PLAN OF BENEFITS FOR THE NEFP

(January 1, 2015)

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PREAMBLE

The Plan of Benefits for the NEFP (the "Plan") is hereby adopted by the Trustees to be effective as of January 1, 2015, for the purpose of providing retirement and related benefits to employees in the electrical contracting industry and employees in other branches of the electrical industry. The Plan is intended to qualify as a profit-sharing plan under Code Section 401(a), and includes a cash or deferred arrangement that is intended to qualify under Code Section 401(k). The Plan is a multiemployer plan within the meaning of Code Section 414(f). The Plan is maintained for the exclusive benefit of eligible employees and their beneficiaries.

ARTICLE I
DEFINITIONS

1.1 Plan Definitions

As used herein, the following words and phrases have the meanings hereinafter set forth, unless a different meaning is plainly required by the context:

An "**Account**" means the account maintained by the Trustees in the name of a Participant that reflects his interest in the NEFP and any Sub-Accounts maintained thereunder, as provided in Article VIII.

The "**Administrator**" means the Trustees unless the Trustees designate another person or persons to act as such.

The **"ADP Test Safe Harbor"** means the method described in Section 401(k)(12) of the Code for automatically satisfying the nondiscrimination test of Section 401(k)(3) of the Code.

"ADP Test Safe Harbor Nonelective Contributions" and **"ACP Test Safe Harbor Matching Contributions"** mean nonelective and matching contributions, respectively, that (1) are nonforfeitable within the meaning of Treasury Regulation Section 1.401(k)-1(c); (2) are subject to the withdrawal restrictions of Section 401(k)(2)(B) of the Code and Treasury Regulation Section 1.401(k)-1(d); and (3) are used to meet the ADP Test Safe Harbor and the ACP Test Safe Harbor. Accordingly, the accrued benefits resulting from ADP Test Safe Harbor Nonelective Contributions and ACP Test Safe Harbor Matching Contributions are nonforfeitable and may not be distributed earlier than severance from employment, death, disability, an event described in Section 401(k)(10) of the Code, or, in the case of a profit-sharing plan, the attainment of age 59-2. Such contributions must satisfy the ADP Test Safe Harbor without regard to permitted disparity under Section 401(l) of the Code. In addition, ADP Safe Harbor Nonelective Contributions may not be distributed on account of hardship.

For each Plan Year in which a Covered Employer makes a Safe Harbor Nonelective Contribution on behalf of its Eligible Employees, the Covered Employer shall provide such Eligible Employees a notice describing: (i) the formula used for determining Safe Harbor Nonelective Contributions; (ii) any other Employer Contributions available under the Plan and the requirements that must be satisfied to receive an allocation of such Employer Contributions; (iii) the type and amount of Compensation that may be deferred under the Plan as Tax-Deferred Contributions; (iv) how to make a cash or deferred election under the Plan and the periods in which such elections may be made or changed; and (v) the withdrawal and vesting provisions applicable to contributions under the Plan. The notice shall be written in a manner calculated to be understood by the average Eligible Employee. The Covered Employer shall provide such notice within one of the following periods, whichever is applicable:

(a) for an Employee who is an Eligible Employee 90 days before the beginning of the Plan Year, within the period beginning 90 days and ending 30 days before the beginning of the Plan Year, or

(b) for an Employee who becomes an Eligible Employee after that date, within the period beginning 90 days before the date he becomes an Eligible Employee and ending on the date such Employee becomes an Eligible Employee.

Notwithstanding any other provision of the Plan to the contrary, an Eligible Employee shall have a reasonable period (or such other period as may be required under applicable law) following receipt of such notice in which to make or amend his election to have his Employer make Tax-Deferred Contributions to the Plan on his behalf.

The "**Agreement**" means the National Electrical 401(k) Plan Agreement and Trust, initially entered into by the Brotherhood and the Association on September 10, 2008, including all amendments and modifications as may from time to time be made hereafter.

The "**Association**" means the National Electrical Contractors Association, Inc.

The "**Beneficiary**" of a Participant means the person or persons entitled under the provisions of the Plan to receive distribution hereunder in the event the Participant dies before receiving distribution of his entire interest under the Plan.

A Participant's "**Benefit Payment Date**" means the first day on which all events have occurred which entitle the Participant to receive payment of his benefit.

The "**Brotherhood**" means the International Brotherhood of Electrical Workers.

The "**Code**" means the Internal Revenue Code of 1986, as amended from time to time. Reference to a Code section includes such section and any comparable section or sections of any future legislation that amends, supplements, or supersedes such section.

A "**Collectively Bargained Employee**" means an Employee in a Brotherhood bargaining unit or a Local Union bargaining unit.

The "**Compensation**" of a Participant for any period means the wages as defined in Code Section 3401(a), determined without regard to any rules that limit compensation included in wages based on the nature or location of the employment or services performed, and all other payments made to him for such period for services as an Employee for which his Covered Employer is required to furnish the Participant a written statement under Code Sections 6041(d), 6051(a)(3), and 6052 (commonly referred to as W-2 earnings).

In addition to the foregoing, Compensation includes: (i) any amount that would have been included in the foregoing description, but for the Participant's election to contribute such amount to the Plan as a Tax-Deferred Contribution; (ii) any elective deferral, as defined in Code Section 402(g)(3); (iii) any amount contributed or deferred by the Employer at the Participant's election which is not includable in the Participant's gross income by reason of Code Section 125; 132(f)(4), or 457, and (iv) certain contributions described in Code Section 414(h)(2) that are picked up by the employing unit and treated as employer contributions. Such amounts shall be included in Compensation only to the extent that they would otherwise have been included in Compensation as defined above.

If a Participant's employment terminates, Compensation does not include amounts received by the Participant following such termination except amounts paid within 2 ½ months after severance from employment if such amounts (1) would otherwise have been paid to the Participant in the course of his employment and are regular compensation for services during the Participant's regular working hours, compensation for services outside the Participant's regular working hours (such as overtime or shift differential pay), commissions, bonuses, or other similar compensation or (2) are payments for accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use such leave if his employment had continued.

In no event, however, shall the Compensation of a Participant taken into account under the Plan for any Plan Year exceed the limit in effect for such Plan Year under Code Section 401(a)(17) ($245,000 for Plan Years beginning in 2009). If the Compensation of a Participant is determined over a period of time that contains fewer than 12 calendar months, then the annual compensation limitation described above shall be adjusted with respect to that Participant by multiplying the annual compensation limitation in effect for the Plan Year by a fraction the numerator of which is the number of full months in the period and the denominator of which is 12; provided, however, that no proration is required for a Participant who is covered under the Plan for less than one full Plan Year if the formula for allocations is based on Compensation for a period of at least 12 months.

A "**Contribution Period**" means the period specified in Article VI for which Employer Contributions shall be made.

"**Covered Employer**" means:

(a) An employer who is a member of, or who is represented in collective bargaining by, the Association or one of its Local Chapters and who is bound by a collective bargaining agreement with the Brotherhood or a Local Union which provides for the making of payments to the NEFP with respect to any employee.

(b) An employer who is not a member of, nor represented in collective bargaining by, the Association or one of its Local Chapters, but who has executed, has assented to, or is bound by a collective bargaining agreement with the Brotherhood or a Local Union providing for the making of payments to the NEFP with respect to any employee.

(c) Such other employer to which the Trustees may extend the coverage of the Plan upon such terms and conditions consistent with the Plan and the Agreement as the Trustees shall determine, provided such employer agrees in writing to conform to the terms and conditions of the Plan and Agreement and such other terms and conditions as determined by the Trustees.

(d) An employer who does not meet the requirements of the definition of "Covered Employer" as stated in subsections (a), (b), or (c) of this Section, but who is or will be making payments or Contributions to the NEFP under any law, ordinance, or agreement applicable to or governing a State or Territory or any political subdivision or municipal corporation thereof, provided that the Brotherhood or Local Union enjoys the highest available form of recognition for the employees it represents and that the Trustees accept such participation upon such terms and conditions as the Trustees shall determine.

An entity or person shall not be considered a Covered Employer merely because it is a Related Company.

"**Covered Employment**" means employment by an employee for which a Covered Employer is obligated consistent with the Agreement to contribute to the NEFP.

The "**Earned Income**" of an individual means the net earnings from self employment in the trade or business with respect to which the Plan is established, for which personal services of the individual are a material income producing factor. 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 individual's Employer to a qualified plan to the extent the contributions are deductible under Code Section 404. Net earnings shall be determined with regard to the deduction allowed to the taxpayer by Code Section 164(f).

An "**Eligible Employee**" means any Employee who has met the eligibility requirements of Article III to participate in the Plan.

The "**Eligibility Service**" of an employee means the period or periods of service credited to him under the provisions of Article II for purposes of determining his eligibility to participate in the Plan as may be required under Article III or Article VI.

An "**Employee**" means any employee or Self-Employed Individual of a Covered Employer. Any individual who is not treated by a Covered Employer as a common law employee of the Covered Employer shall be excluded from Plan participation even if a court or administrative agency determines that such individual is a common law employee and not an independent contractor.

Notwithstanding any other provision of the Plan to the contrary, a "leased employee" working for a Covered Employer or a Related Company (other than an "excludable leased employee") shall be considered an employee of such Employer or Related Company for purposes of Code Sections 401(a)(3), (4), (7) and (16), and 408 (k), 410, 411, 415, and 416, but shall not be considered an Employee eligible to participate in the Plan.

A "leased employee" means any person who performs services for a Covered Employer or a Related Company (the "recipient") (other than an employee of the "recipient") pursuant to an agreement between the "recipient" and any other person (the "leasing organization") on a substantially full-time basis for a period of at least one year, provided that such services are performed under primary direction of or control by the "recipient". An "excludable leased employee" means any "leased employee" of the "recipient" who is covered by a money purchase pension plan maintained by the "leasing organization" which provides for (i) a nonintegrated employer contribution on behalf of each participant in the plan equal to at least ten percent of compensation, (ii) full and immediate vesting, and (iii) immediate participation by employees of the "leasing organization" (other than employees who perform substantially all of their services for the "leasing organization" or whose compensation from the "leasing organization" in each plan year during the four-year period ending with the plan year is less than $1,000); provided, however, that "leased employees" do not constitute more than 20 percent of the "recipient's" nonhighly compensated work force. For purposes of this Section, contributions or benefits provided to a "leased employee" by the "leasing organization" that are attributable to services performed for the "recipient" shall be treated as provided by the "recipient".

An "**Employer Contribution**" means the amount, if any, that a Covered Employer contributes to the Plan as may be provided under Article VI or Article XXI.

An "**Enrollment Date**" means the date in which a person commences participation under the Plan in accordance with Article II.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time. Reference to a section of ERISA includes such section and any comparable section or sections of any future legislation that amends, supplements, or supersedes such section.

The "**General Fund**" means a Trust Fund maintained by the Trustees as required to hold and administer any assets of the NEFP that are not allocated among any separate Investment Funds as may be provided in the Plan or the Agreement. No General Fund shall be maintained if all assets of the NEFP are allocated among separate Investment Funds.

A "**Highly Compensated Employee**" means any Employee or former Employee who is a "highly compensated active employee" or a "highly compensated former employee" as defined hereunder.

A "highly compensated active employee" includes any Employee who performs services for a Covered Employer or any Related Company during the Plan Year and who (i) was a five percent owner at any time during the Plan Year or the "look back year" or (ii) received "compensation" from the Covered Employers and Related Companies during the "look back year" in excess of $105,000 for Plan Years beginning in 2008 (subject to adjustment annually at the same time and in the same manner as under Code Section 415(d)).

A "highly compensated former employee" includes any Employee who (1) separated from service from a Covered Employer and all Related Companies (or is deemed to have separated from service from a Covered Employer and all Related Companies) prior to the Plan Year, (2) performed no services for a Covered Employer or any Related Company during the Plan Year, and (3) was a "highly compensated active employee" for either the separation year or any Plan Year ending on or after the date the Employee attains age 55, as determined under the rules in effect under Code Section 414(q) for such year.

The determination of who is a Highly Compensated Employee hereunder shall be made in accordance with the provisions of Code Section 414(q) and regulations issued thereunder.

For purposes of this definition, the following terms have the following meanings:

(a) An employee's "compensation" means compensation as defined in Code Section 415(c)(3) and regulations issued thereunder.

(b) The "look back year" means the 12-month period immediately preceding the Plan Year.

An "**Hour of Service**" with respect to a person means each hour, if any, that may be credited to him in accordance with the provisions of Article II.

An "**Investment Fund**" means any separate investment Trust Fund maintained by the Trustees as may be provided in the Plan or the Agreement or any separate investment fund maintained by the Trustees, to the extent that there are Participant Sub-Accounts under such funds, to which assets of the NEFP may be allocated and separately invested.

A "**Local Chapter**" means any local chapter affiliated with the Association.

A "**Local Union**" means any local union affiliated with the Brotherhood.

A "**Matching Contribution**" means any Employer Contribution made to the Plan on account of a Participant’s Tax-Deferred Contributions as provided in Article VI.

The "**NEFP**" means the National Electrical 401(k) Plan, which is the employee benefit plan that is governed by the Agreement and this Plan and comprises the entire trust estate governed by the Agreement as it may, from time to time, be constituted.

A "**Noncollectively Bargained Employee**" means an Employee not in a Brotherhood bargaining unit or a Local Union bargaining unit.

A "**Profit-Sharing Contribution**" means any Employer Contribution made to the Plan under the terms of a Participation Agreement as provided in Article VI.

The "**Normal Retirement Age**" of an employee means the date he attains age 59 1/2.

A "**Participant**" means any person who has an Account in the NEFP.

A "**Participation Agreement**" means a written agreement as required by the Trustees which binds a Covered Employer to the terms of the Agreement and specifies the detailed basis upon which contributions are to be made to the NEFP for its Noncollectively Bargained Employees.

The "**Plan**" means the "Plan of Benefits for the NEFP," including all amendments and modifications as may from time to time be made hereafter.

A "**Plan Year**" means the 12-consecutive-month period ending each December 31.

A "**Related Company**" means any corporation or business, other than a Covered Employer, which would be aggregated with a Covered Employer for a relevant purpose under Code Section 414.

A Participant's "**Required Beginning Date**" means the following:

(a) for a Participant who is not a "five percent owner", April 1 of the calendar year following the calendar year in which occurs the later of the Participant's (i) attainment of age 70 1/2 or (ii) Settlement Date.

(b) for a Participant who is a "five percent owner", April 1 of the calendar year following the calendar year in which the Participant attains age 70 1/2.

A Participant is a "five percent owner" if he is a five percent owner, as defined in Code Section 416(i) and determined in accordance with Code Section 416, but without regard to whether the Plan is top-heavy, for the Plan Year ending with or within the calendar year in which the Participant attains age 70 1/2. The Required Beginning Date of a Participant who is a "five percent owner" hereunder shall not be redetermined if the Participant ceases to be a five percent owner as defined in Code Section 416(i) with respect to any subsequent Plan Year.

A "**Rollover Contribution**" means any rollover contribution to the Plan made by a Participant as may be permitted under Article V.

A "**Self-Employed Individual**" means any individual who has Earned Income for the taxable year from the trade or business with respect to which the Plan is established or who would have had Earned Income but for the fact that the trade or business had no net profits for the taxable year.

The "**Settlement Date**" of a Participant means the date on which a Participant's interest under the Plan becomes distributable in accordance with Article XV.

A "**Sub-Account**" means any of the individual sub-accounts of a Participant's Account that is maintained as provided in Article VIII.

A "**Tax-Deferred Contribution**" means the amount contributed to the Plan on a Participant's behalf by his Covered Employer in accordance with Article IV.

The "**Trustees**" means the Trustees designated in the Agreement and any successor thereto, and any person who at any time is acting in the capacity of a trustee pursuant to the provisions of the Agreement.

A "**Trust Fund**" means any fund maintained under the NEFP by the Trustees.

"**USERRA**" means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended from time to time.

A "**Valuation Date**" means the date or dates designated by the Trustees for the purpose of valuing the General Fund and each Investment Fund and adjusting Participant Accounts and Sub-Accounts hereunder, which dates need not be uniform with respect to the General Fund, each Investment Fund, Participant Account, or Sub-Account; provided, however, that the General Fund and each Investment Fund shall be valued and each Participant Account and Sub-Account shall be adjusted no less often than once annually.

