PENSION PLAN FOR THE LOCAL UNION NO. 131 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Restated Effective as of January 1, 2009

PENSION PLAN FOR THE LOCAL UNION NO. 131
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TABLE OF CONTENTS

ARTICLE 5

VALUATION

ARTICLE 6

DISTRIBUTIONS

ARTICLE 7

CLAIMS PROCEDURE

ARTICLE 8

AMENDMENT AND TERMINATION

ARTICLE 9

GENERAL PROVISIONS

ARTICLE 10

ALLOCATION RESTRICTIONS AND TOP-HEAVY RULES

ARTICLE 1

Definitions and Construction

1.1 The Plan. Effective November 1, 1971, the Michigan Chapter, National Electrical Contractors Association, Inc. (the "Association") and the Local Union No. 131, International Brotherhood of Electrical Workers (the "Union") established the Pension Plan for the Local Union No. 131 International Brotherhood of Electrical Workers (the "Plan"). Prior to January 1, 2004, the Plan was a money purchase pension plan. Effective January 1, 2004, the Plan was converted from a money purchase plan to a profit sharing plan.

Effective July 1, 2004, in recognition of the importance of retirement savings and the added benefit of tax-deferred savings, the Plan incorporates an Internal Revenue Code section 401(k) provision. The 401(k) provision allows those Participants who choose to save on a pre-tax basis, the ability to contribute amounts up to the maximum dollar amounts set by law.

The Trustees of the Plan amended and restated the Plan to comply with changes to Code section 401(a) as required under the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"), the Pension Protection Acct of 2006 ("PPA"), and subsequent legislation. The restatement of the Plan is effective as of January 1, 2009, except for those provisions which explicitly state a different effective date. Except as otherwise expressly provided, the terms of the Plan as in effect at the time an individual terminates Employment shall be controlling with respect to that individual.

Effective January 1, 2010, the Plan implemented the safe harbor requirements of Code section 401(k)(12). Also, as of that date, the Plan excluded apprentices from the 401(k) feature of the Plan.

1.2 Definitions.

(a) Account. The record of each Participant's interest in the Trust. The Account shall include four subaccounts for recordkeeping purposes: the Rollover Account (which holds Participant rollover contributions made on or after October 1, 2004, and allocable earnings), the Money Purchase Account (which holds Employer contributions attributable to employment prior to January 1, 2004, and allocable earnings), the Profit Sharing Account (which holds Employer contributions attributable to employment on and after January 1, 2004, and allocable earnings), and the Elective Contribution Account (which holds Elective Contributions made at the election of Participants on and after July 1, 2004, and allocable earnings).

(b) Association. The Michigan Chapter, National Electrical Contractors Association, Inc., which represents Employers in collective bargaining negotiations with the Union.

(c) Code. The Internal Revenue Code of 1986, as amended from time to time, and as interpreted by applicable regulations and rulings issued hereunder.

(d) Compensation. Effective January 1, 2010, except as otherwise provided, Compensation shall mean an Employee's wages from the Employer (within the meaning of Code section 3401(a)) and all other payments of compensation to an Employee, which are required to be reported on the Employee's IRS Form W-2 for income tax withholding purposes (or such other amount as required to be reported under Code sections 6041(d), 6051(a)(3) and 6052). Compensation must be determined without regard to any rules under Code section 3401(a) that limit compensation included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code section 3401(a)(2)).

(1) Exclusion of Certain Items. Compensation as defined above is reduced by reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.

(2) Inclusion of Elective Contributions. "Compensation" includes elective deferrals (as defined in Code section 402(g)(3)) and any amount which is contributed or deferred by the Employer at the election of the Employee and not includible in the gross income of the Employee by reason of Code sections 125, 132(f)(4) or 457(b).

(3) Additional Rules.

(A) Annual Compensation Limit. The annual Compensation of each Participant taken into account in determining allocations shall not exceed $200,000, as adjusted for increases in the cost of living in accordance with Code section 401(a)(17)(B). Annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan. The dollar increase in effect on January 1 of any calendar year is effective for Plan Years beginning in such calendar year.

(B) Received While a Plan Participant. For purposes of contributions pursuant to Article 4, the Administrator may uniformly

limit the period for which Compensation shall be taken into consideration to the portion of the Plan Year in which the Employee was a Participant in the Plan.

(C) Compensation Used for Testing Purposes. With respect to section 10.5 (Actual Deferral Percentage Test), Compensation be defined as in this section 1.2(f).

(D) Compensation Timing Rules. Effective January 1, 2008, Compensation paid through the Employee's final paycheck immediately following severance from Employment (within the meaning of Code section 401(k)(2)(B)(i)(I)) and within the later of 2-1/2 months after severance from Employment or the end of the limitation year that includes the date of severance from Employment shall be included in "Compensation" if the payments, absent the severance from Employment, would have been paid to the Employee while the Employee continued in Employment with the Company and are regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation.

Effective January 1, 2009, Compensation shall include differential wage payments (as defined in Code section 3401(h)(2)) to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code section 414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service

Compensation shall exclude all other payments if paid after severance from Employment, even if paid within the time period referenced above. Prior to January 1, 2010, Compensation shall mean the total wages paid by Employers to a Participant during a Plan Year. Total wages shall include elective deferrals as defined in Code section 402(g)(3) and any amount which is contributed or deferred by an Employer at the election of the Employee and not includible in the gross income of the Employee by reason of Code sections 125, 457 or 132(f)(4). The annual Compensation of each Participant taken into account for determining all benefits provided under the Plan for any Plan Year shall not exceed the annual compensation limit pursuant to Code section 401(a)(17). The annual compensation limit shall be adjusted annually for increases in the cost of living by the Secretary of the Treasury or his delegate. The annual compensation limit is $160,000 for 1997, as adjusted for increases in the cost of living in accordance with Code section 401(a)(17)(B). Effective January 1, 2002, the annual compensation limit is $200,000, as adjusted for increases in the cost of living in accordance with Code section 401(a)(17)(B).

(e) Disability. A physical or mental condition which, in the judgment of the Trustees, will totally and presumably permanently prevent an Employee from performing his usual and customary duties as an Employee.

(f) Effective Date. November 1, 1971.

(g) Elective Contributions. Elective Pretax Contributions or Catch-up Contributions, as defined below:

(1) Employer contributions made to the Plan at the election of the Participant on a pre-tax basis pursuant to the cash or deferred arrangement of section 4.3 which would otherwise be payable to the Participant in cash.

(2) Catch-up Contributions. Elective Pretax Contributions made pursuant to section 4.3 of the Plan and in excess of an otherwise applicable Plan limit as defined in section 4.3.

(h) Employee. Any person who has an employer-employee relationship with an Employer but not including any person who is prohibited by law from being covered under the Plan or whose inclusion would cause the Plan to lose its tax-exempt status.

(i) Employer. Any employer which:

(1) On or after the Effective Date of this Plan is bound by a collective bargaining or other written agreement with the Union or the Trustees requiring the employer to make periodic contributions to the Plan;

(2) Is accepted for participation in the Plan by the Trustees to the extent required in Article 2; and

(3) Makes contributions to the Plan as required by the agreement providing for such contributions.

The term "Employer" may also include the Union if such organization becomes obligated pursuant to a Participation Agreement with the Trustees to contribute to the Plan on behalf of its employees on substantially the same basis upon which other participating Employers are contributing to the Plan, is accepted for participation in the Plan by the Trustees and makes contributions to the Plan as required by the Participation Agreement. The Union shall not in any event participate in the selection or replacement of Employer Trustees or have any vote as an Employer on any matter.

If an Employer has more than one place of business, the term "Employer" shall only apply to the place or places of business covered by a collective bargaining agreement requiring contributions to the Plan.

(j) Employment. Employment with an Employer.

(k) ERISA. The Employee Retirement Income Security Act of 1974, as amended from time to time, and interpreted by applicable regulations and rulings.

(l) Income. The net gain or loss of the Trust from investments including, but not limited to, interest, dividends, rents, profits, realized and unrealized gains and losses of the Plan or Trust paid from the Trust. To determine the Income of the Trust for any period, the Trustees shall value the Trust on the basis of its assets' fair market value.

(m) Participant. Any Employee for whom a contribution is required to the Plan.

(n) Participation Agreement. An agreement in form and content acceptable to the Trustees which evidences the commitment of the signatory thereto to be bound by the provisions of the Plan and the Pension Plan for the Local Union No. 131 International Brotherhood of Electrical Workers Trust Agreement.

(o) Plan. Pension Plan for the Local Union No. 131 International Brotherhood of Electrical Workers, the plan set forth herein, as amended from time to time.

(p) Plan Year. The Plan's fiscal year, which shall be the 12-month period ending on each December 31.

(q) Trust. The assets of the Plan held in trust by the Trustees.

(r) Trust Agreement. The agreement pursuant to which the Trust is established and maintained and the Plan is administered by the Trustees.

(s) Trustees. Those persons who have the authority to control and manage the operation and administration of the Plan and who also have authority to control and manage the Trust.

(t) Union. Local Union No. 131, International Brotherhood of Electrical Workers, or the successor by consolidation or merger of such local.

(u) Valuation Date. The last day of the Plan Year and each business day of such Plan Year or such other dates as the Trustees determine for the purpose of valuing the Plan pursuant to Article 4.

