fiduciaries to make any payments of benefits is limited to available Trust assets.

3. Payment of Expenses. All expenses of administration may be paid from the Trust Fund. Such expenses shall include any expense incidental to the functioning of the Board of Trustees. They shall include, but not be limited to, fees of accountants, counsel, administrative organizations and other specialists, and all other costs of administering the Plan.

4. Administrative Errors. A person's right to benefits under this Plan shall be determined solely by the terms of this Plan, as amended from time to time. Inaccurate reports or benefit statements, recordkeeping errors, or mistakes in payments from the Trust shall not entitle any person to an amount other than the benefits determined under the terms of this Plan, and any payments made in excess of the amount properly payable under the Plan shall be repaid upon discovery of the error. The Board of Trustees shall have full discretion to cause all recordkeeping or Participant reporting errors to be corrected as soon as practicable after discovery and to determine the most appropriate method of correction, and all such corrections shall be binding on all parties.

If a Participant or Beneficiary receives payments from the Plan in excess of the amount to which the recipient was entitled under the terms of the Plan, the Trustees shall seek to recover the overpayment. The recipient shall be given the opportunity to reimburse the Plan directly, or agree to a reduction in future benefit payments, or otherwise enter into an agreement determined by the Trustees to be a reasonable method for recovery of the overpayment within a reasonable period of time. If the recipient of an overpayment refuses to agree to a repayment option, the Trustees shall take whatever action the Trustees deem appropriate to recover the excess, which action may include reducing future benefit payments attributable to the Participant or charging the Participant's Account in a manner reasonably designed to recover the overpayment in a reasonable period of time.

5. Operational Errors. If the Plan is not operated in accordance with its terms, the Board of Trustees is authorized to take any corrective action that the Board of Trustees, in the its good faith judgment and sole discretion, determines is permitted by the Employee Plans Compliance Resolution System (EPCRS) as described in Revenue Procedures or other Treasury Department guidance from time to time (or any successor correction program or system), and such corrective action that is, in the Board of Trustees' good faith judgment and sole discretion, determined to be permitted by any similar correction program or system offered by the US Department of Labor under the Act.

6. Conditional Nature of Contributions. All Contributions under the Plan are conditioned upon the initial qualification of the Plan under Code Section 401. If the Plan does not receive a favorable determination with respect to its initial qualification, then an Employer may direct the Board of

Trustees to return all contributions to the Employer within one year after the later of the date of contribution or the adverse determination, provided the application for the determination is made by the time prescribed by law for filing the Employer's return for the taxable year in which the Plan was adopted, or a later date if so prescribed by the Secretary of the Treasury. Any amount returned to an Employer which is attributable to the Elective Contributions of a Participant or former Participant shall be paid by the Employer to such Participant or former Participant.

7. Board of Trustees' Authority to Act. Whenever the Board of Trustees is permitted or required under the terms of the Plan to perform any act, it shall be done by a person or persons duly authorized by the Board of Trustees. Any act so authorized shall be evidenced by a written document executed by an authorized representative of the Board of Trustees.

8. Legal Action. If any claim, suit or proceeding brought regarding the Plan names an agent or fiduciary of the Plan as a party, the agent or fiduciary shall be entitled to reimbursement from the Trust assets for any attorney's fees or other expenses incurred by them, except to the extent that the resolution of the claim, suit or proceeding charges such fees or expenses to the agent or fiduciary.

9. Construction of the Plan. The headings and subheadings in this Plan document have been inserted for reference only and are to be ignored in any construction of the Plan provisions. Any words used in the masculine, feminine or neuter gender shall be construed wherever appropriate as though they were gender-neutral. Any words used in the singular or plural form shall be construed wherever appropriate in the opposite form.

10. Uniformity. All provisions of the Plan shall be interpreted in a uniform, nondiscriminatory manner.

11. Severability of Plan Provisions. Each Plan provision is severable. If a provision is deemed illegal or unenforceable, the remainder of the Plan shall be enforced as if the illegal or unenforceable provision had never been contained in the Plan.

12. Counterparts. The Plan may be executed in any number of counterparts, each one of which shall be considered an original.

13. Applicable Law. The Plan shall be governed by the laws of the United States and, to the extent not superseded, by the laws of the state of Michigan.

14. Veterans' Reemployment Rights Under USERRA and Code Section 414(u). This Plan is intended to comply with chapter 43 of title 38 of the United States Code and shall comply with the requirements of Code Section 414(u) with respect to Employees protected by the Uniformed Services Employment and Reemployment Rights Act. Specifically, the following provisions shall apply:

a. Service and Contributions Upon Re-Employment Following Qualified Military Service. Notwithstanding any provision of this Plan to the contrary, service credit and contributions with respect to qualified military service will be provided in accordance with Code Section 414(u).

b. HEART Act -- Death Benefits Under USERRA. With respect to a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code Section 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 pursuant to Code Section 401(a)(37). Years of Service for Vesting shall include the period of a deceased Participant's qualified military service for purposes of determining death benefits under the Plan. This Section shall be construed in accordance with Code Section 401(a)(37), Notice 2010-15 and any superseding/subsequent guidance.

c. HEART Act -- Differential Military Pay. Effective for Plan Years beginning after December 31, 2008, pursuant to Code section 414(u)(12), a Participant receiving differential wage payments (as defined in Code section 3401(h)(2)) shall be treated as an Employee of the Employer making the payment and the differential wage payments shall be treated as Compensation under the Plan for purposes other than allocating contributions and Forfeitures to Participants' Accounts.

d. HEART Act -- Benefit Accruals During Qualified Military Service on Account of Death or Disability. The Plan Administrator may, in its sole discretion, treat differential wage payments as Compensation for purposes of determining benefits under the Plan, in a manner that treats all Participants receiving differential wage payments on reasonably equivalent terms. This Section shall be construed in accordance with Code section 414(u)(12), Notice 2010-15 and any superseding/subsequent guidance.

IN WITNESS WHEREOF, this restated UA Local 190 Defined Contribution Plan has been duly executed on the _____ day of _____, 20____, effective as of the day and year specified in Article 1.

| TRUSTEES representing UA Local 190 Plumbers/ Pipefitters/ Service Technicians/ Gas Distribution ("Union"): | TRUSTEES representing the Greater Michigan Plumbing & Mechanical Contractors Association, Inc.: |
|---|---|
| _____ | _____ |
| David Forbes | John T. Darr |
| _____ | _____ |
| Kevin Groeb | Sandra L. Miller |
| _____ | _____ |
| Jeffrey M. Henry | Michael D. Darr |
| _____ | _____ |
| Randall J. Whitaker | Jeff Williams |
| _____ | |
| Keith Jones (Alternate) | |