1.2 Interpretation

Where required by the context, the noun, verb, adjective, and adverb forms of each defined term shall include any of its other forms. Wherever used herein, the masculine pronoun shall include the feminine, the singular shall include the plural, and the plural shall include the singular.

ARTICLE II
ENROLLMENT

2.1 Enrollment Date

(a) Collectively Bargained Employees

The "Enrollment Date" for a Collectively Bargained Employee shall be each day of the Plan Year.

(b) Noncollectively Bargained Employees

The "Enrollment Date" for a Noncollectively Bargained Employee shall be:

Schedule 1:	each day of the Plan Year.
Schedule 2:	each day of the Plan Year occurring on the Employee's satisfaction of the Plan's eligibility requirements under Article III.

A Covered Employer shall specify the applicable schedule in its Participation Agreement.

2.2 Vesting Service Crediting

There shall be no Vesting Service credited under the Plan.

ARTICLE III
ELIGIBILITY AND SERVICE

3.1 Eligibility

(a) Collectively Bargained Employees

A Collectively Bargained Employee shall become an Eligible Employee as of the date on which he becomes an Employee.

(b) Noncollectively Bargained Employees

A Noncollectively Bargained Employee shall become an Eligible Employee:

Schedule 1: as of the date on which he becomes an Employee.

Schedule 2:
(a) with respect to salaried Employees, as of the date on which he becomes an Employee; and

(b) with respect to Employees paid on an hourly basis, after he has been employed by the Covered Employer for an Eligible Computation Period during which he is credited with at least 1000 hours of service.

For purposes of this Article, an Eligibility Computation Period means (i) the twelve-consecutive month period commencing with the date an Employee first is credited with an Hour of Service; and (ii) thereafter, any Plan Year commencing with the Plan Year in which occurs the first anniversary of the date an Employee first is credited with an Hour of Service.

A Covered Employer shall specify the applicable schedule in its Participation Agreement.

3.2 Eligibility Service Crediting

(a) An Employee shall be credited with an Hour of Service for each hour in which an Employee is directly or indirectly paid or entitled to be paid by the Covered Employer or a Related Company for the performance of employment duties and each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by the Covered Employer or a Related Company. These hours should be credited to an Employee for the computation period during which his employment duties were performed or to which a back pay agreement or award pertains irrespective of when payment is made. No Employee shall be credited with duplicate Hours of Service as a result of a back pay

agreement or award. An Employee shall also be credited with one Hour of Service for each hour for which the Employee is directly or indirectly paid, or entitled to payment, by the Covered Employer or a Related Company on account of a period during which no duties are performed due to vacation, holiday, illness, incapacity, disability, layoff, jury duty or leave of absence; provided, however, that not more than 501 Hours of Service should be credited to an Employee under this sentence on account of any single, continuous period during which the Employee performs no duties, and provided further that no credit shall be given if payment is made or due under a plan maintained solely for the purpose of complying with the applicable workers' compensation, unemployment compensation or disability insurance laws, or is made solely to reimburse an Employee for medical or medically related expenses incurred by the Employee.

(i) For purposes of determining the number of Hours of Service completed during any applicable computation period, the Covered Employer may maintain records of actual hours completed for all Employees. The number of Hours of Service to be credited to an Employee for periods during which no employment duties are performed shall be determined in accordance with sections 2530.200b-2(b) and 2530.200b-2(c) of the Department of Labor regulations in Title 29 of the Code of Federal Regulations.

(ii) If records of actual Hours of Service are not maintained by the Covered Employer, Employees shall be credited with Hours of Service in accordance with the periodic payroll practices of the Covered Employer based on: days of employment (10 Hours of Service credited for any hour of work in a given day), weeks of employment (45 Hours of Service for any hour of work in a given week), semi-monthly (95 Hours of Service for any hour of work in a given semi-monthly period) or monthly (190 Hours of Service for any hour of work in a given month) periods of employment.

(iii) An Employee who is absent by reason of service in the armed forces of the United States and who returns to service within the time that his re-employment rights are protected by federal law shall be granted credit for Hours of Service during his period of military service.

(b) Notwithstanding any other provision of the Plan to the contrary, if an Employer does not maintain records that accurately reflect actual hours of service creditable to an Employee hereunder, such Employee shall be credited with 190 Hours of Service for each month in which he performs an Hour of Service.

3.3 Transfers of Employment

If a person is transferred directly to Covered Employment from other employment with a Covered Employer or with a Related Company, he shall become an Eligible Employee as of the date he is so transferred or, if later, the date he satisfies the Plan's eligibility requirements under this Article.

3.4 Reemployment

If a person who was an Eligible Employee is terminated from Covered Employment and subsequently reemployed in Covered Employment, he shall again become an Eligible Employee on the date he is reemployed in Covered Employment.

3.5 Notification Concerning New Eligible Employees

Each Covered Employer shall notify the Administrator as soon as practicable of Employees becoming Eligible Employees as of any date in accordance with such rules and procedures as the Trustees may prescribe.

3.6 Effect and Duration

Upon becoming an Eligible Employee, an Employee shall be entitled to make Tax-Deferred Contributions to the Plan in accordance with the provisions of Article IV and receive allocations of Employer Contributions in accordance with the provisions of Article VI (provided he meets any applicable requirements thereunder) and shall be bound by all the terms, provisions, and conditions of the Plan and the Agreement. A person shall continue as an Eligible Employee eligible to make Tax-Deferred Contributions to the Plan and to participate in allocations of Employer Contributions (if eligible) only so long as he continues in Covered Employment. All determinations with respect to the eligibility of an Employee to become a Participant under the Plan shall be made by the Trustees on the basis of the records of Covered Employers and the Brotherhood, and all determinations so made shall be final and conclusive for all Plan purposes.

ARTICLE IV
TAX-DEFERRED CONTRIBUTIONS

4.1 Tax-Deferred Contributions

Effective as of the date he becomes an Eligible Employee, each Eligible Employee may elect, in accordance with rules prescribed by the Administrator, to have Tax-Deferred Contributions made to the Plan on his behalf by his Covered Employer as hereinafter provided. An Eligible Employee's election shall include his authorization for his Covered Employer to reduce his Compensation and to make Tax-Deferred Contributions on his behalf. An Eligible Employee who elects not to have Tax-Deferred Contributions made to the Plan as of the first Enrollment Date he becomes eligible to participate may change his election by amending his reduction authorization as prescribed in this Article.

Tax-Deferred Contributions on behalf of an Eligible Employee shall commence with the first payment of Compensation made on or after the date on which his election is effective.

4.2 Amount of Tax-Deferred Contributions

The amount of Tax-Deferred Contributions to be made to the plan on behalf of an Eligible Employee by his Covered Employer shall be either (i) an integral percentage of his Compensation not to exceed the maximum permitted under the Code or (ii) a specified monetary amount not in excess of the maximum permitted under the Code. In the event an Eligible Employee elects to have his Covered Employer make Tax-Deferred Contributions on his behalf, his Compensation shall be reduced for each payroll period by the percentage or amount he elects to have contributed on his behalf to the Plan in accordance with the terms of his currently effective reduction authorization.

4.3 Amendments to Reduction Authorization

An Eligible Employee may elect, in the manner prescribed by the Administrator, to change the amount of his future Compensation that his Covered Employer contributes on his behalf as Tax-Deferred Contributions. An Eligible Employee may amend his reduction authorization no more than once per calendar quarter. An Eligible Employee’s election to amend his reduction authorization shall take effect as of the first day of the immediately succeeding calendar quarter, provided the Administrator receives such election at least 15 days prior to the first day of the immediately succeeding calendar quarter. If an Eligible Employee’s election to amend is received by the Administrator less than 15 days prior to the first day of the immediately succeeding calendar quarter, such election shall not take effect until the first day of the next succeeding calendar quarter. An Eligible Employee who amends his reduction authorization shall be limited to selecting an amount of his Compensation that is otherwise permitted under this Article IV. Tax-Deferred Contributions shall be made on behalf of such Eligible Employee by his Covered Employer pursuant to his properly amended reduction authorization commencing with Compensation paid to the Eligible Employee on or after the date such amendment is effective, until otherwise altered or terminated in accordance with the Plan.

4.4 Suspension of Tax-Deferred Contributions

An Eligible Employee on whose behalf Tax-Deferred Contributions are being made may elect, in the manner prescribed by the Administrator, to have such contributions suspended at any time. An Eligible Employee's election to suspend contributions shall take effect as of the first full pay period possible and shall remain in effect until Tax-Deferred Contributions are resumed as hereinafter set forth.

4.5 Resumption of Tax-Deferred Contributions

An Eligible Employee who has voluntarily suspended his Tax-Deferred Contributions may elect, in the manner prescribed by the Administrator, to have such contributions resumed. An Eligible Employee's election to resume contributions shall take effect as of the first day of the immediately succeeding calendar quarter, provided the Administrator receives such election at least 10 business days prior to the first day of the immediately succeeding calendar quarter. If an Eligible Employee's election to resume is received by the Administrator less than 15 days prior to the first day of the immediately succeeding calendar quarter, such election shall not take effect until the first day of the next succeeding calendar quarter.

4.6 Delivery of Tax-Deferred Contributions

As soon after the date an Employee has tax-deferred amounts withheld from wages as such amounts can reasonably be segregated from Covered Employer assets (but in all events no later than by the 15th day of each calendar month following the month in which the Covered Employer withheld such amount), each Covered Employer shall cause to be delivered to the Trustees in cash all Tax-Deferred Contributions attributable to such amounts in such manner as the Trustees may prescribe.

4.7 Vesting of Tax-Deferred Contributions

A Participant's vested interest in his Tax-Deferred Contributions Sub-Account shall be at all times 100 percent.

4.8 Catch-up Contributions

All Participants who are eligible to make Tax-Deferred Contributions under the Plan and who have attained age 50 before the close of the plan year shall be eligible to make catch-up contributions in accordance with, and subject to the limitations of, Section 414(v) of the Code. Such catch-up contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Sections 402(g) and 415 of the Code. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Sections 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416 of the Code, as applicable, by reason of the making of such catch-up contributions. Each Covered Employer of every Employer Group in Section 6.4 of Article VI shall not be required to make a Matching Contribution on a catch-up contribution.

ARTICLE V
AFTER-TAX AND ROLLOVER CONTRIBUTIONS

5.1 No After-Tax Contributions

There shall be no After-Tax Contributions made to the Plan.

5.2 Rollover Contributions

An Eligible Employee who was a participant in a plan qualified under Section 401(a) or 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, an eligible plan under Section 457(b) of the Code 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, an individual retirement account described in Section 408(a) of the Code, or an individual retirement annuity described in Section 408(b) of the Code and who is entitled to receive a cash distribution from such plan (that excludes after-tax contributions) and that elects to roll over immediately to another eligible retirement plan, may elect to make a Rollover Contribution (including in a direct rollover as defined in Sections 402 and 401(a)(31) of the Code) to the Plan if he is entitled under such other plan to roll over such distribution to another qualified retirement plan. The Plan will not accept rollovers of any promissory note attributable to a plan loan, Roth amounts described in Section 402A of the Code, or after-tax amounts or any other type of contribution for which separate accounting would be required. The Administrator may require an Eligible Employee wishing to make a Rollover Contribution to the Plan to provide the Administrator with such information as it deems necessary or desirable to show that he is entitled to roll over such distribution to another qualified retirement plan. An Eligible Employee in receipt of a distribution he wishes to roll into the Plan shall make a Rollover Contribution to the Plan by delivering, or causing to be delivered, to the Trustees the cash that constitutes the Rollover Contribution amount within 60 days of receipt of the distribution from the plan, unless such 60-day requirement is otherwise waived by the Internal Revenue Service pursuant to Section 402(c)(3)(B) of the Code, in the manner prescribed by the Administrator. If the Eligible Employee does not already have an investment election on file with the Administrator, the Eligible Employee shall also deliver to the Administrator his election as to the investment of his contributions in accordance with Article X.

5.3 Vesting of Rollover Contributions

A Participant's vested interest in his Rollover Contributions Sub-Account shall be at all times 100 percent.

ARTICLE VI
EMPLOYER CONTRIBUTIONS

6.1 Contribution Period and Employer Groups

The Contribution Period for Employer Contributions under the Plan is the period specified under the terms of an applicable Participation Agreement. The Employer Group for a Covered Employer shall be the Employer Group specified by such Covered Employer in the applicable Participation Agreement. Covered Employers participating in each Employer Group are listed in Appendix A to the Plan, which is hereby incorporated into the Plan.

6.2 Profit-Sharing Contributions

Only Covered Employers who are listed in Employer Groups M, N, or R may make Profit-Sharing Contributions to the Plan as set forth in this Section 6.2. Profit-Sharing Contributions are not permitted for Collectively Bargained Employees.

Each Covered Employer in Group M may make a Profit-Sharing Contribution to the Plan during the applicable Contribution Period on behalf of each of its Employees who is eligible to participate in the allocation of Profit-Sharing Contributions for the Contribution Period, as determined under this Article, in the amount specified, if any, in the applicable Participation Agreement.

Each Covered Employer in Employer Group N may make a Profit-Sharing Contribution to the Plan on behalf of its Employees during the Contribution Period who are eligible to participate in the allocation of Profit-Sharing Contributions for the Contribution Period, as determined under this Article, in an amount equal to three percent of Compensation.

Each Covered Employer in Group R shall make an ADP Test Safe Harbor Profit-Sharing Contribution to the Plan for each Contribution Period on behalf of each of its Employees who is eligible to participate in the allocation of Profit-Sharing Contributions for the Contribution Period, as determined by this Article, in an amount equal to three percent of Compensation.

6.3 Allocation of Profit-Sharing Contributions

Any Profit-Sharing Contribution made by a Covered Employer for a Contribution Period shall be allocated among its Employees during the Contribution Period who are eligible to participate in the allocation of Profit-Sharing Contributions for the Contribution Period, as determined under this Article. The allocable share of each such Employee shall be an amount equal to the applicable dollar amount or percentage determined by the Covered Employer under Section 6.2.

6.4 Matching Contributions

Only Covered Employers who are listed in Employer Groups C, E, I, K, or P may make Matching Contributions to the Plan as set forth in this Section 6.4. Matching Contributions are not permitted for Collectively Bargained Employees.

Each Covered Employer in Employer Groups C and E shall make a Matching Contribution to the Plan for each Contribution Period in an amount equal to 50 percent of the aggregate "eligible Tax-Deferred Contributions" for the Contribution Period made on behalf of its Employees during the Contribution Period who are eligible to participate in the allocation of Matching Contributions for the Contribution Period, as determined under this Article.

Each Covered Employer in Employer Groups I and K shall make a Matching Contribution to the Plan for each Contribution Period in an amount equal to 100 percent of the aggregate "eligible Tax-Deferred Contributions" for the Contribution Period made on behalf of its Employees during the Contribution Period who are eligible to participate in the allocation of Matching Contributions for the Contribution Period, as determined under this Article.

Each Covered Employer in Group P shall make an ACP Test Safe Harbor Matching Contribution to the Plan for each Contribution Period in an amount equal to 100 percent of the aggregate “eligible Tax-Deferred Contributions” that do not exceed 3 percent of Compensation plus 50 percent of the aggregate “eligible Tax-Deferred Contributions” that do not exceed the next 2 percent of Compensation for the Contribution Period made on behalf of its Employees during the Contribution Period who are eligible to participate in the allocation of Matching Contributions for the Contribution Period, as determined under this Article.

For purposes of this Article, "eligible Tax-Deferred Contributions" with respect to an Employee mean the Tax-Deferred Contributions made on his behalf for the Contribution Period in an amount up to, but not exceeding, the "match level" established with respect to the Employer Group in which such Employee's Covered Employer participates. For purposes of this Article, the "match level" means:

(a) With respect to Employer Group C, four percent of an Employee's Compensation for the Contribution Period;

(b) With respect to Employer Group E, six percent of an Employee's Compensation for the Contribution Period;

(c) With respect to Employer Group I, three percent of an Employee's Compensation for the Contribution Period; or

(d) With respect to Employer Group K, five percent of an Employee's Compensation for the Contribution Period.

6.5 Allocation of Matching Contributions

Any Matching Contribution made by a Covered Employer for the Contribution Period shall be allocated among its Employees during the applicable Contribution Period who are eligible to participate in the allocation of Matching Contributions for the Contribution Period, as determined under this Article. The allocable share of each such Employee shall be an amount equal to the applicable dollar amount or percentage described in Section 6.4.