1.3 Construction. Except to the extent preempted by ERISA, the laws of the State of Michigan, as amended from time to time, shall govern the construction and application of the Plan. Words used in the masculine gender shall include the feminine and words in the singular shall include the plural, as appropriate. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall refer to the entire Plan, not to a particular section. Any mention of "Articles," "sections" and subdivisions thereof, unless stated specifically to the contrary, refers to Articles, sections or subdivisions thereof in the Plan. All references to statutory sections shall include the section so identified, as amended from time to time, or any other statute of similar import. If any provision of the Code or ERISA render any provision of this Plan unenforceable, such provision shall be of no force and only to the minimum extent required by such law.

ARTICLE 2

Employer Participation in the Plan

2.1 Participating Employers. All Employers that are bound by the terms and conditions of a collective bargaining agreement between the Association and the Union requiring contributions to the Plan as of January 1, 1989 shall be deemed to be Employers in this Plan and shall be deemed to have been accepted for participation by the Trustees.

2.2 Acceptance of Other Employers. Any Employer which is not bound by a collective bargaining agreement between the Association and the Union requiring contributions to the Plan as of January 1, 1989 may only become an Employer if the Trustees approve its participation in the Plan.

ARTICLE 3

Eligibility and Participation

3.1 Commencement of Participation. An Employee shall become a Participant on his first day of Employment for which an Employer is obligated to make contributions to the Plan on his behalf, provided, however, that effective January 1, 2010 an Employee who is classified as an apprentice under the collective bargaining agreement shall not be eligible to make Elective Deferrals.

3.2 Termination of Participation. A Participant shall cease participation in the Plan on the first day of the month following the Participant's termination of Employment for which an Employer is obligated to make contributions to the Plan on his behalf and shall be deemed to be a former Participant.

3.3 Reemployment. A former Participant shall resume participation in the Plan on his return to Employment for which an Employer is obligated to make contributions to the Plan on his behalf.

ARTICLE 4

Contributions and Vesting

4.1 Employer Contributions. Each Employer shall contribute to the Trust the amount required by the collective bargaining agreement for each of its Employees for whom such contributions are required. Each Employer contribution shall be accompanied by a written report in such form as the Trustees may require, indicating the following:

(a) The amount of the contribution;

(b) The names and Social Security numbers of all Employees for whom a contribution is being made;

(c) The portion of the Employer's contribution made on behalf of each such Employee; and

(d) Any other information reasonably required by the Trustees.

Effective January 1, 2010, the Employer contribution shall be a safe-harbor non-elective contribution (within the meaning of Code section 401(k)(12)) with respect to all Employees other than those classified as apprentices. Apprentices shall be eligible to receive an Employer contribution in the amount required by the applicable collective bargaining agreement, but such contribution shall not be a safe-harbor contribution. At least 30 days, but not more than 90 days, before the beginning of a Plan Year, the Trustees shall provide each Employee a comprehensive notice of the Employee's rights and obligations under the Plan, written in a manner calculated to be understood by the average Employee. If an Employee becomes eligible after the 90th day before the beginning of the Plan Year and does not receive the notice for that reason, the notice shall be provided no more than 90 days before the Employee becomes eligible and not later than the date the Employee becomes eligible.

4.2 Allocation of Employer Contributions. Each Employer contribution shall be allocated to the Account of the Participant on whose behalf the contribution was made. A Participant shall only be entitled to receive an allocation of the Employer contribution for those periods of employment for which his Employer actually makes a contribution to the Plan on his behalf. If an Employer is delinquent and fails to make a contribution to the Plan that the Employer was required to make on behalf of a Participant, and the Plan is unable

to collect the delinquent amounts, then such delinquency shall not affect or impact the Accounts of Participants not employed by the delinquent Employer.

4.3 Elective Contributions. Effective January 1, 2010, an Employee classified as an apprentice under the collective bargaining agreement shall not be eligible to make Elective Deferrals. An Employer shall contribute a Participant's Elective Contributions to the Plan. Elective Contributions must be deferred before becoming currently available to the Participant. Elective Contributions may be contributed to the Plan only if the amounts would have been received in cash by the Participant in the Plan Year or are attributable to services performed by the Participant in the Plan Year, and but for the Participant's election, would have been received within 2-1/2 months following the end of the Plan Year.

(a) Enrollment. Participants may enroll to make Elective Contributions effective as of the first day of any Plan Year quarter.

A Participant shall enroll, in a manner approved by the Trustees, by directing his Employer to make Elective Contributions. A Participant's election authorizing Elective Contributions will remain in effect until amended or discontinued.

(b) Amount. A Participant's Elective Contributions for a Plan Year under this Plan and all other cash or deferred arrangements of an Employer shall be made in specific dollar amounts per hour (or such other amount authorized by the Trustees), not to exceed the dollar limitation of Code section 402(g) as in effect for such calendar year or such limit imposed by the collective bargaining agreement covering such Participant. Such amounts may be limited pursuant to section 10.5 below.

(c) Allocation. The Trustees shall allocate Elective Contributions to the Elective Contribution Accounts of the Participants for whom such contributions were made.

(d) Revoking an Election to Contribute. A Participant may revoke his election to make Elective Contributions effective as of the first day of any pay period that the Participant's revocation can be processed or such other dates as determined by the Trustees. A Participant's election to revoke shall be made at such time and in a manner approved by the Trustees.

(e) Election to Change Contribution Amount. A Participant may increase or decrease the amount of his Elective Contributions effective as of any enrollment date provided in paragraph (a) above or such other

dates as determined by the Trustees. A Participant's election to change his Elective Contributions shall be made at such time and in a manner approved by the Trustees.

(f) Return of Excess Deferrals. A Participant may notify the Trustees that the Participant has made excess deferrals for a calendar year. The Trustees shall direct the distribution to the Participant of the amount of any excess deferrals allocable to the Plan, plus or minus any Income allocable to the excess deferrals up to the close of the calendar year in which the deferrals were made. Distribution of excess deferrals shall occur by the April 15 immediately following the close of the calendar year in which the excess deferrals were contributed to the Plan. The amount of "excess deferrals" for any calendar year shall equal (1) the sum of amounts contributed to the Plan as Elective Contributions on behalf of the Participant plus amounts deferred by the Participant pursuant to other arrangements described in Code sections 401(k), 408(k), 402(h)(1)(B), 408(p)(2) and 403(b), minus (2) the Code section 402(g) limit in effect for such year.

Income allocable to excess deferrals shall be determined under any reasonable method used for allocating Income to all Participants' Accounts as applied consistently to all Participants for the Plan Year. The Trustees may determine Income by multiplying Income allocable to the Participant's Elective Contribution Account for the calendar year by a fraction, the numerator of which is such Participant's excess deferrals for the year and the denominator of which is the Participant's Account balance attributable to Elective Contributions as of the beginning of the calendar year plus the Participant's Elective Contributions for the calendar year.

For the Plan Year beginning in 2007 only, excess deferrals must also be adjusted for Income during the gap period determined in accordance with the preceding paragraph by substituting the Income for the calendar year and the gap period for the Income from just the calendar year, and by substituting contributions for the calendar year and gap period for contributions for just the calendar year. "Gap period" shall mean the period beginning on the first day of the taxable year immediately following the taxable year in which the excess deferrals were allocated and ending on the date of distribution. Instead of determining Income for the gap period pursuant to the preceding sentence, the Administrator may determine that Income for the gap period is equal to 10% of the Income allocated to excess deferrals for the calendar year as determined above, multiplied by the number of whole calendar months between the end of the calendar year and the date of distribution, counting the month of distribution, if distribution occurs after the 15th of such month. A Plan will not be considered to fail to use a reasonable method for computing Income merely because such

Income is determined on a date that is no more than seven days before the distribution.

(g) Catch-up Contributions. The above notwithstanding, effective July 1, 2005, a Participant shall be eligible to make catch-up contributions in accordance with, and subject to, the limitations of Code section 414(v) provided the Participant is:

(1) Eligible to make elective contributions under the Plan; and

(2) At least age 50 prior to the end of the Plan Year.

The Administrator shall not take such catch-up contributions into account for purposes of determining the required limitations of Code section 402(g) or Code section 415 as described in section 10.1 of the Plan. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Code sections 401(k)(3), 401(k)(11), 401(k)(12), 410(b) or 416, as applicable, by reason of the making such catch-up contributions.

4.4 Return of Contributions. The Trustees may return Employer contributions made to the Plan in the following circumstances:

(a) All Employer contributions to the Plan are conditioned upon an Employer obtaining a deduction pursuant to Code section 404(a) in an equal amount for the Employer's taxable year ending with or within the Plan Year for which the contribution is made. If all or any portion of the Employer's contribution is not deductible for such year pursuant to Code section 404(a), the Trustees may return the nondeductible amount to the Employer within one year of the disallowance of the deduction by the Internal Revenue Service.

(b) The Trustees may return to an Employer any contribution made due to a mistake of fact provided the Trustees determine that such mistake existed at the time of the contribution. The Trustees may only return a contribution pursuant to this subsection (b) within six months of the date the Trustees determine that the contribution was made due to a mistake of fact.

4.5 Vesting. A Participant's interest in his Account shall be fully vested and nonforfeitable at all times.

4.6 Military Service. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified

military service will be provided in accordance with Code section 414(u) and, effective January 1, 2009, the applicable provisions of the Heroes Earnings Assistance and Tax Relief Act of 2008 (the "HEART Act").

(a) Definitions. For purposes of this military service section:

(1) Service. Means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duties.

(2) Uniformed Services. Mean the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training or full-time National Guard duty, the commissioned corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or emergency.

(b) Character of Service. A Participant is not entitled to benefits under this section if service terminates for: (1) separation of the Participant from uniformed service with a dishonorable or bad conduct discharge; (2) a separation of the Participant from uniformed service under other than honorable conditions; or (3) for any other reason allowed under USERRA.

(c) Notification Requirements When Entering Service. On entering the service, where possible, a Participant shall provide written notice which shall include the Participant's and dependent's names and social security numbers, date of employment termination, branch of service, anticipated reemployment date and mailing address. A Participant shall notify the Plan Administrator within seven days of any change of address.

(d) Eligibility for Pension Benefits. A Participant who separated from employment by reason of service in the uniformed services shall be entitled to pension benefits under this section if: (1) the Participant has given advanced written notice of such service to the Participant's Employer or the Trustees where possible; (2) the cumulative length of absence and any previous absences from a position of employment with that Employer by reason of service in the uniformed services does not exceed five years; and (3) the Participant reports to or submits an application for reemployment to such Employer and such Employer is not excused from reemploying the Participant under USERRA.

For service of less than 31 days, a Participant must apply for reemployment with his Employer or with a signatory employer at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe transportation plus an eight hour rest period.

For service of 31 days or more but less than 181 days, a participant must apply for reemployment with his employer or a signatory employer within 14 calendar days after his release from service.

For service over 180 days, a Participant must apply for reemployment with his Employer or a signatory employer within 90 calendar days after his release from service.

The above time limits will be strictly enforced.

(e) Evidence of Eligibility. No Participant shall receive pension benefits for service unless the Participant provides documentation to establish that: (1) the Participant's application is timely; (2) the Participant has not exceeded the service time limitations set forth above. A Participant must provide a copy of the Participant's discharge papers which show the date of induction or enlistment, the date of discharge and whether the discharge was honorable.

(f) No Break in Service. A Participant reemployed under this section shall not be treated as having incurred a break in service by reason of the Participant's service. Each period served by a Participant in the service shall, upon reemployment, be deemed to constitute service under this Plan for the purpose of determining nonforfeitability of accrued benefits and the accrual of benefits under the Plan. Upon reemployment, the accrual of benefits under the Plan shall not include earnings and forfeitures during service.

(g) Employer Obligation. An Employer who reemploys a Participant under this section shall, within 30 days after the date of such reemployment, provide information in writing of such reemployment to the Trustees.

(h) Hours Credited in Service. On reemployment under this section, the Participant shall immediately be credited with hours worked as determined below at the rate the Participant would have received but for the period of service. The hours credited for each month in service shall equal the average number of hours worked per month for a time period equal to the time spent in

service but immediately preceding the service. If the months spent in service exceed the number of months actively at work, a Participant shall be credited with the average number of hours worked per month while actively at work.

(i) Liability for Service Funding. The Plan shall treat the cost of military service pension benefits as a Plan expense; that is, the cost shall be subtracted from Income before Income is allocated to individual Accounts. In the event the cost is greater than Income for a given Plan Year, a pro rata amount shall be deducted from other Participants' Accounts based on the amount contributed for the given Plan Year.

4.7 Rollover Contributions. Effective October 1, 2004, any Participant may, with the approval of the Trustees, directly transfer to the Plan any portion of an eligible rollover distribution or a rollover contribution which he received personally (either directly from a qualified plan or as a rollover from an individual retirement account or annuity). Amounts not transferred in a direct rollover must be deposited in the Plan within the time limits required by law. An "eligible rollover distribution" will be determined under Code section 402(c)(4). The Trustees may require such documentation and information as they deem necessary to determine whether the rollover contribution is valid and may refuse to accept the contribution.

The rollover contribution will be allocated to a Rollover Account established for the Participant pursuant to the terms of the Plan.

If a rollover contribution is later determined by the Trustees to have been an invalid rollover contribution, the Trustees shall distribute to the Participant the amounts held in Trust attributable to the rollover contribution.

ARTICLE 5

Valuation

5.1 Allocation of Income to Non-Participant Directed Accounts. As of each Valuation Date and prior to allocating contributions, the Trustees shall allocate the adjusted Income earned since the last Valuation Date to any non-participant directed Accounts. Allocations shall be made pro rata in relation to the value of the non-participant directed Accounts so that the total value of such Accounts equals the adjusted net worth of the Trust Fund. A "non-participant directed Account" is a Participant's Account which the Participant is not directing the investment thereof pursuant to section 9.14.

(a) The "adjusted Income" is:

(1) The Income earned since the last Valuation Date;

(2) Less Income earned since the last Valuation Date on Accounts which the Participant is directing investment pursuant to section 9.14.

(b) The "value of the non-participant directed Accounts" is the value of each non-participant directed Account as of the last Valuation Date plus, for the purpose of valuing each Account for the allocation of Income only and as of the current Valuation Date, one-half of the Employer contributions to be allocated to such Account for the period subsequent to the preceding Valuation Date.

(c) The "adjusted net worth" of the Trust Fund is the value of all assets of the Plan at their fair market value as of the current Valuation Date plus, for the purpose of valuing each Account for the allocation of Income only and as of the current Valuation Date, one-half of the Employer contributions to be allocated to each non-participant directed Account for the period subsequent to the preceding Valuation Date.

5.2 Allocation of Income to Participant Directed Accounts. The Trustees shall value a Participant's participant directed Account as of each Valuation Date in accordance with the income accounting applicable to each investment fund in which the assets of the Account are invested and adjust the Account to reflect applicable expenses and all other transactions since the preceding Valuation Date. A "participant directed Account" is a Participant's Account which the Participant is directing the investment thereof pursuant to section 9.14.

ARTICLE 6

Distributions

6.1 Commencement of Retirement Benefits.

(a) No Payment Before Termination of Employment. As to any Participant, distribution may not occur prior to the termination of his Employment. Effective January 1, 2009, a Participant who is on active military duty for a period of 30 or more days can be treated as severed from Employment for purposes of requesting a distribution of his or her Elective contributions provided, however, that a Participant who receives a distribution pursuant to this sentence shall not be permitted to make Elective Contributions during the six-month period immediately following the date of distribution.

(b) Payment Due To Termination of Employment. If a Participant's Employment terminates, then the Participant shall be eligible to receive a distribution of his Account pursuant to the following rules:

(1) Accounts of $5,000 or Less and 12-Month Lapse in Contributions.

(A) $1,000 or Less—Mandatory Distribution. If a Participant's Account equals $1,000 ($5,000 for distributions prior to March 28, 2005) ($3,500 prior to 1998) or less prior to the commencement of distribution, then the Participant shall receive a distribution of his Account, regardless of his age, if he has terminated Employment and no Employer makes a contribution to the Plan on the Participant's behalf for a period of 12 consecutive months following the Participant's termination of Employment. Distribution shall be made as soon as administratively feasible immediately subsequent to the 12-month lapse in contributions.

(B) Between $1,000 and $5,000—Optional Distribution. If a Participant's Account exceeds $1,000 but does not exceed $5,000 prior to the commencement of distribution, then the Participant may elect to receive a distribution of his Account, regardless of his age, if he has terminated Employment and no Employer makes a contribution to the Plan on the Participant's behalf for a period of 12 consecutive months following the Participant's termination of Employment. Distribution shall be made as soon as administratively feasible subsequent to the Participant's election following the 12-month lapse in contributions.

(2) Disability. If a Participant terminates Employment as a result of a Disability, he may elect to receive distribution of his Account immediately by submitting a written election to the Trustees. Distribution shall be made as soon as administratively feasible following receipt of the written application.

(3) Normal Retirement Age. A Participant may elect to receive distribution of his Account if he has terminated Employment and attained age 55. Upon his election, distribution shall commence as soon as administratively feasible subsequent to the date the eligible Participant submits an application.

(c) Latest Payment Date. Anything herein to the contrary notwithstanding, distribution shall commence no later than the Participant's "required beginning date" pursuant to section 6.5 below.

(d) Required Distributions. Unless the Participant elects otherwise, distribution of the Participant's Account will begin no later than the 60th day after the latest of the close of the Plan Year in which:

(1) The Participant attains age 55;

(2) Occurs the tenth anniversary of the year in which the Participant commenced participation in the Plan; or

(3) The Participant terminates employment with the Employer.

Notwithstanding the foregoing, the failure of a Participant and spouse, if any, to consent to a distribution while a benefit is immediately distributable, within the meaning of section 6.1(b) of the Plan, shall be deemed to be an election to defer commencement of payment of any benefit sufficient to satisfy this section 6.1(d).

6.2 Method of Payment.

(a) Accounts of $1,000 or Less. If the Account payable to a Participant or beneficiary does not exceed $1,000 ($5,000 for distributions prior to March 28, 2005) ($3,500 prior to 1998) at any time prior to the commencement of distributions, or at the time of any prior distribution, then payment shall be made in a single lump sum, unless the Participant (or the spouse of a deceased Participant) elects a direct rollover within 30 days of being notified of his or her right to a direct rollover.