6.6 Verification of Amount of Employer Contributions

The Trustees shall verify the amount of Employer Contributions to be made by each Covered Employer in accordance with the provisions of the Plan and an applicable Participation Agreement. Notwithstanding any other provision of the Plan to the contrary, the Trustees shall determine the portion of the Employer Contribution to be made by each Covered Employer with respect to an Employee who transfers from employment with one Covered Employer as an Employee to employment with another Covered Employer as an Employee.

6.7 Payment of Employer Contributions

Employer Contributions made for a Contribution Period shall be paid in cash to the Trustees within the period of time permitted under the Code for the delivery of Tax-Deferred Contributions in such manner as the Trustees may prescribe.

In no event shall a Covered Employer deliver Matching Contributions to the Trustee on behalf of an Eligible Employee prior to the date the Eligible Employee performs the services with respect to which the Matching Contribution is being made, unless such pre-funding is to accommodate a bona fide administrative concern and is not for the principal purpose of accelerating deductions.

6.8 Special Eligibility Rule

If, for purposes of meeting the coverage requirements of Section 410(b) of the Code, some Employees who have completed less than 1000 hours must receive an allocation, allocations shall be made to Employees with more than 500 but less than 1000 Hours of Service, beginning with the Employee with the greatest number of Hours of Service, until coverage is provided to the extent necessary for the Plan to meet the requirements of Section 410(b) of the Code.

6.9 Eligibility to Participate in Allocation

Each Employee shall be eligible to participate in the allocation of Employer Contributions beginning on the date he becomes, or again becomes, an Eligible Employee in accordance with the provisions of Article III, and ending on the last day of the Contribution Period during which he ceases employment with his Covered Employer.

Notwithstanding any other provision of the Plan to the contrary, no person shall be eligible to participate in the allocation of Profit-Sharing Contributions for a Contribution Period unless he is employed by a Covered Employer or a Related Company on the last working day of the applicable Contribution Period.

6.10 Vesting of Employer Contributions

A Participant's vested interest in his Profit-Sharing Contributions Sub-Account shall be at all times 100 percent.

6.11 Election of Former Vesting Schedule

If the Trustees adopt an amendment to the Plan that directly or indirectly affects the computation of a Participant's vested interest in his Profit-Sharing Employer Contributions Sub-Account, any Participant with three or more years of service shall have a right to have his vested interest in his Profit-Sharing Employer Contributions Sub-Account continue to be determined under the vesting provisions in effect prior to the amendment rather than under the new vesting provisions, unless the vested interest of the Participant in his Profit-Sharing Employer Contributions Sub-Account under the Plan as amended is not at any time less than such vested interest determined without regard to the amendment. A Participant shall exercise his right under this Section by giving written notice of his exercise thereof to the Administrator within 60 days after the latest of (i) the date he receives notice of the amendment from the Administrator, (ii) the effective date of the amendment, or (iii) the date the amendment is adopted. Notwithstanding the foregoing, a Participant's vested interest in his Profit-Sharing Employer Contributions Sub-Account on the effective date of such an amendment shall not be less than his vested interest in his Profit-Sharing Employer Contributions Sub-Account immediately prior to the effective date of the amendment.

ARTICLE VII
LIMITATIONS ON CONTRIBUTIONS

7.1 Definitions

For purposes of this Article, the following terms have the following meanings:

The "**annual addition**" with respect to a Participant for a "limitation year" means the sum of the following amounts allocated to the Participant for the "limitation year":

(a) all employer contributions allocated to the Participant's account under any qualified defined contribution plan maintained by a Covered Employer or a Related Company, including "elective contributions" and amounts attributable to forfeitures applied to reduce the employer's contribution obligation, but excluding "catch-up contributions";

(b) all "employee contributions" allocated to the Participant's account under any qualified defined contribution plan maintained by a Covered Employer or a Related Company or any qualified defined benefit plan maintained by a Covered Employer or a Related Company if separate accounts are maintained under the defined benefit plan with respect to such employee contributions;

(c) all forfeitures allocated to the Participant's account under any qualified defined contribution plan maintained by the Covered Employer or a Related Company;

(d) all amounts allocated to an individual medical benefit account, as described in Code Section 415(l)(2), established for the Participant as part of a pension or annuity plan maintained by the Covered Employer or a Related Company;

(e) if the Participant is a key employee, as defined in Code Section 419A(d)(3), all amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after that date, that are attributable to post-retirement medical benefits allocated to the Participant's separate account under a welfare benefit fund, as defined in Code Section 419(e), maintained by the Covered Employer or a Related Company; and

(f) all allocations to the Participant under a simplified employee pension.

A "**catch-up contribution**" means any elective deferral, as defined in Code Section 414(v)(2)(C), that is treated as a catch-up contribution in accordance with the provisions of Code Section 414(v).

The "**contribution percentage**" with respect to an "eligible participant" for a particular Plan Year means the ratio of the sum of the included contributions, described below, to the "eligible participant's" "test compensation" for such Plan Year. Contributions made on behalf of an

"eligible participant" for the Plan Year that are used in computing the "eligible participant's" "contribution percentage" include the following:

(a) Matching Contributions, except as specifically provided below; and

(b) if elected by the Administrator, Tax-Deferred Contributions, including catch-up contributions, to the extent such Tax-Deferred Contributions are not included in determining the "eligible participant's" "deferral percentage" for such Plan Year.

Notwithstanding the foregoing, the following Matching Contributions are not included in computing an "eligible participant's" "contribution percentage" for a Plan Year:

(c) Matching Contributions that are forfeited because they relate to Tax-Deferred Contributions that are distributed as "excess contributions", "excess deferrals", or because they exceed the Code Section 402(g) limit;

(d) contributions to the Plan made pursuant to Code Section 414(u) that are treated as Matching Contributions; and

(e) Matching Contributions that are forfeited because they relate to Tax-Deferred Contributions that are re-characterized as catch-up contributions.

To be included in computing an "eligible participant's" "contribution percentage" for a Plan Year, contributions must be allocated to the "eligible participant's" Account as of a date within such Plan Year and must be made to the Plan before the end of the 12-month period immediately following the Plan Year to which the contributions relate. For Plan Years in which the prior year testing method is used in applying the nondiscrimination requirements applicable to Matching Contributions, contributions used in computing the "contribution percentage" for the "testing year" of a non-Highly Compensated Employee must be made before the last day of the Plan Year for which the test is being applied.

The determination of an "eligible participant's" "contribution percentage" shall be made after any reduction required to satisfy the Code Section 415 limitations is made as provided in this Article VII and shall satisfy such other requirements as may be prescribed by the Secretary of the Treasury.

The "**deferral percentage**" with respect to an Eligible Employee for a particular Plan Year means the ratio of the sum of the included contributions, described below, to the Eligible Employee's "test compensation" for such Plan Year. Contributions made on behalf of an Eligible Employee for the Plan Year that are used in computing the Eligible Employee's "deferral percentage" include Tax-Deferred Contributions. Notwithstanding the foregoing, the following Tax-Deferred Contributions are not included in computing an Eligible Employee's "deferral percentage" for a Plan Year:

(a) Tax-Deferred Contributions that are distributed to a non-Highly Compensated Employee in accordance with the provisions of Section 7.2 because they exceed the Code Section 402(g) limit;

(b) contributions made to the Plan pursuant to Code Section 414(u) that are treated as Tax-Deferred Contributions;

(c) catch-up contributions, except to the extent the Eligible Employee's Tax-Deferred Contributions are re-characterized as catch-up contributions as a result of a failure to satisfy the nondiscrimination requirements applicable to Tax-Deferred Contributions; and

(d) Tax-Deferred Contributions that are included in determining an Eligible Employee's "contribution percentage" for the Plan Year.

To be included in computing an Eligible Employee's "deferral percentage" for a Plan Year, contributions must be allocated to the Eligible Employee's Account as of a date within such Plan Year and be made to the Plan before the end of the 12-month period immediately following the Plan Year to which the contributions relate. For Plan Years in which the prior year testing method is used in applying the nondiscrimination requirements applicable to Tax-Deferred Contributions, contributions used in computing the "deferral percentage" for the "testing year" of a non-Highly Compensated Employee must be made before the last day of the Plan Year for which the test is being applied.

The determination of an Eligible Employee's "deferral percentage" shall be made after any reduction required to satisfy the Code Section 415 limitations is made as provided in this Article VII and shall satisfy such other requirements as may be prescribed by the Secretary of the Treasury.

An "**elective contribution**" means any employer contribution made to a plan maintained by a Covered Employer or a Related Company on behalf of a Participant in lieu of cash compensation pursuant to his election (whether such election is an active election or a passive election) to defer under any qualified CODA as described in Code Section 401(k), any simplified employee pension cash or deferred arrangement as described in Code Section 402(h)(1)(B), any eligible deferred compensation plan under Code Section 457, or any plan as described in Code Section 501(c)(18), and any contribution made on behalf of the Participant by a Covered Employer or a Related Company for the purchase of an annuity contract under Code Section 403(b) pursuant to a salary reduction agreement. For purposes of applying the limitations described in this Article VII, the term "elective contribution" excludes "catch-up contributions".

An "**elective 401(k) contribution**" means any employer contribution made to a plan maintained by an Employer or a Related Company on behalf of a Participant in lieu of cash compensation pursuant to his election (whether such election is an active election or a passive election) to defer under any qualified CODA as described in Code Section 401(k) including a designated Roth contribution. For purposes of applying the limitations described in this Article VII, the term "elective 401(k) contribution" excludes "catch-up contributions".

An "**eligible participant**" means any Eligible Employee who is eligible to have Tax-Deferred Contributions made on his behalf (if Tax-Deferred Contributions are taken into account in determining "contribution percentages"), or to participate in the allocation of Matching Contributions. Notwithstanding the foregoing, "eligible participants" shall not include Eligible Employees who are covered by a collective bargaining agreement between their Employer and employee representatives if retirement benefits were the subject of good faith bargaining.

An "**employee contribution**" means any employee after-tax contribution allocated to an Eligible Employee's account under any qualified plan of a Covered Employer or a Related Company.

An "**excess aggregate contribution**" means any contribution made to the Plan on behalf of a Participant that exceeds the limitations described in Section 7.7.

An "**excess contribution**" means any contribution made to the Plan on behalf of a Participant that exceeds the limitations described in Section 7.4.

An "**excess deferral**" with respect to a Participant means that portion of a Participant's Tax-Deferred Contributions, excluding catch-up contributions, for his taxable year that, when added to amounts deferred for such taxable year under other plans or arrangements described in Code Section 401(k), 408(k), or 403(b) (other than any such plan or arrangement that is maintained by a Covered Employer or a Related Company and excluding any "catch-up contributions"), would exceed the dollar limit imposed under Code Section 402(g) as in effect on January 1 of the calendar year in which such taxable year begins and is includible in the Participant's gross income under Code Section 402(g).

The "**415 compensation**" of a Participant for any "limitation year" means the wages as defined in Code Section 3401(a), determined without regard to any rules that limit compensation included in wages based on the nature or location of the employment or services performed, and all other payments made to him by a Covered Employer or a Related Company for such "limitation year" for which his employer is required to furnish the Participant a written statement under Code Sections 6041(d), 6051(a)(3), and 6052 (commonly referred to as W-2 earnings).

"415 compensation" does not include amounts paid to a Participant following severance from employment unless such amounts are paid within 2 ½ months of the Participant's severance from employment and (i) would otherwise have been paid to the Participant in the course of his employment and are regular compensation for services during the Participant's regular working hours, compensation for services outside the Participant's regular working hours (such as overtime or shift differential pay), commissions, bonuses, or other similar compensation or (ii) are payments for accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use such leave if his employment had continued.

"415 compensation" also includes (i) any elective deferral, as defined in Code Section 402(g)(3) and (ii) any amount contributed or deferred by the Covered Employer or a Related Company at

the Participant's election which is not includable in the Participant's gross income by reason of Code Section 125, 132(f)(4), or 457.

In no event, however, shall the "415 compensation" of a Participant taken into account under the Plan for any "limitation year" exceed the limit in effect under Code Section 401(a)(17) ($245,000 for "limitation years" beginning in 2009, subject to adjustment annually as provided in Code Sections 401(a)(17)(B) and 415(d); provided, however, that the dollar increase in effect on January 1 of any calendar year, if any, is effective for "limitation years" beginning in such calendar year). If the "415 compensation" of a Participant is determined over a period of time that contains fewer than 12 calendar months, then the annual compensation limitation described above shall be adjusted with respect to that Participant by multiplying the annual compensation limitation in effect for the Plan Year by a fraction the numerator of which is the number of full months in the period and the denominator of which is 12; provided, however, that no proration is required for a Participant who is covered under the Plan for fewer than 12 months.

The "**gap period**" means the period between the close of the Plan Year in which "excess contributions" were made and the date the contributions are distributed.

A "**limitation year**" means the Plan Year.

A "**matching contribution**" means any employer contribution allocated to an Eligible Employee's account under any plan of a Covered Employer or a Related Company solely on account of "elective contributions" made on his behalf or "employee contributions" made by him.

A "**qualified matching contribution**" means any employer contribution allocated to an Eligible Employee's account under any plan of a Covered Employer or a Related Company solely on account of "elective contributions" made on his behalf or "employee contributions" made by him that is a qualified matching contribution as defined in regulations issued under Code Section 401(k), is nonforfeitable when made, and is distributable only as permitted in regulations issued under Code Section 401(k).

A "**qualified nonelective contribution**" means any employer contribution allocated to an Eligible Employee's account under any plan of a Covered Employer or a Related Company that the Participant could not elect instead to receive in cash until distributed from the Plan, that is a qualified nonelective contribution as defined in Code Sections 401(k) and 401(m) and regulations issued thereunder, is nonforfeitable when made, and is distributable (other than for hardships) only as permitted in regulations issued under Code Section 401(k).

The "**test compensation**" of an Eligible Employee or "eligible participant" for any Plan Year means the following, unless the Administrator elects to substitute a different definition of compensation that satisfies the requirements of Code Section 414(s): the wages as defined in Code Section 3401(a), determined without regard to any rules that limit compensation included in wages based on the nature or location of the employment or services performed, and all other payments made to him by a Covered Employer or a Related Company for such Plan Year for

which his employer is required to furnish the Participant a written statement under Code Sections 6041(d), 6051(a)(3), and 6052 (commonly referred to as W-2 earnings).

"Test compensation" includes (i) any elective deferral, as defined in Code Section 402(g)(3), and (ii) any amount contributed or deferred by the Covered Employer or a Related Company at the Participant's election which is not includable in the Participant's gross income by reason of Code Section 125, 132(f)(4), or 457, provided that any such amount is attributable to compensation that would otherwise be included in "test compensation" as defined above.

"Test compensation" does not include amounts paid to a Participant following severance of employment unless such amounts are paid within 2 ½ months of the Participant's severance and (i) would otherwise have been paid to the Participant in the course of his employment and are regular compensation for services during the Participant's regular working hours, compensation for services outside the Participant's regular working hours (such as overtime or shift differential pay), commissions, bonuses, or other similar compensation or (ii) are payments for accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use such leave if his employment had continued.

If elected by the Administrator with respect to a Plan Year, "test compensation" may exclude amounts earned by an individual during the Plan Year, but while the individual was not an Eligible Employee or "eligible participant".

In no event, shall the "test compensation" of a Participant taken into account under the Plan for any Plan Year exceed the limit in effect under Code Section 401(a)(17) ($245,000 for Plan Years beginning in 2009, subject to adjustment annually as provided in Code Sections 401(a)(17)(B) and 415(d); provided, however, that the dollar increase in effect on January 1 of any calendar year, if any, is effective for Plan Years beginning in such calendar year).

The "**testing year**" under the prior year testing method means the Plan Year immediately preceding the Plan Year being tested.

7.2 Code Section 402(g) Limit

In no event shall the amount of the Tax-Deferred Contributions, excluding catch-up contributions, made on behalf of an Eligible Employee for his taxable year, when aggregated with any "elective contributions" made on behalf of the Eligible Employee under any other plan of a Covered Employer or a Related Company for his taxable year, exceed the dollar limit imposed under Code Section 402(g), as in effect on January 1 of the calendar year in which such taxable year begins. In the event that the Administrator determines that the reduction percentage elected by an Eligible Employee will result in his exceeding the Code Section 402(g) limit, the Administrator may adjust the reduction authorization of such Eligible Employee by reducing the percentage of his Tax-Deferred Contributions to such smaller percentage that will result in the Code Section 402(g) limit not being exceeded. If the Administrator determines that the Tax-Deferred Contributions made on behalf of an Eligible Employee would exceed the Code Section

402(g) limit for his taxable year, the Tax-Deferred Contributions for such Participant shall be automatically suspended for the remainder, if any, of such taxable year.