(b) Accounts of More Than $1,000. Distribution of a Participant's Account that exceeds $1,000 ($5,000 for distributions prior to March 28, 2005) ($3,500 prior to 1998) at any time prior to the commencement of distributions, or at the time of any prior distribution, shall be made as follows:

(1) Married Participants. Unless a Participant elects an optional form of benefit pursuant to paragraph (3) below, the Account of a Participant married at the time of the commencement of distributions shall be distributed in the form of a qualified joint and survivor annuity. "Qualified joint and survivor annuity" means a single-premium nontransferrable annuity contract purchased from a legal reserve life insurance company which pays a monthly benefit for the life of the Participant and a survivor annuity for the life of the Participant's surviving spouse equal to 50% of the monthly benefit payable during the joint lives of the Participant and spouse. The Trustees shall use the balance in the Participant's Account upon the commencement of distributions to purchase such qualified joint and survivor annuity. The survivor benefit under the qualified joint and survivor annuity will be payable solely to the spouse to whom the Participant was married as of the annuity starting date (as defined in section 6.2(c) below). In order to be eligible to receive the survivor benefit under the qualified joint and survivor annuity, a Participant's spouse must have been married to the Participant throughout the one-year period ending on the Participant's annuity starting date. For purposes of the preceding sentence, a Participant and his spouse shall be treated as having been married throughout the one-year period ending on the Participant's annuity starting date, even though they are married to each other for less than one year before the annuity starting date, if they remain married to each other for at least one year. If the Participant and his spouse do not remain married for at least one year, the Plan shall treat the Participant as having not been married on the annuity starting date. In such event, the Participant's former spouse shall lose any survivor benefit rights under the Plan, and the Participant's benefit form (and the amount of his benefit) shall not be adjusted.

(2) Unmarried Participants. Unless a Participant elects an optional form of benefit pursuant to paragraph (3) below, the Account of a Participant not married at the commencement of distributions shall be distributed in the form of a single life annuity contract. "Single life annuity contract" means a single-premium nontransferable annuity contract purchased from a legal reserve life insurance company which pays a monthly benefit for the life of the Participant. The Trustees shall use the balance in the Participant's Account upon the commencement of distributions to purchase such life annuity contract.

(3) Optional Benefit Forms. In lieu of the normal form of benefit required by paragraphs (1) and (2) above, a Participant may elect distribution of his Account in one of the following forms:

(A) Lump Sum. A single lump sum payment.

(B) 75% Spouse Joint and Survivor Annuity. A single-premium nontransferable annuity contract purchased from a legal reserve life insurance company which pays an income payable monthly to the Participant for his lifetime with an amount equal to 75% of such monthly benefit to be paid to the Participant's surviving spouse for such spouse's lifetime after the Participant's death. The Trustees shall use the balance in the Participant's Account upon the commencement of distributions to purchase such annuity.

(C) 100% Spouse Joint and Survivor Annuity. A single-premium nontransferable annuity contract purchased from a legal reserve life insurance company which pays an income payable to the Participant for his lifetime with an amount equal to 100% of such monthly benefit to be paid to the Participant's surviving spouse for such spouse's lifetime after the Participant's death. The Trustees shall use the balance in the Participant's Account upon the commencement of distributions to purchase such annuity.

(D) Other Annuity Form. A single-premium nontransferable annuity contract purchased from a legal reserve life insurance company that provides for payments to the Participant or the Participant and a designated beneficiary, provided that such payments cannot extend beyond the life expectancy of the Participant (or the joint life expectancies of the Participant and his designated beneficiary, if applicable).

(E) Installments. If a Participant is between the ages of 55 and 59-1/2, he may elect equal annual installments payable until he attains age 59-1/2, at which time the remaining Account balance will be paid to him in a single lump sum or a direct rollover, as he elects at that time.

(c) Election Period for Optional Benefit Form. A Participant may elect to receive an optional form of benefit and may revoke any such election at any time within the 180-day period (prior to January 1, 2007, 90-day period) immediately preceding the annuity starting date. The "annuity starting date" is the first day of the first period for which an amount is paid as an annuity or any other form. Such election shall be in writing on forms approved by, and filed with, the Trustees and (1) both the Participant's waiver of the qualified joint and survivor annuity (and any required spousal consent thereto) must specifically

indicate the particular payment option selected by the Participant and the alternate beneficiary, and (2) shall contain the consent of the Participant's spouse, if any. Such spousal consent shall be in writing, witnessed by a Plan representative or notary public and filed with the Trustees. A Participant may revoke any payment option selected during the election period by filing a subsequent written election, with spousal consent if necessary, prior to the end of the election period.

(d) Benefit Information. Not less than 30 days and not more than 180 days (90 days for Plan Years prior to January 1, 2007) prior to the date a married Participant's Account becomes payable, the Trustees shall furnish the Participant with information concerning the qualified joint and survivor annuity benefit form and his right to request optional benefit forms from the Plan. Such information shall contain a written explanation of (1) the terms and conditions of the qualified joint and survivor annuity, (2) the Participant's right to request an optional benefit form and the material features and relative financial values of the optional forms of benefit, (3) the necessity for the Participant's spouse to consent to the election of an optional benefit form and (4) the Participant's right to revoke an election of an optional benefit form and the effect of such revocation and (5) the Participant's right to a direct rollover in accordance with Code section 402(f), as described immediately below. For any distribution notice issued on and after January 1, 2007, the description of a Participant's right, if any, to defer receipt of a distribution also will describe the consequences of failing to defer receipt of the distribution. A Participant's Account may be distributed before 30 days have passed after the information was provided if: (1) the information clearly states that the Participant has a right to a period of 30 days after receiving the information to decide whether to elect a distribution, (2) the Participant, after receiving such information, affirmatively elects a distribution and (3) the distribution is made at least seven (7) days after the Participant receives the information.

(e) Direct Rollovers.

(1) General. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover; provided, however, that if a Participant elects a direct rollover as to only a portion of his distributable Account, the amount to be paid in a direct rollover must equal at least $500.

(2) Eligible Rollover Distribution. An eligible rollover distribution is any distribution of all or any portion of the balance to the

credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(3) Eligible Retirement Plan. An eligible retirement plan is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, or a qualified trust described in section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. Effective for distributions made on or after January 1, 2002, an "eligible retirement plan" shall also mean an annuity contract described in Code section 403(b) 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. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Code section 414(p).

An eligible retirement plan shall mean a Roth IRA described in Code section 408A provided that eligible rollover distributions made on or after January 1, 2008 are subject to the adjusted gross income limits of Code section 408A(c)(3)(B), as applicable, and the distribution rules of Code section 408A(d)(3).

(4) Distributee. A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. Notwithstanding any other provision to the contrary, effective for the distributions made on and after January 1, 2008, a distributee includes the Participant's nonspouse designated beneficiary in accordance with section 6.4 of the Plan.

(5) Direct Rollover. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(6) Non-Spouse Beneficiary Rollovers. Effective January, 2008, if a beneficiary designated pursuant to Section 6.4 is an individual other than the surviving spouse of the Participant, the beneficiary may elect a direct rollover, provided that the distributed amount is an eligible rollover distribution without regard to the requirement that the recipient of the distribution be a Participant. The direct rollover must be made to an individual retirement plan described in Code section 408(a) or (b) (an "IRA") that is established for the purpose of receiving the distribution on behalf of the beneficiary and will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11). If the amount distributed from the Plan is received by the beneficiary, the distribution is not eligible for rollover. Prior to January 1, 2010, distributions made pursuant to this paragraph shall not be subject to the direct rollover requirements of Code section 401(a)(31), the notice requirements of Code section 402(f) or the mandatory withholding requirements of Code section 3405(c). The Trustees shall administer rollovers for non-spouse beneficiaries in accordance with all applicable law and guidance.

6.3 Changes in Payments. A Participant or beneficiary may not change the form of payment once payments have begun.

6.4 Death Benefits. The Account of a deceased Participant shall be distributed in accordance with Code section 401(a)(9) and applicable regulations.

(a) Distribution to a Beneficiary. The Plan shall distribute the Account of a deceased Participant to the beneficiary identified in the beneficiary designation in effect at the time of death or, if no such designation exists or if the designated beneficiary is deceased, to the Participant's surviving spouse or, if none, to his issue per stirpes or, if none, to his next of kin determined pursuant to the laws of Michigan as if the Participant had died unmarried and intestate. Distribution shall commence, upon the beneficiary's election, within a reasonable time after the Participant's death. Each Participant may designate in writing on forms approved by, and filed with, the Trustees, one or more beneficiaries to receive payment of his Account and may, in addition, name a contingent beneficiary.

The beneficiary as to the Account of a Participant married at the time of death shall be his surviving spouse, unless the Participant's spouse consents to the designation of an alternative beneficiary or the spouse cannot be located. Spousal consent shall be in writing acknowledging the effect of such election and witnessed by a Plan representative or notary public. Any change in, or revocation of, the Participant's designated beneficiary shall again require spousal consent unless the earlier consent of the spouse expressly permitted

subsequent designations without further spousal consent. The death benefit shall be made available to the surviving spouse within a reasonable time after the Participant's death and in no event later than the earliest date benefits would be payable to the Participant if his Employment terminated on the date of his death for a reason other than death.

In addition to the above, effective February 13, 2009, in the event a married Participant designates his or her spouse as a beneficiary, and that marriage is legally terminated by divorce or legal separation, then any prior beneficiary designation naming the former spouse as beneficiary shall automatically be null and void. If the Participant desires to again designate the former spouse as beneficiary, the Participant must complete and submit a new beneficiary designation form after the marriage is legally terminated, listing such former spouse as beneficiary. Further, a qualified domestic relations order can specifically provide for the former spouse, as an alternate payee, to be named a beneficiary.

(b) Form of Death Benefit. The only form of death benefit provided to a beneficiary other than the surviving spouse of a married Participant shall be a lump sum payment. The normal form of death benefit provided to the surviving spouse of a Participant married for at least one year whose Account exceeds $1,000 ($5,000 prior to March 28, 2005) shall be a monthly annuity for the life of the spouse which is purchased with the Participant's Account. Alternatively, the surviving spouse may elect in writing on forms approved by, and filed with, the Trustees, payment in any optional benefit form available under the Plan. Notwithstanding the above, if the Participant's Account does not exceed $1,000 ($5,000 prior to March 28, 2005) at the time it is payable, then the surviving spouse shall receive payment in a single lump sum.

(c) Death Benefit Election Period.

(1) Unmarried Participants. A Participant may designate a beneficiary at any time prior to his date of death.

(2) Married Participants. A married Participant may designate a beneficiary other than his spouse if his spouse consents at any time during the period beginning on the earlier of (A) the first day of the Plan Year in which he attains age 35 or (B) the termination of his Employment, and ending on his date of death.

(3) Pre-Age 35 Election. A married Participant who has not attained age 35 as of the end of any Plan Year may make a special election to designate a beneficiary other than his spouse, if his spouse consents, for

the period beginning on the date of such election and ending on the first day of the Plan Year in which the Participant will attain age 35. Such election shall not be valid unless the Participant first receives written information described in subsection (d) below. The special election shall become invalid as of the first day of the Plan Year in which the Participant attains age 35 and any subsequent election shall be subject to the requirements of this section 6.4.

(d) Death Benefit Information. Within the later of the three-year period beginning on the first day of the Plan Year in which the Participant attains age 32 or the one-year period beginning on the date the Participant commences Plan participation, the Trustees shall provide the Participant information concerning the death benefit, his right to designate a beneficiary other than his spouse pursuant to the Plan. If the Participant terminates Employment before age 35, then such information shall be provided to the Participant within one year of the Participant's termination. Such information shall contain a written explanation of (1) the terms and conditions of the death benefits, (2) the Participant's right to designate a beneficiary other than his spouse, (3) the necessity for the Participant's spouse to consent to the designation of a different beneficiary and to the election of an optional form of death benefit and (4) the Participant's right to revoke the designation of a different beneficiary and the effect of such revocation.

(e) Death Before Required Beginning Date.

(1) Spouse as Sole Beneficiary. If a Participant dies before his required beginning date and the Participant's surviving spouse is the Participant's sole beneficiary, then the Participant's Account shall be distributed or shall begin to be distributed as follows:

(A) If the Participant's surviving spouse elects to receive a distribution of the Participant's Account in a single lump sum, installments not exceeding five years from the calendar year in which the Participant died or the Plan's purchase of an annuity contract, then distribution shall be made by December 31 of the calendar year containing the fifth anniversary of the Participant's death or the calendar year in which the Participant would have attained age 70 1/2, if later; or

(B) If a Participant's surviving spouse elects to receive a distribution of the Participant's Account in an optional form that provides payments over a period exceeding five years from the calendar year in which the Participant died, then distributions shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant

died, or the calendar year in which the Participant would have attained age 70 1/2, if later.

(2) Beneficiary Other Than Surviving Spouse. If a Participant's surviving spouse is not the Participant's sole designated beneficiary the Participant's Account shall be distributed or shall begin to be distributed as follows:

(A) Any portion of the Participant's Account payable to a designated beneficiary other than the surviving spouse shall be distributed in a single lump sum by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(B) If the Participant's surviving spouse elects to receive a distribution of any portion of the Participant's Account in a single lump sum, installments not exceeding five years from the calendar year in which the Participant died or the Plan's purchase of an annuity contract, then distributions shall begin by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(C) If the Participant's surviving spouse elects to receive a distribution of any portion of the Participant's Account in an optional form that provides payments over a period exceeding five years from the calendar year in which the Participant died, then periodic distributions shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) No Designated Beneficiary. If there are no designated beneficiaries as of a Participant's date of death who remain beneficiaries as of September 30 of the calendar year following the calendar year of the Participant's death, then the Participant's entire Account shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) Required Minimum Distributions for Periodic Payments.

(A) Participant Survived by Spouse. If a Participant dies before the date distributions begin and the Participant's surviving spouse is the Participant's sole designated beneficiary and distribution is not made in a single lump sum, then the minimum amount that must be distributed for each

distribution calendar year after the Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the surviving spouse, calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(B) Life Expectancy. For purposes of this section, "life expectancy" shall be computed using the Single Life Table contained in § 1.401(a)(9) -9, Q&A-1 of the regulations.

(f) Death After Required Beginning Date. If a Participant dies after his Required Beginning Date, any remaining portion of his Account shall be distributed at least as rapidly as required by the method of distribution in effect on his date of death.

6.5 Required Lifetime Distributions. Notwithstanding the other provisions of this Article 6, the Plan shall distribute each Participant's Account consistent with Code section 401(a)(9), including the minimum distribution incidental benefit requirement, which the Plan incorporates by reference.

With respect to distributions under the Plan made in the 2002 calendar year, the Plan applied the minimum distribution requirements of Code section 401(a)(9) in accordance with the regulations under section 401(a)(9) that were proposed on January 17, 2001, notwithstanding any provision of the Plan to the contrary.

(a) Required Beginning Date. Distribution of a Participant's Account shall begin no later than his "required beginning date," determined as follows:

(1) Five-Percent Owners. The required beginning date of a Participant who is a Five-Percent Owner is the April 1 following the calendar year in which the Participant attains age 70-1/2. Once distributions from the Plan have begun to a Five-Percent Owner, such distributions shall continue, even if the Participant ceases to be a Five-Percent Owner in a subsequent year.

(2) Participants Other Than Five-Percent Owners.

(A) Participants Who Attain Age 70-1/2 On or After January 1, 2001. The Participant's required beginning date is the April 1

following the later of the calendar year in which the Participant (i) attains age 70-1/2 or (ii) terminates Employment.

(B) Participants Who Attain Age 70-1/2 Prior to January 1, 2001. A Participant's required beginning date is the April 1 following the calendar year in which the Participant attains age 70-1/2.

(i) Election to Defer Required Beginning Date. A Participant who attains age 70-1/2 before January 1, 2001 may elect to defer his required beginning date until the April 1 following the calendar year in which the Participant terminates Employment. The Participant must make the election to defer his required beginning date by the April 1 following the calendar year in which the Participant attained age 70-1/2.

(ii) Election to Establish a New Required Beginning Date. A Participant who attained age 70-1/2 before January 1, 2001 and commenced distributions under the Plan while actively employed by the Employer may elect to cease distributions under the Plan and establish a new required beginning date. The new required beginning date shall be the April 1 of the calendar year following the calendar year in which the Participant terminates Employment. The Participant shall have a new annuity commencement date under Code section 417 upon recommencement of distributions.

(b) Amount Required to Be Distributed. A Participant's Account shall be paid in a single lump sum or in an annuity contract purchased from an insurance company on or before the Participant's required beginning date. If the Participant's Account is distributed in the form of an annuity purchased from an insurance company, distributions under such annuity will be made in accordance with the requirements of Code section 401(a)(9) and Treasury regulations section 1.401(a)(9).

6.6 Qualified Domestic Relations Orders. Upon receipt of a domestic relations order issued by a court of competent jurisdiction with respect to a Participant's interest in the Plan, the Trustees shall determine whether such domestic relations order constitutes a qualified domestic relations order (as defined in Code section 414(p)(1), a "QDRO"). The Trustees shall establish reasonable procedures to determine the qualified status of a domestic relations order and to administer distributions mandated by a QDRO.

If the Trustees determine that the domestic relations order is a QDRO, an alternate payee as defined in Code section 414(p)(8) shall receive distributions in a manner and over a period described in section 6.2; provided,

however, that distributions to an alternate payee may not occur in the form of a joint and survivor annuity with respect to the alternate payee and his or her subsequent spouse. Except as provided by this section, a distribution pursuant to a QDRO shall not include any type of benefit or payment option not otherwise payable by the Plan.

Distribution of an alternate payee's Account shall be made without regard to the Participant's age or employment status. An alternate payee may elect to receive distribution of his or her Account at any time after the Trustees determine that the domestic relations order is a QDRO. Effective January 14, 2004, the Plan shall deduct from a Participant's Account reasonable administrative expenses associated with reviewing and processing a QDRO for the affected Participant. The expense shall be deducted before any payment is made from the Account.

Effective April 6, 2007, in accordance with Department of Labor guidance, a QDRO may include (a) an order that is issued after and with respect to another domestic relations order or QDRO, including an order that revises or amends a prior order; or (b) an order issued after the Participant's annuity starting date, divorce or death, provided that the other requirements for a QDRO as set forth in the Plan's QDRO procedure and/or as defined in Code section 414(p) are satisfied.

6.7 Lost Participants or Beneficiaries. If the Trustees are unable to locate a Participant or his beneficiary and obtain a written application for benefits from the Participant or his beneficiary as of the Participant's "required beginning date" (as defined above) or at a time when the Trustees determine benefits are otherwise required to be payable, the Participant's benefit under the Plan shall be forfeited. The Trustees shall maintain the forfeited benefit in the Participant's Account, and such benefit shall be reinstated if a claim is made by the Participant or beneficiary for the forfeited benefit.