If a Covered Employer notifies the Administrator that the Code Section 402(g) limit has nevertheless been exceeded by an Eligible Employee for his taxable year, the Tax-Deferred Contributions that, when aggregated with "elective contributions" made on behalf of the Eligible Employee under any other plan of a Covered Employer or a Related Company, would exceed the Code Section 402(g) limit, plus any income and minus any losses attributable thereto, shall be either re-characterized as catch-up contributions or distributed to the Eligible Employee no later than the April 15 immediately following such taxable year.

Any Tax-Deferred Contributions that are distributed to an Eligible Employee in accordance with this Section shall not be taken into account in determining the Eligible Employee's "deferral percentage" for the "testing year" in which the Tax-Deferred Contributions were made, unless the Eligible Employee is a Highly Compensated Employee.

If excess Tax-Deferred Contributions are distributed to a Participant or are re-characterized as catch-up contributions in accordance with this Section, Matching Contributions that are attributable solely to the re-characterized or distributed Tax-Deferred Contributions, plus any income and minus any losses attributable thereto, shall be forfeited by the Participant no earlier than the date on which re-characterization or distribution of Tax-Deferred Contributions pursuant to this Section occurs and no later than the last day of the Plan Year following the Plan Year for which the Matching Contributions were made.

7.3 Distribution of "Excess Deferrals"

Notwithstanding any other provision of the Plan to the contrary, if a Participant notifies the Administrator in writing no later than the March 1 following the close of the Participant's taxable year that "excess deferrals" have been made on his behalf under the Plan for such taxable year, the "excess deferrals", plus any income and minus any losses attributable thereto, shall be distributed to the Participant no later than the April 15 immediately following such taxable year.

Any Tax-Deferred Contributions that are distributed to a Participant in accordance with this Section shall nevertheless be taken into account in determining the Participant's "deferral percentage" for the "testing year" in which the Tax-Deferred Contributions were made.

If Tax-Deferred Contributions are distributed to a Participant in accordance with this Section, Matching Contributions that are attributable solely to the distributed Tax-Deferred Contributions, plus any income and minus any losses attributable thereto, shall be forfeited by the Participant no earlier than the date on which distribution of Tax-Deferred Contributions pursuant to this Section occurs and no later than the last day of the Plan Year following the Plan Year for which the Matching Contributions were made.

7.4 Limitation on Tax-Deferred Contributions of Highly Compensated Employees

Notwithstanding any other provision of the Plan to the contrary, the Tax-Deferred Contributions made with respect to a Plan Year on behalf of Eligible Employees who are Highly Compensated Employees may not result in an average "deferral percentage" for such Eligible Employees that exceeds the greater of:

(a) a percentage that is equal to 125 percent of the average "deferral percentage" for all other Eligible Employees for the "testing year"; or

(b) a percentage that is not more than 200 percent of the average "deferral percentage" for all other Eligible Employees for the "testing year" and that is not more than two percentage points higher than the average "deferral percentage" for all other Eligible Employees for the "testing year",

unless the "excess contributions", determined as provided in the following Section are re-characterized or distributed as provided in Section 7.6. For the first Plan Year of a Covered Employer, the average actual deferral percentage for Eligible Employees who are not Highly Compensated Employees used in determining the limitations applicable under paragraphs (a) and (b) of this Section shall be 3 percent for such first Plan Year unless the Covered Employer has elected in its Participation Agreement to use the Plan Year's actual deferral percentage for these Participants.

In order to assure that the limitation contained herein is not exceeded with respect to a Plan Year, the Administrator is authorized to set a limit on the percentage of Compensation that a Highly Compensated Employee may contribute to the Plan as Tax-Deferred Contributions for the Plan Year, to suspend completely further Tax-Deferred Contributions on behalf of Highly Compensated Employees for any remaining portion of a Plan Year, or to adjust the projected "deferral percentages" of Highly Compensated Employees by reducing the percentage of their deferral elections for any remaining portion of a Plan Year to such smaller percentage that will result in the limitation set forth above not being exceeded. If the Administrator limits the Tax-Deferred Contributions that may be made by Highly Compensated Employees for a Plan Year, the Administrator shall communicate that limit as soon as reasonably practicable. In the event of a suspension or reduction, Highly Compensated Employees affected thereby shall be notified of the reduction or suspension as soon as possible. An affected Highly Compensated Employee may be entitled to make a new election for the following Plan Year.

In determining the "deferral percentage" for any Eligible Employee who is a Highly Compensated Employee for the Plan Year, " elective 401(k) contributions", "qualified nonelective contributions", and "qualified matching contributions" (to the extent that "qualified nonelective contributions" and "qualified matching contributions" are taken into account in determining "deferral percentages") made to his accounts under any plan of an Employer or a Related Company that is not mandatorily disaggregated pursuant to Treasury Regulations Section 1.410(b)-7(c), as modified by Section 1.401(k)-1(b)(4) (without regard to the prohibition on aggregating plans with inconsistent testing methods contained in Section 1.401(k)-

1(b)(4)((iii)(B) and the prohibition on aggregating plans with different plan years contained in Section 1.410(b)-7(d)(5)), shall be treated as if all such contributions were made to the Plan; provided, however, that if such a plan has a plan year different from the Plan Year, any such contributions made to the Highly Compensated Employee's accounts under the other plan during the Plan Year shall be treated as if such contributions were made to the Plan.

If one or more plans of a Covered Employer or Related Company are aggregated with the Plan for purposes of satisfying the requirements of Code Section 401(a)(4) or 410(b), then "deferral percentages" under the Plan shall be calculated as if the Plan and such one or more other plans were a single plan. Pursuant to Treasury Regulations Section 1.401(k)-1(b)(4)(v), a Covered Employer may elect to calculate "deferral percentages" aggregating ESOP and non-ESOP plans. In addition, a Covered Employer may elect to calculate "deferral percentages" aggregating bargained plans maintained for different bargaining units, provided that such aggregation is done on a reasonable basis and is reasonably consistent from year to year. Plans may be aggregated under this paragraph only if they have the same plan year and utilize the same testing method to satisfy the requirements of Code Section 401(k).

The Administrator shall maintain records sufficient to show that the limitation contained in this Section was not exceeded with respect to any Plan Year and the amount of the "qualified nonelective contributions" and/or "qualified matching contributions" taken into account in determining "deferral percentages" for any Plan Year.

7.5 Determination Allocation of "Excess Contributions" Among Highly Compensated Employees

Notwithstanding any other provision of the Plan to the contrary, in the event that the limitation on Tax-Deferred Contributions described in the preceding Section is exceeded in any Plan Year, the Administrator shall first determine the dollar amount of the excess by reducing the dollar amount of the contributions included in determining the "deferral percentage" of Highly Compensated Employees in order of their "deferral percentages" as follows:

(a) The highest "deferral percentage(s)" shall be reduced to the greater of (1) the maximum "deferral percentage" that satisfies the limitation on Tax-Deferred Contributions described in the preceding Section or (2) the next highest "deferral percentage".

(b) If the limitation on Tax-Deferred Contributions described in the preceding Section would still be exceeded after application of the provisions of paragraph (a), the Administrator shall continue reducing "deferral percentages" of Highly Compensated Employees, continuing with the next highest "deferral percentage", in the manner provided in paragraph (a) until the limitation on Tax-Deferred Contributions described in the preceding Section is satisfied.

The determination of the amount of "excess contributions" hereunder shall be made after Tax-Deferred Contributions and "excess deferrals" have been re-characterized or distributed pursuant to Sections 7.2 and 7.3, if applicable.

After determining the dollar amount of the "excess contributions" that have been made to the Plan, the Administrator shall then allocate such excess among Highly Compensated Employees in order of the dollar amount of their "deferral percentages" as follows:

(c) The contributions included in the "deferral percentage(s)" of the Highly Compensated Employee(s) with the largest dollar amount of "deferral percentage" for the Plan Year shall be reduced by the dollar amount of the excess (with such dollar amount being allocated equally among all such Highly Compensated Employees), but not below the dollar amount of the "deferral percentage" of the Highly Compensated Employee(s) with the next highest dollar amount of "deferral percentage" for the Plan Year.

(d) If the excess has not been fully allocated after application of the provisions of paragraph (c), the Administrator shall continue reducing the contributions included in the "deferral percentages" of Highly Compensated Employees, continuing with the Highly Compensated Employees with the largest remaining dollar amount of "deferral percentages" for the Plan Year, in the manner provided in paragraph (c) until the entire excess determined above has been allocated.

7.6 Treatment of "Excess Contributions"

Except to the extent that a Highly Compensated Employee's "excess contributions" may be re-characterized as catch-up contributions, "excess contributions" allocated to a Highly Compensated Employee pursuant to the preceding Section, plus any income and minus any losses attributable thereto, shall be distributed to the Highly Compensated Employee prior to the end of the next succeeding Plan Year. If such excess amounts are distributed more than 2 1/2 months after the last day of the Plan Year for which the excess occurred, an excise tax may be imposed under Code Section 4979 on the Employer maintaining the Plan with respect to such amounts.

"Excess contributions" shall be allocated among a Highly Compensated Employee's Sub-Accounts in the order prescribed by the Administrator, which order shall be uniform with respect to all Highly Compensated Employees and non-discriminatory.

If excess Tax-Deferred Contributions are distributed to a Participant or are re-characterized as catch-up contributions in accordance with this Section, Matching Contributions that are attributable solely to the re-characterized or distributed Tax-Deferred Contributions, plus any income and minus any losses attributable thereto, shall be forfeited by the Participant no earlier than the date on which re-characterization or distribution of Tax-Deferred Contributions pursuant to this Section occurs and no later than the last day of the Plan Year following the Plan Year for which the Matching Contributions were made.

7.7 Limitation on Matching Contributions of Highly Compensated Employees

Notwithstanding any other provision of the Plan to the contrary, the Matching Contributions made with respect to a Plan Year on behalf of "eligible participants" who are Highly Compensated Employees may not result in an average "contribution percentage" for such "eligible participants" that exceeds the greater of:

(a) a percentage that is equal to 125 percent of the average "contribution percentage" for all other "eligible participants" for the "testing year"; or

(b) a percentage that is not more than 200 percent of the average "contribution percentage" for all other "eligible participants" for the "testing year" and that is not more than two percentage points higher than the average "contribution percentage" for all other "eligible participants" for the "testing year",

unless the "excess aggregate contributions", determined as provided in the following Section are forfeited or distributed as provided in Section 7.9.

For the first Plan Year of a Covered Employer, the contribution percentage for eligible participants who are not Highly Compensated Employees used in determining the limitations applicable under paragraphs (a) and (b) of this Section shall be 3 percent unless the Covered Employer has elected in its Participation Agreement to use the Plan Year's actual contribution percentage for these Participants.

In determining the "contribution percentage" for any "eligible participant" who is a Highly Compensated Employee for the Plan Year, "matching contributions", "employee contributions", "qualified nonelective contributions", and " elective 401(k) contributions" (to the extent that "qualified nonelective contributions" and " elective 401(k) contributions" are taken into account in determining "contribution percentages") made to his accounts under any plan of an Employer or a Related Company that is not mandatorily disaggregated pursuant to Treasury Regulations Section 1.410(b)-7(c), as modified by Section 1.401(m)-1(b)(4) (without regard to the prohibition on aggregating plans with inconsistent testing methods contained in Section 1.401(m)-1(b)(4)((iii)(B) and the prohibition on aggregating plans with different plan years contained in Section 1.410(b)-7(d)(5)), shall be treated as if all such contributions were made to the Plan; provided, however, that if such a plan has a plan year different from the Plan Year, any such contributions made to the Highly Compensated Employee's accounts under the other plan during the Plan Year shall be treated as if such contributions were made to the Plan.

In determining the average contribution percentage (pursuant to this Section 7.6) for Eligible Employees who are not Highly Compensated Employees, the contribution percentage for any Eligible Employee not meeting the minimum age or service requirements of Section 410(a)(1) of the Code shall be excluded pursuant to Section 401(m)(5)(c) of the Code.

If one or more plans of an Employer or a Related Company are aggregated with the Plan for purposes of satisfying the requirements of Code Section 401(a)(4) or 410(b), the "contribution

percentages" under the Plan shall be calculated as if the Plan and such one or more other plans were a single plan. Pursuant to Treasury Regulations Section 1.401(m)-1(b)(4)(v), an Employer may elect to calculate "contribution percentages" aggregating ESOP and non-ESOP plans. In addition, an Employer may elect to calculate "contribution percentages" aggregating bargained plans maintained for different bargaining units, provided that such aggregation is done on a reasonable basis and is reasonably consistent from year to year. Plans may be aggregated under this paragraph only if they have the same plan year and utilize the same testing method to satisfy the requirements of Code Section 401(m).

The Administrator shall maintain records sufficient to show that the limitation contained in this Section was not exceeded with respect to any Plan Year and the amount of the "elective 401(k) contributions", "qualified nonelective contributions", and/or "qualified matching contributions" taken into account in determining "contribution percentages" for any Plan Year.

7.8 Determination and Allocation of Excess Aggregate Contributions Among Highly Compensated Employees

Notwithstanding any other provision of the Plan to the contrary, in the event that the limitation described in the preceding Section is exceeded in any Plan Year, the Administrator shall first determine the dollar amount of the excess by reducing the dollar amount of the contributions included in determining the "contribution percentage" of Highly Compensated Employees in order of their "contribution percentages", as follows:

(a) The highest "contribution percentage(s)" shall be reduced to the greater of (1) the maximum "contribution percentage" that satisfies the limitation described in the preceding Section or (2) the next highest "contribution percentage".

(b) If the limitation described in the preceding Section would still be exceeded after application of the provisions of paragraph (a), the Administrator shall continue reducing "contribution percentages" of Highly Compensated Employees, continuing with the next highest "contribution percentage", in the manner provided in paragraph (a) until the limitation described in the preceding Section is satisfied.

The determination of the amount of the "excess aggregate contributions" shall be made after application of Sections 7.2, 7.3, and 7.6, if applicable.

After determining the dollar amount of the "excess aggregate contributions" that have been made to the Plan, the Administrator shall next allocate such excess among Highly Compensated Employees in order of the dollar amount of their "contribution percentages" as follows:

(c) The contributions included in the "contribution percentages" of the Highly Compensated Employee(s) with the largest dollar amount of "contribution percentage" shall be reduced by the dollar amount of the excess (with such dollar amount being allocated equally among all such Highly Compensated Employees), but not below the dollar amount of the

"contribution percentage" of the Highly Compensated Employee(s) with the next highest dollar amount of "contribution percentage" for the Plan Year.

(d) If the excess has not been fully allocated after application of the provisions of paragraph (c), the Administrator shall continue reducing the contributions included in the "contribution percentages" of Highly Compensated Employees, continuing with the Highly Compensated Employees with the largest remaining dollar amount of "contribution percentages" for the Plan Year, in the manner provided in paragraph (c) until the entire excess determined above has been allocated.

7.9 Forfeiture or Distribution of "Excess Aggregate Contributions"

"Excess aggregate contributions" allocated to a Highly Compensated Employee pursuant to the preceding Section, plus any income and minus any losses attributable thereto, shall be forfeited, to the extent forfeitable, or distributed to the Participant prior to the end of the next succeeding Plan Year as hereinafter provided. If such excess amounts are forfeited or distributed more than 2 ½ months after the last day of the Plan Year for which the excess occurred, an excise tax of 10% will be imposed under Code Section 4979 on the Employer maintaining the Plan with respect to such amounts.

Excess amounts shall be forfeited or distributed from a Highly Compensated Employee's Account in the order prescribed by the Administrator, which order shall be uniform with respect to all Highly Compensated Employees and non-discriminatory.

"Excess aggregate contributions" that are vested shall in all cases be distributed. Excess Matching Contributions that are not vested shall be forfeited. Any amounts forfeited with respect to a Participant pursuant to this Section shall be treated as a forfeiture under the Plan no later than the last day of the Plan Year following the Plan Year for which the Matching Contributions were made.