ARTICLE 7

Claims Procedure

7.1 Claims Procedures. The Plan shall establish and maintain reasonable procedures governing the filing of benefit claims, notification of benefit determinations and appeal of adverse benefit determinations, which procedures shall be incorporated herein by reference. The claims procedures shall not contain any provision and shall not be administered in any manner which unduly inhibits or hampers the initiation or processing of claims for benefits. The Plan's claims procedures shall contain administrative processes and safeguards designed to ensure and to verify that, where appropriate, the Plan provisions have been applied consistently with respect to similarly situated claimants.

7.2 Application for Benefits. A person entitled to benefits from the Plan must file a written claim for benefits with the Trustees in a manner approved by the Trustees. The Plan Administrator shall process a claim for benefits in accordance with the Plan's claims procedures.

ARTICLE 8

Amendment and Termination

8.1 Amendment. The Trustees may, from time to time amend the Plan in a manner which does not cause any part of the Trust, other than amounts which are necessary to pay reasonable administration expenses, to be used for or diverted to purposes other than for the exclusive benefit of the Participants or their beneficiaries and which does not conflict with the provisions of the collective bargaining agreement providing for contributions to the Plan or purposes of the Plan, provided that any amendment complies with the applicable sections of the Code.

8.2 Notice of Amendment. The Trustees shall notify the Association, the Union and the Employers of any material amendment to the Plan.

8.3 Termination and Discontinuance of Contributions. The Trustees, to the extent permitted by and in accordance with the then applicable law, shall have the right to discontinue or terminate the Plan at any time with respect to any or all Participants. Upon discontinuance of Plan contributions or full or partial termination of the Plan, all affected Participants' Accounts shall remain fully vested and nonforfeitable.

ARTICLE 9

General Provisions

9.1 Nonguarantee of Employment. Nothing contained in this Plan shall constitute a contract of employment between an Employer and any Employee, or grant any Employee the right to continue in the Employment of an Employer, or limit the right of an Employer to discharge any of its Employees, with or without cause.

9.2 Rights to Trust Assets. No Employee, former Employee, retired Employee, beneficiary or any person claiming by or through any such person, shall have any right, interest or title to any benefits under the Trust or the Plan, except as the Plan specifically grants such right, interest or title. All benefits as provided in the Plan shall be paid solely out of the assets of the Trust.

9.3 Limitation on Assignment. Except with respect to payments required pursuant to a QDRO, no benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of the same shall be void. Further, no Account under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of the person entitled to such benefit.

9.4 Facility of Payment. In the event that the Trustees shall determine, on the basis of medical reports or other evidence satisfactory to them, that a Participant entitled to receive benefits under this Plan is unable to care for his affairs because of illness, accident or disability, the Trustees, in their sole discretion and as they deem advisable may pay any amount to which the Participant is entitled to:

(a) The Participant's spouse;

(b) One or both of his parents;

(c) One or more of his brothers or sisters; or

(d) Any other person or persons who have incurred expense for the Participant.

However, if prior claim for any amount owing to the Participant is made by his duly qualified guardian or legal representative, the

Trustees shall pay the amount to which the Participant is entitled to such guardian or legal representative. Any payment made pursuant to this section in good faith shall be a payment for the account of the Participant and shall be a complete discharge from any liability of the Plan and the Trustees.

9.5 Information Furnished by Parties. The Trustees shall have the right to require, as a condition precedent to the payment of any benefit hereunder, all information which they reasonably deem necessary, including records of employment, proof of date of birth, etc., and no benefit requiring any such information shall be payable until receipt of such information. The Association, Union, Employers, Employees, retired Employees and beneficiaries, as applicable, shall furnish such required information.

9.6 No Employer Right to Trust. Neither the Association, the Employers nor the Union shall have any right, title or interest in the contributions made by them or any of them to the Trust and no part of the Trust shall revert to the Association, the Employers or Union except as permitted by the terms of the Trust Agreement.

9.7 Disclaimer of Liability. Neither the Association, the Union, the Employers nor the Trustees guarantee the Trust in any manner against loss or depreciation. The Employers and Union shall not be responsible for any act or failure to act of the Trustees. The Trustees shall not be responsible for any act or failure to act of any Employer. Anything in the Plan to the contrary notwithstanding, no benefits shall be payable except those which can be provided under the Plan, and no person shall have any claim for benefits against the Union, the Association, any Employer or the Trustees.

9.8 Savings Clause. In case any provision of this Plan shall be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of this Plan, but this Plan shall be construed and enforced as if it had never contained said illegal and invalid provisions.

9.9 Administered Solely by Trustees. The Plan shall be administered solely by the Trustees and employees or agents of the Trustees or the Plan, and the decisions of the Trustees in all matters pertaining to the administration of the Plan shall be final. The Trustees shall be authorized to make such rules and prescribe such procedures for the administration of the Plan as they shall deem necessary and reasonable.

9.10 Merger, Consolidation or Transfer of Assets and Liabilities to Other Plans. To the extent law applicable to the Plan requires at the

time of merger, consolidation or transfer, there shall be no merger or consolidation of the Plan nor a transfer of the Plan's assets or liabilities to another Plan unless:

(a) Each Participant would be entitled to receive a benefit immediately after such event (if such other plan then terminated) which is equal to or greater than the benefit he would have been entitled to receive if the Plan had terminated immediately prior to such event; and

(b) Such is authorized by the terms and conditions of the Trust Agreement.

To the extent required by law, amounts attributable to Elective Contributions (including qualified nonelective contributions and qualified matching contributions taken into account for the actual deferral percentage test ("ADP") test) shall be transferred pursuant to this section only if the transferee plan provides that all such amounts will continue to be subject to the distribution limitations of Code section 401(k).

9.11 Determination by Trustees Binding. The Trustees or, where Trustee responsibility has been delegated to others, such delegates, shall have complete authority to determine the standard of proof required in any case and to apply and interpret this Plan. The decisions of the Trustees or their delegates shall be final and binding.

All questions or controversies, of whatsoever character, arising in any manner or between any parties or persons in connection with this Plan or its operation, whether as to any claim for benefits, or as to the construction of language or meaning of this Plan or rules and regulations adopted by the Trustees, or as to any writing, decision, instrument or account in connection with the operation of the Plan or otherwise, shall be submitted to the Trustees or, where Trustees responsibility has been delegated to others, to such delegates for decision. The decision of the Trustees or their delegates shall be binding upon all persons dealing with the Plan or claiming any benefit hereunder, except to the extent that such decision may be determined to be arbitrary or capricious by a court having jurisdiction over such matter.

9.12 Appeals. In the event a claim for benefits has been denied, no lawsuit or other action against the Plan or its Trustees may be filed until the matter has been submitted for review under the review procedure set forth in Article 7 of this Plan.

9.13 Participant Direction of Investment of Account.

(a) Investment of Funds. The Trustees, upon written request of a Participant and in accordance with uniform and nondiscriminatory rules, shall authorize Participants to direct the investment of their Accounts in such funds or investments as the Trustees may select. (Prior to July 1, 2004, only Participants who had attained age 50 were permitted to direct the investment of their Accounts.) The Participants' directions shall bind the Trustees unless and until the Trustees amend or revoke the authorization for investment direction by Participants to the extent permitted by rules prescribed by the Trustees. If the Trustees act at the direction of a Participant, the Trustees shall not be liable or responsible for any loss resulting to any Account or for any breach of fiduciary responsibility by reason of any act done pursuant to the direction of the Participant.

(b) Investment Elections. Participants may choose to invest their Account among the available funds or investments in any whole percentage. Elections shall be made in a manner prescribed by the Trustees and verified in writing or as otherwise approved by the Trustees. Once filed, a Participant's verified election will remain in effect until amended or discontinued to the extent permitted by rules prescribed by the Trustees. If a Participant fails to direct the investment of all or any portion of his Account, such amount shall be invested in the fund designated by the Trustees which is intended to satisfy the requirements for a qualified default investment alternative pursuant to ERISA section 404(c).

ARTICLE 10

Allocation Restrictions and Top-Heavy Rules

10.1 General. The Plan is subject to the limitations on benefits imposed by Code section 415 which are incorporated herein by this reference. The limitation year shall be the Plan Year. The provisions of this section 10.1 are intended to meet the requirements of Code section 415 and shall limit contributions and allocations made pursuant to Article 4. If there is a conflict between the provisions of this section and Code section 415, then Code section 415 will supersede these provisions. If no language is set forth in this section 10.1, then the default rule under the final Treasury Regulations for Code section 415 applies.

(a) Maximum Annual Addition. The annual addition credited to a Participant's Account for any limitation year shall not exceed the lesser of:

(1) $40,000, as adjusted for increases in the cost of living under Code Section 415(d); or

(2) 100% of the Compensation paid or made available to the Participant in such year.

The Compensation limit referred to in (2) above shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code sections 401(h) or 419A(f)(2)) which is otherwise treated as an annual addition.

(b) Definition of Annual Additions. Annual additions are the sum of Employee contributions, Employer contributions and forfeitures allocated on behalf of a Participant to this Plan and all other defined contribution plans maintained by the Employer or a related employer (pursuant to applicable sections of 414 and 1563 of the Code) for the limitation year.