7.10 Treatment of Forfeited Matching Contributions

Any Matching Contributions that are forfeited pursuant to the provisions of the preceding Sections of this Article shall be applied against the Covered Employers' contribution obligations for the Plan Year or against Plan expenses, as directed by the Administrator. Notwithstanding the foregoing, forfeitures hereunder shall not be applied to reduce the amount an Employer is required to contribute as Tax-Deferred Contributions. Notwithstanding the foregoing, however, should the amount of all such forfeitures for any Plan Year exceed the amount of the Covered Employers' contribution obligations for the Plan Year, the excess amount of such forfeitures shall be held unallocated in a suspense account and shall for all Plan purposes be applied against Plan expenses and the Covered Employers' contribution obligations for the following Plan Year.

Notwithstanding the foregoing, prior to allocating forfeited amounts among Participants' Accounts, the Administrator may direct that any portion or all of such forfeited amounts shall be applied against Plan expenses. The forfeited amounts to be allocated among Participants' Accounts shall be reduced by any such amounts that are applied against Plan expenses as provided herein.

7.11 Determination of Income or Loss

The income or loss attributable to "excess contributions" or "excess aggregate contributions" that are distributed pursuant to this Article shall be determined by multiplying the income or loss for the preceding Plan Year and the "gap period" attributable to the Employee's Sub-Account to which the "excess contributions" or "excess aggregate contributions" were credited by a fraction, the numerator of which is the "excess contributions" or "excess aggregate contributions" made to such Sub-Account on the Employee's behalf for the preceding Plan Year and the denominator of which is (a) the balance of the Sub-Account on the first day of the preceding Plan Year, plus (b) the contributions made to such Sub-Account for the preceding Plan Year and the "gap period". Notwithstanding the foregoing, however, at the election of the Administrator, income attributable to "excess contributions" or "excess aggregate contributions" for the "gap period" may be calculated either under the fractional method set forth above or as the product of ten percent of the amount of the income determined under the fractional method set forth above for the Plan Year multiplied by the number of calendar months that elapse during the "gap period". For purposes of determining the number of calendar months that elapse during the "gap period", a distribution that is made on or before the 15th day of the month shall be treated as having been made on the last day of the preceding calendar month and a distribution that is made after the 15th day of the month shall be treated as having been made on the first day of the succeeding calendar month.

7.12 Code Section 415 Limitations on Crediting of Contributions and Forfeitures

Notwithstanding any other provision of the Plan to the contrary, the "annual addition" with respect to a Participant for a "limitation year" shall in no event exceed the lesser of (i) the maximum dollar amount permitted under Code Section 415(c)(1)(A), adjusted as provided in Code Section 415(d) (e.g., $49,000 for the "limitation year" ending in 2009) or (ii) 100 percent of the Participant's "415 compensation" for the "limitation year"; provided, however, that the limit in clause (i) shall be pro rated for any short "limitation year". The limit in clause (ii) shall not apply to any contribution for medical benefits within the meaning of Code Section 401(h) or 419A(f)(2) after separation from service which is otherwise treated as an "annual addition" under Code Section 419A(d)(2) or 415(l)(1). A Participant's Tax-Deferred Contributions may be re-characterized as catch-up contributions and excluded from the Participant's "annual additions" for the "limitation year" to satisfy the preceding limitation.

If the "annual addition" to the Account of a Participant in any "limitation year" would otherwise exceed the amount that may be applied for his benefit under the limitation contained in this Section, the limitation shall be satisfied by reducing contributions made to the Participant's Account to the extent necessary in the following order:

Tax-Deferred Contributions made by the Participant for the "limitation year" and the Matching Contributions attributable thereto, if any, shall be reduced pro rata.

Profit-Sharing Contributions otherwise allocable to the Participant's Account for the "limitation year", if any, shall be reduced.

The amount of any reduction of Tax-Deferred or Employer Contributions shall be deemed a forfeiture for the "limitation year".

Amounts deemed to be forfeitures under this Section shall be held unallocated in a suspense account established for the "limitation year" and shall be applied against the Employer's contribution obligation for the next following "limitation year" (and succeeding "limitation years", as necessary). If a suspense account is in existence at any time during a "limitation year", all amounts in the suspense account must be applied against the Employer's contribution obligation before any further contributions that would constitute "annual additions" may be made to the Plan. No suspense account established hereunder shall share in any increase or decrease in the net worth of the NEFP.

For purposes of this Article, excesses shall result only from the allocation of forfeitures, a reasonable error in estimating a Participant's annual "415 compensation", a reasonable error in determining the amount of "elective contributions" that may be made with respect to any Participant under the limits of Code Section 415, or other limited facts and circumstances that justify the availability of the provisions set forth above.

7.13 Application of Code Section 415 Limitations Where Participant is Covered Under Other Qualified Defined Contribution Plan

If a Participant is covered by any other qualified defined contribution plan (whether or not terminated) maintained by a Covered Employer or Related Company concurrently with the Plan, and if the "annual addition" for the "limitation year" would otherwise exceed the amount that may be applied for the Participant's benefit under the limitation contained in the preceding Section, such excess shall be reduced first by returning the "employee contributions" made by the Participant for the "limitation year" under all defined contribution plans other than the Plan, and the income attributable thereto, to the extent necessary in the order prescribed by the Administrator. If the limitation contained in the preceding Section still is not satisfied after returning all of the "employee contributions" made by the Participant under all such other plans, the excess shall be reduced by returning or forfeiting, as provided in each such defined contribution plan, the "elective contributions" made on the Participant's behalf for the "limitation year" under all such other plans, and, if "elective contributions" are returned, the income attributable thereto, to the extent necessary in the order prescribed by the Administrator. If the limitation contained in the preceding Section still is not satisfied after returning or forfeiting all of the "elective contributions" made on the Participant's behalf under all such other plans, the portion of the employer contributions and of forfeitures for the "limitation year" under all such other plans that has been allocated to the Participant thereunder, but which exceeds the limitation set forth in the

preceding Section, shall be deemed a forfeiture for the "limitation year" and shall be disposed of as provided in such other plans; provided, however, that the amount of the employer contributions and forfeitures that is a deemed forfeiture under this Section shall be effected in the order prescribed by the Administrator, but first under any other defined contribution plan that is not a money purchase pension plan and, if the limitation still is not satisfied, then under such money purchase pension plan. If the limitation contained in the preceding Section still is not satisfied after all employer contributions and forfeitures under all such other defined contributions plans are deemed forfeited for the "limitation year", the limitation shall be satisfied by reducing "annual additions" under the Plan as provided in the preceding Section.

7.14 Scope of Limitations

The Code Section 415 limitations contained in the preceding Sections shall be applicable only with respect to benefits provided pursuant to defined contribution plans and defined benefit plans described in Code Section 415(k). For purposes of applying the Code Section 415 limitations contained in the preceding Sections, the term "Related Company" shall be adjusted as provided in Code Section 415(h).

ARTICLE VIII
TRUST FUNDS AND ACCOUNTS

8.1 General Fund

The Trustees shall maintain a General Fund as required to hold and administer any assets of the Trust that are not allocated among the Investment Funds as provided in the Plan or the Agreement. The General Fund shall be held and administered as a separate common trust fund. The interest of each Participant or Beneficiary under the Plan in the General Fund shall be an undivided interest.

8.2 Investment Funds

The Trustees shall determine the number and type of Investment Funds and shall communicate the same and any changes therein in writing to the Administrator. Each Investment Fund shall be held and administered as a separate common trust fund. The interest of each Participant or Beneficiary under the Plan in any Investment Fund shall be an undivided interest.

8.3 Loan Investment Fund

The Plan does not permit loans to Participants.

8.4 Income on Trust Funds

Any dividends, interest, distributions, or other income received by the Trustees with respect to any Trust Fund maintained hereunder shall be allocated by the Trustees to the Trust Fund for which the income was received.

8.5 Accounts

As of the first date a contribution is made by or on behalf of an Employee there shall be established an Account in his name reflecting his interest in the NEFP. Each Account shall be maintained and administered for each Participant and Beneficiary in accordance with the provisions of the Plan. The balance of each Account shall be the balance of the account after all credits and charges thereto, for and as of such date, have been made as provided herein.

8.6 Sub-Accounts

A Participant's Account shall be divided into such separate, individual Sub-Accounts as are necessary or appropriate to reflect the Participant's interest in the NEFP.

ARTICLE IX
LIFE INSURANCE CONTRACTS

9.1 No Life Insurance Contracts

A Participant's Account may not be invested in life insurance contracts on the life of the Participant.

ARTICLE X
DEPOSIT AND INVESTMENT OF CONTRIBUTIONS

10.1 Future Contribution Investment Elections

Each Eligible Employee shall make an investment election in the manner and form prescribed by the Administrator directing the manner in which the contributions (including Rollover Contributions) made on his behalf shall be invested. An Eligible Employee's investment election shall specify the percentage, in the percentage increments prescribed by the Trustees, of such contributions that shall be allocated to one or more of the Investment Funds with the sum of such percentages equaling 100 percent. The investment election by a Participant shall remain in effect until his entire interest under the Plan is distributed or forfeited in accordance with the provisions of the Plan or until he records a change of investment election with the Trustees or their designee, in such form as the Trustees shall or their designee shall prescribe. If recorded in accordance with any rules prescribed by the Trustees (or their designee), a Participant's change of investment election may be implemented effective as of the business day on which the NEFP receives the Participant's instructions.

10.2 Default Investment

If a Participant fails to make an election at such time and in such manner as the Administrator may require, the Participant shall be presumed to have elected to have his Account, as well as any future contributions allocated thereto, invested in the default Investment Fund or other investment vehicle which the Trustees shall designate from time to time.

10.3 Deposit of Contributions

All contributions made on a Participant's behalf shall be deposited in the NEFP and allocated among the Investment Funds in accordance with the Participant's currently effective investment election. If no investment election is recorded with the NEFP at the time contributions are to be deposited to a Participant's Account, his contributions shall be allocated among the Investment Funds as directed by the Trustees.

10.4 Election to Transfer Between Funds

A Participant may elect to transfer investments from any Investment Fund to any other Investment Fund. The Participant's transfer election shall specify either (i) a percentage, in the percentage increments prescribed by the Trustees or their designee, of the amount eligible for transfer, which percentage may not exceed 100 percent, or (ii) a dollar amount that is to be transferred. Any transfer election must be recorded with the Trustees or their designee, in such form as the Trustees or their designee shall prescribe. Subject to any restrictions pertaining to a particular Investment Fund, if recorded in accordance with any rules prescribed by the Trustees (or their designee), a Participant's transfer election may be implemented effective as of the business day on which the NEFP receives the Participant's instructions.

Notwithstanding any other provision of this Section to the contrary, the Trustees or their designee may prescribe such rules restricting Participants' transfer elections as it deems necessary or appropriate to preclude excessive or abusive trading or market timing.

10.5 404(c) Protection

The Plan is intended to constitute a plan described in ERISA Section 404(c) and regulations issued thereunder. The fiduciaries of the Plan may be relieved of liability for any losses that are the direct and necessary result of investment instructions given by a Participant, his Beneficiary, or an alternate payee under a qualified domestic relations order.

ARTICLE XI
CREDITING AND VALUING ACCOUNTS

11.1 Crediting Accounts

All contributions made under the provisions of the Plan shall be credited to Accounts in the Trust Funds by the Trustees or their designee, in accordance with procedures established in writing by the Trustees or their designee, either when received or on the succeeding Valuation Date after valuation of the Trust Fund has been completed for such Valuation Date as provided in Section 11.2, as shall be determined by the Trustees or their designee.

11.2 Valuing Accounts

Accounts in the Trust Funds shall be valued by the Trustees or their designee on the Valuation Date, in accordance with procedures established in writing by the Trustees or their designee, either in the manner adopted by the Trustees or in the manner set forth in Section 11.3 as Plan valuation procedures, as determined by the Trustees.

11.3 Plan Valuation Procedures

With respect to the Trust Funds, the Trustees or their designee may determine that the following valuation procedures shall be applied. As of each Valuation Date hereunder, the portion of any Accounts in a Trust Fund shall be adjusted to reflect any increase or decrease in the value of the Trust Fund for the period of time occurring since the immediately preceding Valuation Date for the Trust Fund (the "valuation period") in the following manner:

(a) First, the value of the Trust Fund shall be determined by valuing all of the assets of the Trust Fund at fair market value.

(b) Next, the net increase or decrease in the value of the Trust Fund attributable to net income and all profits and losses, realized and unrealized, during the valuation period shall be determined on the basis of the valuation under paragraph (a) taking into account appropriate adjustments for contributions and transfers to, and distributions, withdrawals, and transfers from, such Trust Fund during the valuation period.

(c) Finally, the net increase or decrease in the value of the Trust Fund shall be allocated among Accounts in the Trust Fund in the ratio of the balance of the portion of such Account in the Trust Fund as of the preceding Valuation Date less any distributions, withdrawals, loans, and transfers from such Account balance in the Trust Fund since the Valuation Date to the aggregate balances of the portions of all Accounts in the Trust Fund similarly adjusted, and each Account in the Trust Fund shall be credited or charged with the amount of its allocated share.

11.4 Finality of Determinations

The Trustees shall have exclusive responsibility for determining the value of each Account maintained hereunder. The Trustees' determinations thereof shall be conclusive upon all interested parties.

11.5 Notification

The Administrator shall notify each Participant and Beneficiary at least once per calendar quarter of the value of his Account and Sub-Accounts as of the most recent Valuation Date.

ARTICLE XII
LOANS

12.1 No Loans to Participants

The Plan does not permit loans to Participants.

ARTICLE XIII
WITHDRAWALS WHILE EMPLOYED

13.1 No Hardship Withdrawals

The Plan does not permit hardship withdrawals.

ARTICLE XIV
TERMINATION OF EMPLOYMENT AND SETTLEMENT DATE

14.1 Termination of Covered Employment and Settlement Date

(a) Collectively Bargained Employees

The Settlement Date for a Participant who is a Collectively Bargained Employee and who has attained the age of 55 shall occur on the date he is retired from employment with Covered Employers or on the date his employment with Covered Employers is terminated because of death or disability. The Settlement Date for a Participant who is a Collectively Bargained Employee and who has not attained the age of 55 shall occur on the date the Participant has not been employed by a Covered Employer for the entire preceding 18 months or the date his employment with Covered Employers is terminated because of death or disability. Effective November 1, 2010, the Settlement Date for a Participant who is a Collectively Bargained Employee and who has not attained the age of 55 shall occur on the date the Participant has not been employed by a Covered Employer for the entire preceding six months or the date his employment with Covered Employers is terminated because of death or disability.

(b) Non-Collectively Bargained Employees

The Settlement Date for a Participant who is a Noncollectively Bargained Employee shall occur on the date he is retired from employment with Covered Employers or on the date his employment with Covered Employers is terminated because of death or disability.

14.2 Disability

Disability means that a Participant has become totally incapacitated by bodily injury, sickness or disease so as to be prevented thereby from engaging in his employment classification in Covered Employment. Proof of disability must be filed with the NEFP and shall consist of a social security disability award or such other proof as the Trustees may require.

14.3 Distributions to Participants

A Participant whose Settlement Date occurs shall receive distribution of his vested interest in his Account in the form provided under Article XV beginning as soon as reasonably practicable following his Settlement Date or the date his application for distribution is filed with the Administrator, if later.

14.4 No In-Service Distributions

The Plan does not permit in-service distributions to Participants.

14.5 Distributions to Beneficiaries

Distributions to Beneficiaries shall be made in accordance with the Article XVI.

14.6 Involuntary Cash Outs and Participant Consent

Notwithstanding any other provision of the Plan to the contrary, if a Participant's vested interest in his Account (including any portion of the Account that is attributable to a Rollover Contribution) does not exceed $1,000, distribution of such vested interest may be made to the Participant in a single sum payment or through a direct rollover, as described in Article XVI, as soon as reasonably practicable following the date that is 18 months after the date the Participant last worked for a Covered Employer. If a Participant has no vested interest in his Account on his Settlement Date, he shall be deemed to have received distribution of such vested interest on his Settlement Date.

If a Participant's vested interest in his Account exceeds $1,000, distribution shall not commence to such Participant prior to the later of his Normal Retirement Age or the date he attains age 62 without the Participant's written consent.