A "defined contribution plan" for purposes of determining annual additions is a qualified plan described in Code sections 401(a), 403(a) or 403(b) or a simplified employee pension described in Code section 408(k). In addition, contributions to the following arrangements are treated as contributions to a defined contribution plan for the purposes of this section 10.1: (A) mandatory employee contributions as defined in Code section 411(c)(2)(C) to a defined benefit plan, (B) contributions to any individual medical benefit account that is part of a pension plan established pursuant to Code section 401(h), and

(C) amounts attributable to post-retirement medical accounts established for key employees pursuant to Code section 419A(d)(2).

Annual additions include (A) Elective Contributions in excess of the Code section 402(g) limit (as adjusted) which are not distributed by the April 15 following the close of the Plan Year, or (B) Elective Contributions or matching contributions in excess of the nondiscrimination limitations recited in this Article 10, even if corrected through distribution after the close of the Plan Year. Income on Elective Contributions, which are distributed pursuant to section 10.2 below, shall be included as an annual addition, unless the Income also is distributed pursuant to section 10.2 below.

Annual additions shall not include the allocation to a Participant's Account of gain or loss pursuant to Article 4; rollovers, pursuant to Article 4; catch-up contributions pursuant to Article 4; the direct transfer of a benefit from a qualified Plan to this Plan, certain restorations of accrued benefits by the Employer in accordance with Code section 411(a)(3)(D) or Code section 411(a)(7)(C). Annual additions shall not include restorative payments. For this purpose, a restorative payment is a payment made to restore some or all of the Plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for a breach of fiduciary duty under Title I of ERISA (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan) or under other applicable federal or state law where Participants who are similarly situated are treated similarly with respect to payments.

(c) Definition of Compensation for Annual Additions. "Compensation," for purposes of Article 10 of the Plan shall mean an Employee's wages, salary, fees for professional service and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of Employment while a Participant to the extent that the amounts are includible in gross income.

Compensation includes, but is not limited to:

(1) Commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements or other expense allowances under a nonaccountable plan (as described in Treasury regulation section 1.62-2(c)).

(2) Foreign earned income (as defined in Code section 911(b), whether or not excludible from gross income under Code section 911, without regard to the exclusions from gross income in Code sections 872, 894, 911, 931 and 933.

Compensation does not include the following:

(1) Contributions (other than elective contributions described in Code sections 402(e)(3), 408(k)(6), 408(p)(2)(A)(i) or 457(b)) made by the Employer to a plan of deferred compensation (whether or not qualified) to the extent that the contributions are not includible in the gross income of the Employee for the taxable year in which contributed. In addition, any distributions from a plan of deferred compensation (whether or not qualified) are not considered as compensation, regardless of whether such amounts are includible in the gross income of the Employee when distributed. Notwithstanding the foregoing sentence, any amounts received by an Employee pursuant to a nonqualified, unfunded deferred compensation plan are considered as compensation in the year the amounts are actually received, but only to the extent such amounts are includible in the Employee's gross income.

(2) Amounts realized from the exercise of a nonstatutory option, or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture.

(3) Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory option (as defined in Treasury regulation section 1.421-1(b)).

(4) Other amounts which received special tax benefits such as premiums for group-term life insurance (to the extent not includible in gross income and not salary reduction amounts described in Code section 125).

(5) Other items of remuneration that are similar to any of the items listed in (1) through (4) above.

"Compensation" includes elective deferrals (as defined in Code section 402(g)(3)) and any amount which is contributed or deferred by the Employer at the election of the Employee and not includible in the gross income of the Employee by reason of Code sections 125, 132(f)(4), or 457.

Compensation must be paid or treated as paid to an Employee prior to the Employee's severance from Employment. However, effective January 1, 2008, Compensation paid within the later of 2-1/2 months after severance from Employment (within the meaning of Treasury Regulations Section 1.415(a)-1(f)(5)(ii) for a multiemployer plan) or the end of the limitation year that includes the date of severance from Employment shall be included in Compensation if the payments, absent the severance from Employment, would

have been paid to the Employee while the Employee continued in Employment with the Employer and are regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation.

Effective January 1, 2009, payments for unused accrued bona fide sick, vacation or other leave, which the Employee would have been able to use the leave if Employment had continued, are included in Compensation if paid within the period described above.

Effective January 1, 2009, Compensation shall include differential wage payments (as defined in Code section 3401(h)(2)) to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code section 414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service

Effective January 1, 2009, Compensation shall include payments to a Participant who is permanently and totally disabled (within the meaning of Code section 22(e)(3)), provided the Participant was not a highly compensated employee (within the meaning of Code section 414(q)) immediately before becoming disabled or, alternatively, the Plan provides for the continuation of Compensation on behalf of all Participants who are permanently and totally disabled for a fixed or determinable period.

Compensation shall exclude all other payments if paid after severance from Employment, even if paid within the time period referenced above.

(d) Back Pay. Back pay, within the meaning of Treasury Regulations Section 1.415(c)-2(g)(8) shall be treated as Compensation for a limitation year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

(e) Annual Compensation Limit. Compensation shall not exceed $200,000, as adjusted for increases in the cost of living in accordance with Code section 401(a)(17)(B).

(f) Aggregation and Other Rules. The limitations of this section 10.1 shall be determined and applied taking into account the aggregation rules in Treasury Regulations Section 1.415(f)-1.

(1) The benefits under this Plan are not aggregated with any other multiemployer plans as defined in Code section 414(f).

(2) Effective for limitation years on and after July 1, 2007, contributions attributable to a Participant from all Employers participating in the Plan must be taken into account in applying the limitations of Code section 415. Effective as of January 1, 2009, only Compensation received by the Participant from an Employer is taken into account in applying the compensation limitations of Code section 415.

(3) Notwithstanding paragraph (2) above, for purposes of applying the limitations under section 10.1, a Participant's benefits under this Plan shall be aggregated with benefits received by the Participant under another defined contribution plan maintained by his Employer that is not a multiemployer plan pursuant to the following rule. Effective for limitation years on and after January 1, 2009, in aggregating benefits under this Plan with any plan that is not a multiemployer plan maintained by a Participant's Employer, only the benefits under this Plan from an Employer shall be treated as benefits provided under a plan maintained by such Employer.

(4) In the event that annual additions received in any limitation year by a Participant exceed the limits under Code section 415 as a result of the mandatory aggregation of this Plan with the annual additions under another plan maintained by his Employer that is not a multiemployer plan, the benefits of such other plan shall be reduced to the extent necessary to comply with Code section 415.

10.2 Reallocation. The excess of a Participant's annual additions which exceeds the limits stated in section 10.1 shall be corrected pursuant to procedures under the IRS's Employee Plans Compliance Resolution System.

10.3 Limitations for Defined Benefit and Defined Contribution Plans Covering the Same Employee for Plan Years Beginning Prior to January 1, 2000. This section 10.3 shall not apply to limitation years beginning after December 31, 1999.

(a) Aggregate Limit. If an Employee participates in both a Defined Benefit Plan and a Defined Contribution Plan maintained by the Employer, the sum of the Defined Benefit Plan fraction and the Defined Contribution Plan fraction for each limitation year may not exceed 1.0.

(b) Defined Benefit Plan Fraction. For purposes of this section, the Defined Benefit Plan fraction for each limitation year shall include a

numerator equaling a projected annual benefit of the Employee pursuant to all defined benefit plans (whether or not terminated) maintained by the Employee's Employer (determined as of the close of the year) and a denominator equaling the lesser of (1) 125% of the dollar limitation imposed upon such benefits by the Code for such year, or (2) 140% of his average annual compensation for the three consecutive Plan Years during which he both participated in a defined benefit plan and received the highest compensation from the Employer.

(c) Defined Contribution Plan Fraction. For purposes of this section, the Defined Contribution Plan fraction for each limitation year shall include a numerator equaling the sum of the annual additions to all defined contribution plans (whether or not terminated) maintained by the Employee's Employer (determined as of the close of the year) and a denominator equaling the sum of an amount determined for each of such years as the lesser of (1) 125% of the limit determined pursuant to section 10.1(a)(1), or (2) 140% of the limit determined pursuant to section 10.1(a)(2).

(d) Top-Heavy Limit. In any year during which the Plan is top-heavy, the Trustees shall substitute "100%" for "125%" in applying (b) and (c) above unless (1) the Accounts of Key Employees do not exceed 90% of the total value of Plan assets and (2) either (A) the 3% minimum top-heavy allocation pursuant to this Plan (or another defined contribution plan or this Plan and another defined contribution plan maintained by the Employer) is increased to 4% or (B) the 2% minimum top-heavy benefit accrual pursuant to a defined benefit plan (or plans) maintained by the Employer is increased to the lesser of 3% of compensation times a Participant's years of service or 20% of compensation plus 1% (up to a maximum of 30%) for each year a Participant participated while the Plan was top-heavy.

10.4 Top-Heavy. In order to comply with the provisions of Code section 416, this section 10.4 shall apply to contributions made on behalf of any Employee not covered by a collective bargaining agreement. In the event any Participant is not considered a collectively bargained employee (within the meaning of Treasury Regulation section 1.410(b)-6(d)), then the Trustees shall apply the tests recited in Code section 416 to determine if the Plan is top-heavy. Code section 416 and Treasury Regulation section 1.416-1 are hereby incorporated by reference.

(a) General Rule. Generally, the Plan will be "top-heavy" for any Plan Year, if, as of the determination date, the Plan's accumulations in the Accounts of Key Employees exceed 60% of its accumulations in the Accounts of all Participants. The Account balances of an Employee as of the determination date shall be increased by any distributions made with respect to the Employee

under the Plan and any plan aggregated with the Plan under Code section 416(g)(2) during the one-year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Code section 416(g)(2)(A)(i).

In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting "five-year period" for "one-year period."

The Accounts of any individual who has not performed services for the Employer during the 1-year period ending on the determination date shall not be taken into account.

(b) Determination Date. The "determination date" is the last day of the immediately preceding Plan Year.

(c) Aggregating Plans. In determining whether the Plan is top-heavy, the Trustees shall aggregate the Plan with (1) each other plan of the Employer in which a Key Employee participated during the plan year containing the determination date or the four immediately preceding years (regardless of whether the plan has terminated) and (2) each other plan of the Employer which enables any plan in which a Key Employee participates to meet the requirements of Code section 401(a)(4) or 410. The Trustees may, in making their determination, aggregate the Plan with one or more other plans of the Employer if such plans, as a group, would continue to meet the requirements of Code sections 401(a)(4) and 410. In determining whether this Plan is top-heavy, the Trustees shall consider the present value of accrued benefits and the sum of account balances under all plans aggregated pursuant to Code section 416.

(d) Allocation. Notwithstanding allocations otherwise specified in this Plan, as of the last day of any Plan Year in which the Plan is top-heavy, the Trustees shall allocate a top-heavy contribution to the Account of each Participant who is not a Key Employee and who is employed by the Employer on the last day of such Plan Year (without regard to the number of hours of service he accumulated during such Plan Year). A "Top-Heavy Contribution" is an Employer contribution equaling (when combined with Employer contributions on behalf of such Participant to this and other defined contribution plans) the lesser of (1) 3% of the Participant's compensation as defined in Code section 415 or (2) the same percentage of the Participant's compensation for such year as the highest percentage of a Key Employee's compensation that the allocation of Employer contributions to that Key Employee's Account totals for such year.

(e) Key Employee. "Key Employee" means any Employee or former Employee (including any deceased Employee) who, at any time during the Plan Year which includes the determination date, was:

(1) an officer of the Employer having annual compensation greater than $130,000 (as adjusted under Code section 416(i)(1) for Plan Years beginning on or after January 1, 2003),

(2) a 5-percent owner of the Employer, or

(3) a 1-percent owner of the Employer having annual compensation in excess of $150,000.

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. For this purpose, annual compensation means compensation within the meaning of Code section 415(c)(3) and section 10.1(c) of the Plan.

10.5 Actual Deferral Percentage Test.

(a) Applying the Test. The actual deferral percentage (the "ADP") for a Plan Year for Participants who are highly compensated Employees ("HCEs"), as defined herein, may not exceed the greater of:

(1) 1.25 times the ADP for the determination year of Participants who are not HCEs for the determination year; or

(2) The lesser of (A) 2 times the ADP for the determination year of Participants who are not HCEs for the determination year or (B) the ADP for the determination year of Participants who are not HCEs for the determination year plus 2 percentage points.

With respect to (1) and (2) above, the "determination year" shall mean the current Plan Year.

The Trustees shall determine the Participants' deferral percentages consistent with Code section 401(k)(3) and applicable Treasury Regulations, which the Plan incorporates by reference. The Trustees shall maintain records sufficient to demonstrate satisfaction of the ADP test and the amount of qualified nonelective contributions or qualified matching contributions, if any, used in the test.

The ADP test shall be satisfied separately with respect to each of the following groups of Participants:

(1) Collectively bargained Employees covered under each separate collective bargaining agreement (but the Trustees may, on a reasonable and consistent basis, aggregate separate collective bargaining units and treat them as a single collective bargaining unit for purposes of satisfying the ADP test); and

(2) All other Plan Participants.

(b) ADP Defined. For each Plan Year, the Trustees shall determine the "ADP" for the Participants who are HCEs and all other Participants as follows:

(1) The ADP for a specified group of Participants shall equal the average of the ratios, calculated separately for each Participant in the group, of (A) the allocations of Elective Contributions and qualified nonelective contributions or qualified matching contributions (to the extent not taken into account for purposes of the actual contribution percentage test), not including Income, which the Trustees determines for a Plan Year to (B) the Participant's Compensation for that Plan Year. For this purpose, catch-up contributions are not considered. The ADP of a Participant who makes no Elective Contributions is zero. Excess deferrals of Participants who are not HCEs are not taken into account for purposes of ADP testing.

(2) All elective contributions that are made under two or more plans of an Employer, which are aggregated for purposes of Code sections 401(a)(4) or 410(b), shall be treated as made under a single plan for purposes of this section 10.5. Plans may be aggregated in order to satisfy the ADP test only if they have the same Plan Year and use the same ADP testing method. Even if not aggregated for purposes of Code sections 401(a)(4) or 410(b), the deferral percentage of any Participant who is an HCE and eligible to have elective contributions allocated to his account pursuant to two or more plans or arrangements described in Code section 401(k) and maintained by an Employer shall be determined as if all such contributions were made pursuant to a single arrangement.

(c) Excess Contributions. Excess contributions, plus or minus any Income allocable to excess contributions, shall be distributed no later than the 12 months after a Plan Year to Participants whose Accounts received an allocation of excess contributions for the Plan Year, except to the extent such excess contributions are classified as catch-up contributions." If such excess contributions are distributed more than 2-1/2 months after the last day of the Plan

Year to which the excess contributions relate, a 10% excise tax will be imposed with respect to such amounts. Excess contributions shall be distributed to HCEs beginning with the HCE that has the largest dollar amount of Elective Contributions for the Plan Year in which the excess arose and continuing in descending order until all excess contributions have been distributed. To the extent an HCE has not reached his catch-up contributions limit under the Plan, excess contributions allocated to such HCE are catch-up contributions and will not be treated as excess contributions. The amount of excess contributions to be distributed shall be reduced by excess deferrals previously distributed for the taxable year ending in the same Plan Year and the excess deferrals to be distributed for a taxable year will be reduced by excess contributions previously distributed for the Plan Year beginning in such taxable year.

(1) Excess Contribution Defined. Excess contributions shall mean, with respect to any Plan Year, the excess of:

(A) The aggregate amount of Elective Contributions actually taken into account in computing the ADP of HCEs for such Plan Year, over

(B) The maximum amount of such contributions permitted by the ADP test (determined by hypothetically reducing contributions made on behalf of HCEs in order of the ADP's, beginning with the highest of such percentages).

(2) Determination of Income. Income allocable to excess contributions shall be determined up to the date of distribution (A) under any reasonable method used for allocating Income to all Participants' Accounts and as applied consistently to all Participants for the Plan Year or (B) as the sum of (i) the Income determined by multiplying Income allocable to the Participant's Elective Contributions (and qualified nonelective contributions and qualified matching contributions, if any) for the Plan Year by a fraction, the numerator of which equals the Participant's excess contributions for the year and the denominator of which equals the Participant's Account balance attributable to Elective Contributions (and qualified nonelective contributions and qualified matching contributions, if any) without regard to any income or loss occurring during such Plan Year, plus (ii) The Income for the gap period determined in accordance with (i) above but substituting the Income for the Plan Year and the gap period for the Income from the Plan Year.

For Plan Years beginning in 2006 and prior to 2008, Income allocable to excess contributions shall include Income for the gap period determined in accordance with the above by substituting the Income for the Plan Year and the gap period for the Income for just the Plan Year, and by substituting

contributions for the Plan Year plus the gap period for the contributions taken into account for the Plan Year. "Gap period" shall mean the period beginning on the first day of the Plan Year immediately following the Plan Year in which the excess contributions were allocated and ending on the date of distribution. Instead of determining income for the gap period under (ii) above, the Trustees may determine that income for the gap period is equal to 10 percent of the amount determined under (i) above, multiplied by the number of whole calendar months between the end of the Plan Year and the date of distribution, counting the month of distribution, if distribution occurs after the 15th of such month. A Plan will not fail to use a reasonable method for computing the income allocable to excess contributions merely because such income is determined on a date that is no more than 7 days before the distribution.

This section 10.5 shall not apply if the Plan satisfies the safe harbor requirements of Code section 401(k)(12).

10.6 Highly Compensated Employee ("HCE"). For purposes of this Article 10, highly compensated Employee ("HCE") shall have the meaning required by Code section 414(q) and applicable Treasury Regulations.

(a) HCE Defined. For a Plan Year, HCE means any Employee who:

(1) was a Five-Percent Owner (as defined in subsection (c) below) at any time during the Plan Year or the preceding Plan Year; or

(2) for the preceding Plan Year, received compensation (as defined in section 10.1(c)) from his Employer(s) in excess of $80,000 (as adjusted in accordance with Code section 415(d)).

(b) Former Employees. A former Employee shall be treated as an HCE if that individual was:

(1) an HCE when such individual separated from service with his Employer, or

(2) an HCE at any time after attaining age 55.

(c) Five-Percent Owner. An individual who owns (or is considered owning within the meaning of Code section 318) more than five percent of the total combined voting power of all stock of an Employer or a

Related Employer, within the meaning of Code section 416. A Related Employer shall mean:

(1) Any corporation, trade or business which is a member of a controlled group of corporations (as defined in Code section 414(b)) which includes an Employer;

(2) Any trade or business (whether or not incorporated) which is under common control (as defined in Code section 414(c)) with the Employer;

(3) Any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code section 414(m)) which includes the Employer; or

(4) Any other entity required to be aggregated with the Employer pursuant to regulations under Code section 414(o).