14.7 Required Commencement of Distribution

Notwithstanding any other provision of the Plan to the contrary, distribution of a Participant's vested interest in his Account shall commence to the Participant no later than the earlier of:

(a) unless the Participant elects a later date, 60 days after the close of the Plan Year in which (i) the Participant's Normal Retirement Age occurs, (ii) the tenth anniversary of the year in which he commenced participation in the Plan occurs, or (iii) his Settlement Date occurs, whichever is latest; or

(b) his Required Beginning Date.

Distributions required to commence under this Section shall be made in the form provided under Article XVI and in accordance with Section 401(a)(9) of the Code, including the minimum distribution incidental benefit requirements under Section 401(a)(9)(G), as well as Sections 1.401(a)(9)-1 through 1.401(a)(9)-9 of the Treasury regulations. Notwithstanding any other provision of the Plan to the contrary, including the provisions of Section 14.7, a Participant who would otherwise be required to receive a minimum distribution from the Plan in accordance with Code Section 401(a)(9) for the 2009 calendar year is not required to receive any such distribution that is payable with respect to the 2009 calendar year. Accordingly, if the Participant commenced minimum distributions for a calendar year prior to 2009, minimum distributions will continue unless the Participant elects otherwise. However, if the distribution for the 2009 calendar year is the first minimum distribution to be made from the Plan, no minimum distribution will be made for 2009 unless the Participant elects otherwise. A Participant may elect to make a direct rollover of the portion of any distribution from the Plan that is a 2009 minimum required distribution. The foregoing provisions relating to 2009 minimum required distributions are effective for minimum

payments made for the 2009 calendar year and do not include any minimum payment that is made in 2009, but is attributable to a different year.

14.8 Reemployment of a Participant

If a Participant whose Settlement Date has occurred is reemployed in Covered Employment, he shall lose his right to any distribution or further distributions from the NEFP arising from his prior Settlement Date and his interest in the NEFP shall thereafter be treated in the same manner as that of any other Participant whose Settlement Date has not occurred.

14.9 Restrictions on Alienation

Except as provided in Code Section 401(a)(13) (relating to qualified domestic relations orders), Code Section 401(a)(13)(C) and (D) (relating to offsets ordered or required under a criminal conviction involving the Plan, a civil judgment in connection with a violation or alleged violation of fiduciary responsibilities under ERISA, or a settlement agreement between the Participant and the Department of Labor in connection with a violation or alleged violation of fiduciary responsibilities under ERISA), Section 1.401(a)-13(b)(2) of Treasury regulations (relating to Federal tax levies and judgments), or as otherwise required by law, no benefit under the Plan at any time shall be subject in any manner to anticipation, alienation, assignment (either at law or in equity), encumbrance, garnishment, levy, execution, or other legal or equitable process; and no person shall have power in any manner to anticipate, transfer, assign (either at law or in equity), alienate or subject to attachment, garnishment, levy, execution, or other legal or equitable process, or in any way encumber his benefits under the Plan, or any part thereof, and any attempt to do so shall be void.

14.10 Inability to Locate Payee

If any benefit becomes payable to any person, or to the executor or administrator of any deceased person, and if that person or his executor or administrator does not present himself to the Administrator within a reasonable period after the Administrator mails written notice of his eligibility to receive a distribution hereunder to his last known address and makes such other diligent effort to locate the person as the Administrator determines, that benefit will be forfeited. However, if the payee later files a claim for that benefit, the benefit will be restored.

14.11 Distribution Pursuant to Qualified Domestic Relations Orders

Notwithstanding any other provision of the Plan to the contrary, distribution may not be made to an alternate payee pursuant to a qualified domestic relations order, as defined in Code Section 414(p), unless the Participant's Settlement Date has occurred and the Participant is otherwise entitled to receive a distribution under the Plan.

14.12 Withholding Payment

In the event any question or dispute shall arise as to the proper person or persons to whom any payments shall be made hereunder, the Trustees may withhold such payment until there shall have been made an adjudication of such question or dispute which is satisfactory to the Trustees, or until the Trustees shall have been fully protected against loss by means of such indemnification or bond as they determine to be adequate.

ARTICLE XV
FORM OF PAYMENT

15.1 Optional Forms of Payment

(a) Automatic Benefits if No Option Elected

A Participant who is unmarried at the effective date for a benefit (as set forth in Section 15.4), and who does not elect in writing one or more of the Alternative Payment Options described in this Section 15.1, shall have his benefit paid in the form of a single life annuity. A Participant who is married at his Settlement Date, and who does not elect in writing one or more of the Alternative Payment Options described in this Section 15.1 or whose spouse does not consent to the Payment Option elected (as described in Section 15.2), shall have his benefit paid in the form of a Joint and Survivor Annuity Benefit (as described in Section 15.2). The Joint and Survivor Annuity Benefit or single life annuity shall, unless the Trustees decide otherwise, be funded by the purchase of an insurance contract which shall comply with applicable law. Notwithstanding the above, in the event the Participant's Account balance is $5,000 or less, the balance shall only be payable in a lump sum payment as set forth in Section 15.1(b).

(b) Alternative Payment Option for a Participant with an Individual Account of $10,000 or Less

A Participant whose Account balance is $10,000 or less may elect in writing (with the consent of the Participant's spouse pursuant to Section 15.2) payment of the balance in a lump sum payment. The lump sum payment shall be either paid (i) directly to the Participant or (ii) to an insurance company for an annuity purchased by the Participant. In addition, the Participant may direct that any portion of the lump sum payment be paid to an eligible retirement plan in a direct rollover pursuant to Section 15.5.

(c) Alternative Payment Options for a Participant with an Individual Account Greater than $10,000

A Participant whose Account balance is greater than $10,000 may elect in writing (with the consent of the Participant's spouse pursuant to Section 15.2) payment of the balance in one or any combination of the following options.

(i) Lump Sum Payment

The Participant may elect that any portion of his Account be paid in the form of a lump sum payment. The lump sum payment shall be either paid (i) directly to the Participant, or (ii) to an insurance company for an annuity purchased by the Participant. In addition, the Participant may direct that any portion of the lump sum

payment be paid to an eligible retirement plan in a direct rollover pursuant to Section 15.4.

(ii) Fixed Monthly Payment

The Participant may elect that any portion of his Account be paid in fixed monthly payments with the option of either a five (5) year, ten (10) year, fifteen (15) year, or twenty (20) year payout period. While a Participant is receiving a fixed monthly benefit, his Account shall continue to be annually adjusted pursuant to Article XI and the fixed monthly benefit shall be recalculated pursuant to that annual adjustment. The five (5) year fixed monthly benefit shall be paid directly to the Participant and/or to an eligible retirement plan in a direct rollover pursuant to Section 15.4. The other fixed monthly payment options shall be paid directly to the Participant. Notwithstanding the above, a Participant may not select a payout period which would violate the requirements of Section 14.6.

(iii) Lifetime Annual Withdrawal – For Participants with an Interest in the IncomeFlex Investment Fund Only

To the extent the Trustees choose to offer the IncomeFlex Investment Fund to Participants as an investment option under the Plan, a Participant whose Account has an interest in the IncomeFlex Investment Fund, or his Beneficiary, as the case may be, may elect to receive distribution of such interest in a series of cash installments over a period not exceeding the life expectancy of the Participant, or the Participant's Beneficiary, if the Participant has died, or a period not exceeding the joint life and last survivor expectancy of the Participant and his Beneficiary. Each installment shall be equal in amount except as necessary to adjust for any changes in the value of the Participant's interest in the IncomeFlex Investment Fund. The determination of life expectancies shall be made on the basis of the expected return multiples in Tables V or VI of Section 1.72-9 of the Treasury regulations and shall be calculated either once at the time installment payments begin or annually for the Participant and/or his Beneficiary, if his Beneficiary is his spouse, as determined by the Participant at the time installment payments begin.

15.2 Joint and Survivor Annuity Benefit

(a) Eligibility for Joint and Survivor Annuity Benefit

A Participant who is married at the effective date for a benefit shall receive his benefit payable as a Joint and Survivor Annuity Benefit unless the Participant elects the alternative

payment options set forth in Sections 15.1(b) or 15.1(c), and the Participant's spouse consents to such election pursuant to Section 15.2(b).

(b) Election Against Joint and Survivor Annuity Benefit.

(i) A Participant may choose to receive the alternative payment options set forth in Sections 15.1(b) or 15.1(c) if such Participant elects not to receive the Joint and Survivor Annuity Benefit and either the Participant's spouse consents in writing to such election and payment option or it is established to the satisfaction of the Trustees that such consent cannot be obtained because the Participant has no spouse, because the Participant's spouse cannot be located, or because of such other circumstances as the Secretary of the Treasury by regulations may prescribe. No less than thirty (30) days nor more than one hundred eighty (180) days before the Participant's Benefit Payment Date, the Plan shall provide the Participant written notice of the availability of the Joint and Survivor Annuity Benefit in non-technical terms, and on request, the dollar amount of the annuity payment with and without the election, and shall include a written explanation of (a) the terms and conditions of the Joint and Survivor Annuity Benefit, (b) the Participant's right to make, and the effect of, an election to waive the Joint and Survivor Annuity Benefit, (c) the rights of the Participant's spouse as to the election, (d) the rights to make, and the effect of, a revocation of such an election, and (e) upon request, a description of eligibility conditions, material features, and relative values of available optional forms of benefit. Such election shall be made within the one hundred eighty day (180) day period prior to the Participant's Benefit Payment Date and may be changed at any time and any number of times during such period. After the Participant has cashed his first benefit payment, such election cannot be made or cannot be revoked as the case may be.

(ii) Notwithstanding any provisions of this Plan to the contrary, the Participant's Benefit Payment Date for a distribution in a form other than a Joint and Survivor Annuity Benefit may be less than thirty (30) days after the receipt of the written explanation described in the notice requirements for a Joint and Survivor Annuity Benefit provided: (a) the Participant has been provided with written information that clearly indicates that the Participant has at least thirty (30) days to consider whether to waive the Joint and Survivor Annuity Benefit and elect (with spousal consent) to a form of distribution other than a Joint and Survivor Annuity Benefit; (b) the Participant is permitted to revoke any affirmative distribution election at any time prior to the Benefit Payment Date, or at any time prior to the expiration of the seven (7) day period that begins the day after the written explanation of the Joint and Survivor Annuity Benefit is provided to the Participant, if later; and (c) the Participant's Benefit Payment Date is a date after the date that the written explanation is provided to the Participant.

(iii) The effective date of the Participant's benefit may be a date prior to the date the written explanation is provided to the Participant if the distribution does not

commence until at least thirty (30) days after such written explanation is provided, and subject to the waiver of the thirty (30) day period as provided for in the above paragraph.

(iv) Accounts of $5,000 or Less

Notwithstanding any provision in this Plan, if a Participant's Account balance is $5,000 or less, the Participant shall receive a lump sum payment in accordance with Section 15.1.

(v) Payment of Joint and Survivor Annuity Benefit

A Participant whose benefit is paid in the form of a Joint and Survivor Annuity Benefit shall receive a monthly payment from the Benefit Payment Date until the month of his death. As of the month following the month of the Participant's death, if the Participant's spouse survives the Participant, such spouse shall commence receiving one-half (2) of the Joint and Survivor Annuity Benefit which had been previously payable to the Participant until the month of the surviving spouse's death. The Joint and Survivor Annuity Benefit shall be the actuarial equivalent of a single life annuity for the life of the Participant.

15.3 Change of Election

A Participant or Beneficiary who has elected the optional form of payment may revoke or change his election at any time prior to his Benefit Payment Date by filing his election with the Administrator in the form prescribed by the Administrator.

15.4 Effective Date of Benefit Payments

The effective date of a Participant's benefit under the Plan is the date for which the Participant first receives a benefit. When a Participant selects the option of receiving benefits in a fixed monthly payment, the first benefit check issued shall be retroactive to the first of the month following the later of the (a) month in which the Participant's application was received or (b) month in which the Participant became eligible for a benefit. However, in the event the Participant files an application subsequent to his eligibility for a benefit, the first benefit check issued shall at least be retroactive to a date which is not later than sixty (60) days after December 31 of the Year in which the Participant attained Normal Retirement Age or his Settlement Date occurs, whichever is latest.

15.5 Direct Rollover

Notwithstanding any other provision of the Plan to the contrary, in lieu of receiving distribution in a form of payment provided under this Article, a "qualified distributee" may elect in writing, in accordance with rules prescribed by the Administrator, to have a portion or all of any "eligible rollover distribution" paid directly by the Plan to the "eligible retirement plan" designated by the

"qualified distributee". Any such payment by the Plan to another "eligible retirement plan" shall be a direct rollover.

For purposes of this Section, the following terms have the following meanings:

(a) An "eligible retirement plan" means an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), a qualified trust described in Code Section 401(a) that accepts rollovers, an annuity contract described in Code Section 403(b) that accepts rollovers, and 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 and which agrees to separately account for amounts transferred into such plan from this Plan.

(b) An "eligible rollover distribution" means any distribution of all or any portion of the balance of a Participant's Account; provided, however, that an eligible rollover distribution does not include the following:

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

(ii) any distribution that is one of a series of substantially equal periodic payment made not less frequently than annually for the life or life expectancy of the "qualified distributee" or the joint lives or life expectancies of the "qualified distributee" and the "qualified distributee's" designated beneficiary, or for a specified period of ten years or more.

(iii) any hardship withdrawal made in accordance with the provisions of Article XIII.

(c) A "qualified distributee" means a Participant, his surviving spouse, or his spouse or former spouse who is an alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), and, subject to sub-section (d) of this Section 16.4, a nonspouse beneficiary.

(d) A distribution to a nonspouse Beneficiary upon the death of the Participant shall constitute an “eligible rollover distribution” to the extent such nonspouse Beneficiary elects to direct trustee-to-trustee transfer to an inherited individual retirement account or individual retirement annuity in accordance with Code Section 402(c)(11), applicable regulations, and other guidance of general applicability issued thereunder.

15.6 Notice Regarding Forms of Payment

No less than thirty (30) days nor more than one hundred eighty (180) days before an unmarried Participant’s Benefit Payment Date, the Administrator shall provide the Participant with a written explanation of his right to defer distribution until age 62, or such later date as may be provided in

the Plan, his right to make a direct rollover, and the forms of payment provided under the Plan. Distribution of the Participant's Account may commence fewer than 30 days after such notice is provided to the Participant if (i) the Administrator clearly informs the Participant of his right to consider his election of whether or not to make a direct rollover or to receive a distribution prior to age 62, or such later date as may be provided in the Plan, and his form of payment for a period of at least 30 days following his receipt of the notice and (ii) the Participant, after receiving the notice, affirmatively elects an early distribution.

15.7 Consent of Spouse

When consent of a spouse is required pursuant to this Article or Article XVI, the spouse of the Participant must consent in writing to the applicable election, and must acknowledge the effect of the election, and the consent and acknowledgement must be witnessed by a representative of the Plan or a notary public. In addition, the spouse's written consent must either (i) specify any non-spouse Beneficiary designated by the Participant and that such Beneficiary may not be changed without written spousal consent or (ii) acknowledge that the spouse has the right to limit consent to a specific Beneficiary, but permit the Participant to change the designated Beneficiary without the spouse's further consent. A Participant's spouse will be deemed to have given written consent to the Participant's designation of Beneficiary if the Participant establishes to the satisfaction of a Plan representative that such consent cannot be obtained because the spouse cannot be located or because of other circumstances set forth in Section 401(a)(11) of the Code and regulations issued thereunder. The consent of the spouse or reasons for not requiring such consent shall be applicable only to that spouse.

15.8 Return To Work

(a) Return to Covered Employment

If a Participant returns to Covered Employment prior to receiving distribution of the entire balance of his vested interest in his Account, his prior election of a form of payment hereunder shall become ineffective.

(b) Suspension of Benefit Payments

A Participant who is receiving a five (5), ten (10), fifteen (15), or twenty (20) year fixed monthly distribution option or the lifetime annual withdrawal option and who subsequently works for a Covered Employer for forty (40) or more Hours of Service in any calendar month (determined in accordance with Article II), shall have his benefit payments suspended for that month and any subsequent month in which the Participant completes forty (40) or more such Hours of Service. In such event, payment of benefits shall be suspended until the Participant advises the Trustees in writing that he is no longer so employed. Every Participant receiving payment of benefits must advise the Trustees in writing of any such employment which exceeds forty (40) or more Hours of Service in any calender month. If a Participant fails to so notify the Trustees and the Trustees become aware that such Participant is employed in the manner described above, the Trustees may

act on the basis of a rebuttable presumption that the Participant has completed forty (40) or more Hours of Service for that month and suspend payment of benefits for such month. A Participant who works as an instructor in an apprenticeship program recognized by the Association and the Brotherhood or as an electrical inspector for a governmental authority, where such instructors or electrical inspectors are not contributed upon, shall not have his monthly benefit suspended due to such work.

(c) Return to Covered Employment After Account Has Been Fully Distributed

A Participant who has had his Account fully distributed and who subsequently returns to Covered Employment shall be required to satisfy the eligibility requirements for participation (as set forth in Article III).

(d) Subsequent Application for Benefits

Upon the re-retirement of a Participant who has had his benefit payments suspended pursuant to Section 16.1, the Participant shall receive a benefit with a payment option of either (i) a fixed monthly payment for the remaining number of months of the payout period originally selected by the Participant, or (ii) upon the Participant's written election and consent of his spouse pursuant to Section 15.2, a lump sum payment of the entire balance of his Account paid directly to him. The Participant may direct that any portion of a five year fixed monthly benefit in (i) above or the lump sum payment in (ii) above be paid to an eligible retirement plan in a direct rollover pursuant to Section 15.5. The total amount of Contributions made on the Participant's behalf during the period of suspension shall be added to his Account.

ARTICLE XVI
BENEFICIARIES AND PAYMENT OF ACCOUNT BALANCE UPON DEATH

16.1 Designation of Beneficiary

An unmarried Participant's Beneficiary shall be the person or persons designated by such Participant in accordance with rules prescribed by the Administrator. A married Participant's Beneficiary shall be his spouse, unless the Participant designates a person or persons other than his spouse as Beneficiary with his spouse's written consent in accordance with Section 15.7. For purposes of this Section, a Participant shall be treated as unmarried and spousal consent shall not be required if the Participant is not married on his Benefit Payment Date.

If no Beneficiary has been designated pursuant to the provisions of this Section, or if no Beneficiary survives the Participant and he has no surviving spouse, then the Beneficiary under the Plan shall be determined in accordance with this Article. If a Beneficiary dies after becoming entitled to receive a distribution under the Plan but before distribution is made to him in full, and if the Participant has not designated another Beneficiary to receive the balance of the distribution

in that event, the estate of the deceased Beneficiary shall be the Beneficiary as to the balance of the distribution.

16.2 Death While Receiving a Benefit

If a Participant who has not selected the Joint and Survivor Annuity Benefit option or lifetime annuity option dies while receiving a benefit, but before his Account is fully distributed, the full value of the remainder of his Account shall be paid as follows. If the Participant is married at the time of death, the full value of the remainder of the Account shall be paid to the surviving spouse, **unless** the Participant has designated a surviving Beneficiary other than his spouse **and** the spouse has consented, in writing, to the designation of the Beneficiary, in which case the full value of the remainder of the Account shall be paid to the designated Beneficiary. If the Participant is not married at the time of his death, the full value of the remainder of his Account shall be paid to his designated Beneficiary or, if no designated Beneficiary survives the Participant, to the following persons, if living at the time of the Participant's death, in the following order of priority:

(a) the Participant's children;
(b) the Participant's parents; or
(c) the Participant's estate.

All payments shall be in the form of a lump sum payment of the full value of the remainder of the Individual Account, except that if a Participant dies while receiving a portion of his benefit in the form of the Lifetime Annual Withdrawal and the Participant is married or has a designated Beneficiary, such portion of his Account shall be paid in accordance with Section 16.5.

16.3 Death Prior to Receiving a Benefit

If a Participant dies prior to receiving a benefit, his Account shall be paid as follows:

(a) Participant Married at Time of Death.

If the Participant is married at the time of death, the full value of the Account shall be paid to the surviving spouse or a designated Beneficiary as described herein.

(i) Preretirement Surviving Spouse Benefit

The full value of the Account balance shall be paid to the surviving spouse, unless the conditions set forth in Section 16.3(a)(ii) are satisfied. The full amount of the Participant's Account balance shall be applied toward the purchase of a single life annuity on the life of the surviving spouse **unless** the surviving spouse elects, in writing, to have the full value of the Account balance distributed in the form of the lump sum payment and/or Lifetime Annual Withdrawal. Any portion of the Account to be paid in the form of the Lifetime Annual Withdrawal shall be paid in accordance with Section 16.5.

(ii) Payment to Designated Surviving Beneficiary

If the Participant has, on or after the first day of the Year in which the Participant attains the age of thirty-five (35) or anytime after the Participant has permanently ceased working in Covered Employment, elected against the Preretirement Surviving Spouse Benefit by designating a Beneficiary who survives the Participant, **and** if the surviving spouse consented, in writing, to the designation of the Beneficiary, the full value of the Account shall be paid to the designated Beneficiary. Payment to the designated Beneficiary shall be in the form of the lump sum payment and/or Lifetime Annual Withdrawal of the full value of the Account. Any portion of the Account to be paid in the form of the Lifetime Annual Withdrawal shall be paid in accordance with Section 16.5. Any election by the Participant or consent by the spouse may be changed at any time and any number of times before the Participant's death. The Plan shall provide appropriate notice to the Participant and the spouse in conformity with Section 417(a)(3)(B) of the Code and the Treasury Regulations promulgated thereunder.

(b) Participant Not Married at Time of Death

If the Participant is not married at the time of his death, the full value of his Account shall be paid to his designated Beneficiary or, if no designated Beneficiary survives the Participant, to the following persons, if living at the time of the Participant's death, in the following order of priority:

(1) the Participant's children;
(2) the Participant's parents; or
(3) the Participant's estate.

All payments to the Participant's designated Beneficiary shall be in the form of a lump sum payment of the full value of the Account, except that if a Participant dies with a designated Beneficiary and a portion of his benefit is to be paid in the form of the Lifetime Annual Withdrawal, such portion of his Account shall be paid in accordance with Section 16.5. If no designated Beneficiary survives the Participant, all payments shall be in the form of a lump sump payment of the full value of the Account.

16.4 Timing of Distribution to Beneficiaries – Lump Sum

All Accounts payable as a lump sum pursuant to this Article shall commence within a reasonable period after the Participant's death.

16.5 Timing of Distribution to Beneficiaries – Lifetime Annual Withdrawal Option

If a Participant dies prior to his Benefit Payment Date and any portion of his benefit is to be paid in the form of a Lifetime Annual Withdrawal, distribution shall commence no later than:

(a) If to a designated Beneficiary, the end of the first calendar year beginning after the Participant's death; or

(b) If to the Participant's spouse, the later of (i) the end of the first calendar year beginning after the Participant's death or (ii) the end of the calendar year in which the Participant would have attained age 70 1/2.

If a Participant dies after the date distribution of his vested interest in his Account begins under this Article in the form of a Lifetime Annual Withdrawal, but before his entire vested interest in his Account is distributed, his Spouse or designated Beneficiary, if applicable, shall receive distribution of the remainder of the Participant's vested interest in his Account beginning as soon as reasonably practicable following the Participant's date of death in a form that provides for distribution at least as rapidly as under the form in which the Participant was receiving distribution.

ARTICLE XVII
ADMINISTRATION

17.1 Construction and Determinations With Regard to Plan

The Trustees shall have full discretionary power and authority to construe and interpret the provisions of this Plan, the terms used herein, and the rules, regulations, and policies related thereto. The Trustees shall have full, discretionary, and exclusive power and authority to administer the Plan and to determine all questions of coverage and eligibility, methods of providing or arranging for the benefits specified in this Plan and all other related matters. Benefits under this Plan will be paid only if the Trustees decide in their discretion that the applicant is entitled to them. The Trustees shall not be under any obligation to pay any benefit if the payment of such benefit will result in loss of the NEFP's tax exempt status or qualified status under the applicable federal tax law. Any such determination and any such construction or interpretation issued or confirmed in writing by the Trustees shall be final and binding upon the Brotherhood, the Association, Local Unions, Local Chapters, Covered Employers, and Participants and Beneficiaries and their families, dependents and/or legal representatives. Constructions or interpretations which are not issued or confirmed in writing by the Trustees shall not be binding upon the NEFP, and, in particular, no matter respecting the Trustees' rights herein or any difference arising thereunder shall be controlled or determined by the grievance or arbitration procedure established in any local collective bargaining agreement or by any construction or determination by local collective bargaining parties. The Trustees shall delegate to the Executive Secretary-Treasurer the authority to make the initial determination of an applicant's eligibility for benefits subject to the applicant's right of appeal.

17.2 Rules, Regulations, and Policies

Pursuant to the Agreement, the Trustees are empowered and authorized to promulgate, adopt and thereafter amend or rescind any and all necessary rules, regulations, or policies which they deem needed or desirable to facilitate the proper administration of NEFP and the Plan. All such rules, regulations or policies adopted by action of the Trustees shall be binding upon the Brotherhood, the Association, Local Unions, Local Chapters, Covered Employers, and Participants and Beneficiaries and their families, dependents and/or legal representatives.

17.3 Claims Review Procedure

All claims for benefits under the Plan shall be directed to the business address of the NEFP's administrative offices, now located at 2400 Research Boulevard, Suite 500, Rockville, Maryland 20850-3266. The claims procedures shall be set forth in the Plan's summary plan description.

17.4 Qualified Domestic Relations Orders

The Trustees shall establish reasonable procedures to determine the status of domestic relations orders and to administer distributions under domestic relations orders which are deemed to be

qualified orders. Such procedures shall be in writing and shall comply with the provisions of Code Section 414(p) and regulations issued thereunder.

17.5 Actions Binding

Subject to the claims procedures provisions referenced in Section 17.4, any action taken by the Trustees which is authorized, permitted, or required under the Plan shall be final and binding upon the Covered Employers, the Brotherhood, the Administrator, all persons who have or who claim an interest under the Plan, and all third parties dealing with the Covered Employers or the Trustees.

ARTICLE XVIII
AMENDMENT AND TERMINATION

18.1 Amendment of Plan

Subject to the provisions of Section 18.2, the Trustees are authorized to amend the Plan, either prospectively or retroactively. Any such amendment shall be by written instrument executed by the Trustees.

18.2 Limitation on Amendment

The Trustees shall make no amendment to the Plan which shall decrease the accrued benefit of any Participant or Beneficiary other than as may be permitted or required by law. Nothing contained herein shall restrict the right to amend the provisions of the Plan relating to the administration of the NEFP. Moreover, no such amendment shall be made hereunder which shall permit any part of the NEFP to revert to a Covered Employer or any Related Company or be used or be diverted to purposes other than the exclusive benefit of Participants and Beneficiaries. The Trustees shall make no retroactive amendment to the Plan unless such amendment satisfies the requirements of Code Section 401(b) and/or Section 1.401(a)(4)-11(g) of the Treasury regulations, as applicable.

18.3 Termination

The Trustees reserve the right to terminate the Plan as to all Covered Employers at any time (the effective date of such termination being hereinafter referred to as the "termination date"). Upon any such termination of the Plan, the following actions shall be taken for the benefit of Participants and Beneficiaries:

(a) As of the termination date, each Investment Fund shall be valued and all Accounts and Sub-Accounts shall be adjusted in the manner provided in Article XI, with any unallocated contributions or forfeitures being allocated as of the termination date in the manner otherwise provided in the Plan. The termination date shall become a Valuation Date for purposes of Article XI. In determining the net worth of the NEFP, there shall be included as a liability such amounts as shall be necessary to pay all expenses in connection with the termination of the NEFP and the liquidation and distribution of the property of the NEFP, as well as other expenses, whether or not accrued, and shall include as an asset all accrued income.

(b) All Accounts shall then be disposed of to or for the benefit of each Participant or Beneficiary in accordance with the provisions of Article XV as if the termination date were his Settlement Date; provided, however, that notwithstanding the provisions of Article XV, if the Plan does not offer an annuity option and if neither his Covered Employer nor a Related Company establishes or maintains another defined contribution plan (other than an employee stock ownership plan as defined in Code Section 4975(e)(7)), the Participant's

written consent to the commencement of distribution shall not be required regardless of the value of the vested portions of his Account.

(c) Notwithstanding the provisions of paragraph (b) of this Section, no distribution shall be made to a Participant of any portion of the balance of his Tax-Deferred Contributions Sub-Account prior to his separation from service (other than a distribution made in accordance with Article XIII or required in accordance with Code Section 401(a)(9)) unless (i) neither his Covered Employer nor a Related Company establishes or maintains another defined contribution plan (other than an employee stock ownership plan as defined in Section 4975(e)(7) of the Code, a tax credit employee stock ownership plan as defined in Section 409 of the Code, a simplified employee pension as defined in Section 408(k) of the Code, a SIMPLE IRA plan as defined in Section 408(p) of the Code, a plan or contract that satisfies the requirements of Section 403(b) of the Code, or a plan that is described in Section 457(b) or (f) of the Code) either at the time the Plan is terminated or at any time during the period ending 12 months after distribution of all assets from the Plan; provided, however, that this provision shall not apply if fewer than two percent of the Eligible Employees under the Plan were eligible to participate at any time in such other defined contribution plan during the 24-month period beginning 12 months before the Plan termination, and (ii) the distribution the Participant receives is a "lump sum distribution" as defined in Code Section 402(e)(4), without regard to clauses (I), (II), (III), and (IV) of sub-paragraph (D)(i) thereof.

Notwithstanding anything to the contrary contained in the Plan, upon any such Plan termination, the vested interest of each Participant and Beneficiary in his Employer Contributions Sub-Account shall be 100 percent; and, if there is a partial termination of the Plan, the vested interest of each Participant and Beneficiary who is affected by the partial termination in his Employer Contributions Sub-Account shall be 100 percent. For purposes of the preceding sentence only, the Plan shall be deemed to terminate automatically if there shall be a complete discontinuance of contributions hereunder by all Covered Employers.

18.4 Reorganization

The merger, consolidation, or liquidation of any Employer with or into any other Employer or a Related Company shall not constitute a termination of the Plan as to such Employer. If a Covered Employer disposes of substantially all of the assets used by the Employer in a trade or business or disposes of a subsidiary and in connection therewith one or more Participants terminates employment but continues in employment with the purchaser of the assets or with such subsidiary, no distribution from the Plan shall be made to any such Participant from his Tax-Deferred Contributions Sub-Account prior to his separation from service (other than a distribution made in accordance with Article XIII or required in accordance with Code Section 401(a)(9)), except that a distribution shall be permitted to be made in such a case, subject to the Participant's consent (to the extent required by law), if (i) the distribution would constitute a "lump sum distribution" as defined in Code Section 402(e)(4), without regard to clauses (I), (II), (III), or (IV) of sub-paragraph (D)(i) thereof, (ii) the Employer continues to maintain the Plan after the disposition, (iii) the

purchaser does not maintain the Plan after the disposition, and (iv) the distribution is made by the end of the second calendar year after the calendar year in which the disposition occurred.

ARTICLE XIX
ADOPTION BY OTHER ENTITIES

19.1 Adoption

Subject to the consent of the Trustees, an entity may become a Covered Employer to the extent it meets such requirements as are set forth in the terms of the Plan and the Agreement.

ARTICLE XX
MISCELLANEOUS PROVISIONS

20.1 No Commitment as to Employment

Nothing contained herein shall be construed as a commitment or agreement upon the part of any person to continue his employment with a Covered Employer or as a commitment on the part of any Covered Employer to continue the employment, compensation, or benefits of any person for any period.

20.2 Benefits

Nothing in the Plan or Agreement shall be construed as giving any Participant or any other person, firm, or corporation, any legal or equitable right as against the Brotherhood, Covered Employers, their officers, employees, or directors, or as against the Trustees, except such rights as are specifically provided for in the Plan or Agreement or hereafter created in accordance with the terms and provisions of the Plan.

20.3 No Guarantees

The Covered Employers, the Administrator, and the Trustees do not guarantee the NEFP from loss or depreciation, nor do they guarantee the payment of any amount which may become due to any person hereunder.

20.4 Expenses

The expenses of administration of the Plan, including the expenses of the Administrator, shall be paid from the NEFP as a general charge thereon or, in the alternative, the Association and Brotherhood may elect to make payment. Notwithstanding the foregoing, the Trustees may direct that administrative expenses that are allocable to the Account of a specific Participant shall be paid from that Account and that the costs incident to the management of the assets of an Investment Fund or to the purchase or sale of securities held in an Investment Fund shall be paid by the Trustees from such Investment Fund.

Except as otherwise specifically provided, no action taken in accordance with the Plan shall be construed or relied upon as a precedent for similar action under similar circumstances.

20.5 Duty to Furnish Information

The Covered Employers, the Administrator, and the Trustees shall furnish to any of the others any documents, reports, returns, statements, or other information that the other reasonably deems necessary to perform its duties hereunder or otherwise imposed by law.

20.6 Merger, Consolidation, or Transfer of Plan Assets

The Plan shall not be merged or consolidated with any other plan, nor shall any of its assets or liabilities be transferred to another plan, unless, immediately after such merger, consolidation, or transfer of assets or liabilities, each Participant in the Plan would receive a benefit under the Plan which is at least equal to the benefit he would have received immediately prior to such merger, consolidation, or transfer of assets or liabilities (assuming in each instance that the Plan had then terminated).

20.7 Back Pay Awards

The provisions of this Section shall apply only to an Employee or former Employee who becomes entitled to back pay by an award or agreement of a Covered Employer without regard to mitigation of damages. If a person to whom this Section applies was or would have become an Eligible Employee after such back pay award or agreement has been effected, and if any such person who had not previously elected to make Tax-Deferred Contributions pursuant to Section 4.1 shall within 30 days of the date he receives notice of the provisions of this Section make an election to make Tax-Deferred Contributions in accordance with such Section 4.1 (retroactive to any Enrollment Date as of which he was or has become eligible to do so), then such Participant may elect that any Tax-Deferred Contributions not previously made on his behalf but which, after application of the foregoing provisions of this Section, would have been made under the provisions of Article IV shall be made out of the proceeds of such back pay award or agreement. In addition, if any such Employee or former Employee would have been eligible to participate in the allocation of Employer Contributions under the provisions of Article VI or XXII for any prior Plan Year after such back pay award or agreement has been effected, his Covered Employer shall make an Employer Contribution equal to the amount of the Employer Contribution which would have been allocated to such Participant under the provisions of Article VI or XXII as in effect during each such Plan Year. The amounts of such additional contributions shall be credited to the Account of such Participant. Any additional contributions made pursuant to this Section shall be made in accordance with, and subject to the limitations of the applicable provisions of the Plan.

20.8 Condition on Employer Contributions

Notwithstanding anything to the contrary contained in the Plan or the Agreement, any contribution of a Covered Employer hereunder is conditioned upon the continued qualification of the Plan under Code Section 401(a), the exempt status of the NEFP under Code Section 501(a), and the deductibility of the contribution under Code Section 404. Except as otherwise provided in this Section and Section 21.10, however, in no event shall any portion of the property of the NEFP ever revert to or otherwise inure to the benefit of a Covered Employer or any Related Company.

20.9 Return of Contributions to a Covered Employer

The NEFP shall be for the exclusive benefit of Participants and persons claiming under or through them. All contributions pursuant hereof shall be based on the facts then understood by the Trustees and shall be conditioned upon the initial qualification of the Agreement and Plan under Code

Sections 401 and 501(a). All such contributions shall be irrevocable and such contributions as well as the NEFP trust estate, or any portion of the principal or income thereof, shall never revert to or inure to the benefit of the Covered Employers or any Related Company except that:

(a) any contributions which are made under a mistake of fact may be returned to the appropriate Covered Employers within six months of knowledge; and

(b) any contributions made for years during which the Agreement and Plan were not initially qualified under Code Sections 401 and 501(a) may be returned to the Covered Employers within one year after the date of denial of initial qualification, but only if an application for determination was filed within the period of time prescribed under ERISA Section 403(c)(2)(B).

The Trustees shall determine, in its sole discretion, whether the contributions described above shall be returned to a Covered Employer. If any such contributions are to be returned, the Trustees shall so direct the Administrator, in writing, no later than ten days prior to the last day upon which they may be returned.

20.10 Validity of Plan; Savings Clause

The invalidity or illegality of any provision of the Plan shall not affect the legality or validity of any other part thereof. Should any provision of this Plan or in the rules, regulations, or policies adopted by the Trustees be held to be unlawful or invalid, or unlawful or invalid as to any person or instance, such fact shall not adversely affect the other provisions herein or therein contained or the application of said provisions to any other person or instance, unless such unlawfulness or invalidity shall make impossible the functioning of the NEFP, and in such case the appropriate parties shall as quickly as practicable adopt a new provisions to take the place of the unlawful or invalid provision.

20.11 Agreement

The Agreement and the trust maintained thereunder shall be deemed to be a part of the Plan as if fully set forth herein and the provisions of the Agreement are hereby incorporated by reference into the Plan.

20.12 Parties Bound

The Plan shall be binding upon the Covered Employers, all Participants and Beneficiaries hereunder, and, as the case may be, the heirs, executors, administrators, successors, and assigns of each of them.

20.13 Application of Certain Plan Provisions

For purposes of the general administrative provisions and limitations of the Plan, a Participant's Beneficiary or alternate payee under a qualified domestic relations order shall be treated as any other person entitled to receive benefits under the Plan. Upon any termination of the Plan, any such Beneficiary or alternate payee under a qualified domestic relations order who has an interest under the Plan at the time of such termination, which does not cease by reason thereof, shall be deemed to be a Participant for all purposes of the Plan. A Participant's Beneficiary, if the Participant has died, or alternate payee under a qualified domestic relations order shall be treated as a Participant for purposes of directing investments as provided in Article X.

20.14 Merged Plans

In the event another defined contribution plan (the "merged plan") is merged into and made a part of the Plan, each Employee who was eligible to participate in the "merged plan" immediately prior to the merger shall become an Eligible Employee on the date of the merger. In no event shall a Participant's vested interest in his Sub-Account attributable to amounts transferred to the Plan from the "merged plan" (his "transferee Sub-Account") on and after the merger be less than his vested interest in his account under the "merged plan" immediately prior to the merger. Notwithstanding any other provision of the Plan to the contrary, a Participant's service credited for eligibility and vesting purposes under the "merged plan" as of the merger, if any, shall be included as Eligibility and Vesting Service under the Plan to the extent Eligibility and Vesting Service are credited under the Plan. Special provisions applicable to a Participant's "transferee Sub-Account", if any, shall be specifically reflected in the Plan or in an Addendum to the Plan.

20.15 Transferred Funds

If funds from another qualified plan are transferred or merged into the Plan, such funds shall be held and administered in accordance with any restrictions applicable to them under such other plan to the extent required by law and shall be accounted for separately to the extent necessary to accomplish the foregoing.

20.16 Veterans Reemployment Rights

Notwithstanding any other provision of the Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with Code Section 414(u). In the case of 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. For benefit accrual purposes, the Plan will not treat an individual who dies or becomes subject to a disability on or after January 1, 2007, while performing qualified military service with respect to a Covered Employer as having (i) resumed employment in accordance with the individual’s reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and (ii) terminated employment on the actual

date of death or disability. For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code Section 3401(h)(2), is treated as an Employee of the Covered Employer making the payment, (ii) the differential payment is treated as Compensation, and (iii) the Plan is not treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment (provided that all Employees of the Covered Employer performing service in the uniformed services described in Code Section 3401(h)(2)(A) are entitled to receive differential wage payments (as defined in Code Section 3401(h)(2)) on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Covered Employer, to make contributions based on reasonably equivalent terms (taking into account Code Sections 410(b)(3), (4), and (5)). Notwithstanding (i) of the immediately preceding sentence, for purposes of Code Section 401(k)(2)(B)(i)(I), an individual is treated as having been severed from employment during any period the individual is performing service in the uniformed services described in Code Section 3401(h)(2)(A). If an individual elects to receive a distribution by reason of severance from employment, death or disability, the individual may not make an elective deferral or employee contribution during the 6-month period beginning on the date of the distribution.

20.17 Delivery of Cash Amounts

To the extent that the Plan requires the Covered Employers to deliver cash amounts to the Trustees, such delivery may be made through any means acceptable to the Trustees, including wire transfer.

20.18 Overpayments and Mistaken Payments

To the extent permitted by law, in the event the NEFP pays a benefit to a person who is deceased or to a person who is not eligible for such payment, or in the event the NEFP pays a benefit in excess of the amount owed, the overpayments or mistaken payments shall be a debt due and owing the NEFP from the person who received such payment and/or his estate. The Trustees are authorized, in their discretion, to deduct such overpayments or mistaken payments from any benefit payable or paid, insofar as such deduction is permitted by law.

20.19 Written Communications

Any communication among the Covered Employers, the Administrator, and the Trustees that is stipulated under the Plan to be made in writing may be made in any medium that is acceptable to the receiving party and permitted under applicable law. In addition, any communication or disclosure to or from Participants and/or Beneficiaries that is required under the terms of the Plan to be made in writing may be provided in any other medium (electronic, telephonic, or otherwise) that is acceptable to the Administrator and permitted under applicable law.

ARTICLE XXI
TOP-HEAVY PROVISIONS

21.1 Definitions

For purposes of this Article, the following terms shall have the following meanings:

The "**compensation**" of an employee means compensation as defined in Code Section 415 and regulations issued thereunder. In no event, however, shall the "compensation" of a Participant taken into account under the Plan for any Plan Year exceed the limit in effect for such Plan Year under Code Section 401(a)(17). If the "compensation" of a Participant is determined over a period of time that contains fewer than 12 calendar months, then the annual "compensation" limitation described above shall be adjusted with respect to that Participant by multiplying the annual "compensation" limitation in effect for the Plan Year by a fraction the numerator of which is the number of full months in the period and the denominator of which is 12; provided, however, that no proration is "required" for a Participant who is covered under the Plan for less than one full Plan Year if the formula for allocations is based on "compensation" for a period of at least 12 months.

The "**determination date**" with respect to any Plan Year means the last day of the preceding Plan Year, except that the "determination date" with respect to the first Plan Year of the Plan, shall mean the last day of such Plan Year.

A "**key employee**" means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the "determination date" was an officer of a Covered Employer or a Related Company having annual compensation greater than $150,000 (as adjusted under Code Section 416(i)(1) for Plan Years beginning after December 31, 2008), a 5-percent owner of a Covered Employer or a Related Company, or a 1-percent owner of a Covered Employer or a Related Company having annual compensation of more than $150,000. For this purpose, annual compensation means compensation within the meaning of Code Section 415(c)(3). The determination of who is a "key employee" will be made in accordance with Code Section 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.

A "**non-key employee**" means any Employee who is not a "key employee".

A "**permissive aggregation group**" means those plans included in each Covered Employer's "required aggregation group" together with any other plan or plans of the Covered Employer, so long as the entire group of plans would continue to meet the requirements of Code Sections 401(a)(4) and 410.

A "**required aggregation group**" means the group of tax-qualified plans maintained by a Covered Employer or a Related Company consisting of each plan in which a "key employee" participates and each other plan that enables a plan in which a "key employee" participates to meet the

requirements of Code Section 401(a)(4) or Code Section 410, including any plan that terminated within the five-year period ending on the relevant "determination date".

A "**top-heavy group**" with respect to a particular Plan Year means a "required" or "permissive aggregation group" if the sum, as of the "determination date", of the present value of the cumulative accrued benefits for "key employees" under all defined benefit plans included in such group and the aggregate of the account balances of "key employees" under all defined contribution plans included in such group exceeds 60 percent of a similar sum determined for all employees covered by the plans included in such group.

A "**top-heavy plan**" with respect to a particular Plan Year means (i) in the case of a defined contribution plan, a plan for which, as of the determination date, the aggregate of the accounts (within the meaning of Code Section 416(g) and the regulations and rulings thereunder) of key employees exceeds 60 percent of the aggregate of the accounts of all participants covered under the plan, with the accounts valued as of the most recent valuation date coinciding with or preceding the determination date, (ii) in the case of a defined benefit plan, a plan for which, as of the determination date, the present value of the cumulative accrued benefits under the plan (within the meaning of Code Section 416(g) and the regulations and rulings thereunder) for key employees exceeds 60 percent of the present value of the cumulative accrued benefits under the plan for all employees, with the present value of the cumulative accrued benefits to be determined under the accrual method uniformly used under all plans maintained by his Covered Employer or, if no such method exists, under the slowest accrual method permitted under the fractional accrual rate of Code Section 411(b)(1)(c), and (iii) any plan included in a required aggregation group that is a top-heavy group. The present values of accrued benefits and the amounts of an account balance as of a determination date shall be increased by the distributions made under the Plan, any plan aggregated with the Plan under Code Section 416(g)(2)(A)(i), and any terminated plan which, had it not been terminated, would have been aggregated with the Plan under Code Section 416(g)(2)(A)(i), during the one-year period ending on the determination date (or the five-year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death, or disability). For purposes of this paragraph, the accounts and accrued benefits of any employee who has not performed services for a Covered Employer or an Affiliated Company during the one-year period ending on the determination date shall be disregarded. A Participant's interest in the Plan attributable to any Rollover Contributions, except Rollover Contributions made from a plan maintained by a Covered Employer or a Related Company, shall not be considered in determining whether the Plan is top-heavy. Notwithstanding the foregoing, if a plan is included in a "required" or "permissive aggregation group" that is not a "top-heavy group", such plan shall not be a "top-heavy plan".

The "**valuation date**" with respect to any "determination date" means the most recent Valuation Date occurring within the 12-month period ending on the "determination date".

21.2 Applicability

The provisions of this Article XXI shall take precedence over any other provisions in the Plan with which they conflict and shall only apply to Covered Employers contributing to the NEFP on behalf of Noncollectively Bargained Employees.

21.3 Minimum Employer Contribution

For any plan year in which this Plan is determined to be a Top-Heavy Plan, in regard to a Covered Employer to which this Section 21.3 pertains and only with respect to each “non-key employee” who is a Noncollectively Bargained Employee of such Covered Employer, if the top-heavy minimum contribution and/or top-heavy minimum benefit accrual is not satisfied with respect to a Participant by the National Electrical Annuity Plan and/or the National Electrical Benefit Fund (to which a large percentage of Covered Employers must also contribute), the Covered Employer will provide under another plan of such Covered Employer any additional benefit accrual and/or contribution required to satisfy the minimum accrued benefit and/or contribution under Section 416 of the Code for such Participant.

If the Plan is determined to be a "top-heavy plan" for a Plan Year, the Employer Contributions allocated to the Account of each "non-key employee" who is a Noncollectively Bargained Employee and who is an Eligible Employee and who is employed by a Covered Employer or a Related Company on the last day of such top-heavy Plan Year shall be no less than the lesser of (i) three percent of his "compensation" or (ii) the largest percentage of "compensation" that is allocated as an Employer Contribution and/or Tax-Deferred Contribution for such Plan Year to the Account of any "key employee"; except that, in the event the Plan is part of a "required aggregation group", and the Plan enables a defined benefit plan included in such group to meet the requirements of Code Section 401(a)(4) or 410, the minimum allocation of Employer Contributions to each such "non-key employee" shall be three percent of the "compensation" of such "non-key employee". Any minimum allocation to a "non-key employee" required by this Section shall be made without regard to any social security contribution made on behalf of the non-key employee, his number of hours of service, his level of "compensation", or whether he declined to make elective or mandatory contributions.

Employer Contributions allocated to a Participant's Account in accordance with this Section shall be considered "annual additions" under Article VII for the "limitation year" for which they are made and shall be separately accounted for. Employer Contributions allocated to a Participant's Account shall be allocated upon receipt among the Investment Funds in accordance with the Participant's currently effective investment election.

APPENDIX A

Employer Group A:

Northwest Line Chapter NECA
NW Line Construction JATC
Mountain States Line JATC
IBEW Local Union 9 & Outside Contractors Health / Welfare Fund
Woodward Brothers, Inc.
Donovan Electric, Inc.
IBEW Local Union 0443
IBEW Local 0769 Pension Fund
IBEW Local 0769
IBEW Local 0022
Mahoning-Trumbull EJATC
IBEW Local Union 0130
IBEW Local Union 595
IBEW Local Union 648

Employer Group C:

Employer Group E:

Employer Group I:

Employer Group K:

Blackstone Electric

Employer Group M:

Employer Group N:

Northern NY Chapter of NECA

Employer Group P:

Omaha Electrical JATC

Employer Group R:

Orange Co. Electrical Industry Joint Apprenticeship and Training Trust