IUE-CWA 401(k) Retirement Savings & Security Plan

Plan Document

Effective January 1, 2015

CERTIFICATE OF THE

FUND DIRECTOR OF THE

IUE-CWA 401(K) RETIREMENT SAVINGS AND SECURITY PLAN

The undersigned, Fund Director of the IUE-CWA 401(k) Retirement Savings and Security Plan (the "Plan"), hereby certifies that the following resolutions were duly adopted by the Board of Trustees of the Fund (the "Trustees") at its meeting on July 30, 2015:

WHEREAS, the Plan is a qualified plan under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, Section 11.1 of the Plan provides that the Trustees may amend the Plan, subject to certain exceptions; and

WHEREAS, the Trustees desire to amend the Plan to eliminate the requirement that a Participant who has suspended his or her Elective Contributions cannot resume having Elective Contributions made until 12 months following the payroll period in which the initial suspension was effective;

NOW, THEREFORE, IT IS

RESOLVED, that the Plan is amended as follows:

1. Section 3.1(d) of the Plan shall be eliminated, and the remaining subsections shall be relettered accordingly.

2. The Plan, except as otherwise set forth herein, shall remain in full force and effect in all other respects.

IN WITNESS WHEREOF, the Fund Director, on behalf of the Trustees, has executed this instrument as evidence of the Trustees' acceptance of the foregoing amendment.

By: _____
Name: Carey Wooton, Fund Director
Dated: July 30, 2015

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INTRODUCTION

The IUE-CWA AFL-CIO Pension Fund (the "Fund") initially adopted the IUE-CWA 401(k) Retirement Savings and Security Plan (the "Plan"), as contained herein, effective January 1, 1995. The purpose of this Plan is to provide additional retirement security for eligible employees of Contributing Employers.

The Plan was amended and restated effective as of January 1, 2001 to conform to the requirements of the Uruguay Round Agreements Act of 1994, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Small Business Job Protection Act of 1996, the Taxpayer Relief Act of 1997, the Restructuring and Reform Act of 1998, the Community Renewal Tax Relief Act of 2000 and other applicable laws and to reflect certain administrative and conforming amendments. The amendment and restatement was also adopted to reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA") and the Pension Protection Act of 2006 ("PPA") and was intended as good faith compliance with the requirements of EGTRRA and PPA.

The Plan is hereby amended and restated in its entirety, effective as of January 1, 2015, except as specifically noted otherwise in the Plan, to conform to the cumulative list of changes in plan qualification requirements as set forth in IRS Notice 2013-84.

It is intended that this Plan, together with the Declaration of Trust, meet all the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and the Internal Revenue Code of 1986, as amended (the "Code") and the Plan shall be interpreted, whenever possible, to comply with the terms of ERISA and the Code and all regulations and rulings issued under ERISA and the Code and amendments thereto. The Plan shall be qualified as a defined contribution plan containing cash or deferred arrangements under Code Section 401(k).

The rights of any Participant who terminated employment or who retired before January 1, 2015, including his eligibility for benefits and the time and form in which benefits, if any, will be paid, shall be determined solely under the terms of the Plan as in effect on the date of his severance of employment or retirement, unless such person is thereafter reemployed and again becomes a Participant, except as otherwise specifically provided in the Plan or as otherwise required by applicable law or regulation.

SECTION 1
DEFINITIONS

Wherever used in the Plan, the following words and phrases shall have the meanings continued in this Section 1 unless a different meaning is plainly required by the context. Whenever used herein, the masculine gender shall be deemed to include the feminine, and the singular term shall be deemed to include the plural.

1.1 "Account" means the portion of the Trust Fund which is attributable to a Participant:

Elective Contributions Account - The Account to which all salary deferred Elective Contributions made in accordance with Section 3.1 are credited.

Employer Contributions Account - The Account to which all Employer Contributions or Employer Matching Contributions made in accordance with Section 3.2 are credited.

Rollover Contribution Account – The Account to which all rollover contributions made to the Plan in accordance with Section 3.7 are credited.

Each Participant may direct the investment of his Account among various investment funds according to rules and procedures to be established by the Fund. The value of each Account shall be determined as of the Valuation Date.

1.2 "Appeals Committee" means a committee appointed by the Trustees and comprised of an equal number of Employer and Union Trustees.

1.3 "Beneficiary" means any person entitled to receive any benefits payable under the Plan as a result of the death of a Participant, in accordance with the provisions of Section 7.3.

1.4 "Code" means the Internal Revenue Code of 1986, as amended from time to time.

1.5 "Compensation" means the total remuneration paid or accrued to an Employee by a Contributing Employer and reflected on his IRS Form W-2 Wage and Tax Statement including salary, bonuses, shift differential or commissions and any amount which is contributed or deferred by the Employer at the election of the Employee and which is not includible in the gross income of the Employee by reason of Code Sections 125, 132(f)(4) or 457. Notwithstanding anything to the contrary contained herein, compensation shall not include amounts in excess of $170,000 or, effective January 1, 2002, $200,000 (adjusted for increases in the cost of living in accordance with the rulings of the Secretary of the Treasury). Compensation shall include payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code § 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 Participating Employer rather than entering qualified military service. Compensation shall include differential wage payments which are paid to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code § 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 Participating Employer rather than entering qualified military service.

1.6 "Contributing Employer" means each employer who has duly executed a collective bargaining agreement with the Union providing for participation in the Plan, and shall include each employer, excluding not-for-profit employers, who, after the effective date of this Plan, executes a collective bargaining agreement, provided that such employer satisfies the requirements for participation established by the Trustees and agrees to be bound by the terms and provisions of the Declaration of Trust and by the terms and provisions of the Plan. The term "Contributing Employer" shall also mean the Union and the IUE-CWA Pension Fund, provided that each such entity satisfies the requirements of participation established by the Trustees and agrees to be bound by the terms and provisions of the Declaration of Trust and by the terms and provisions of the Plan and contributes to the Trust Fund in accordance with the provisions of a written participation agreement. A Contributing Employer shall cease to be a Contributing Employer upon the later of the date that such employer ceases to have (i) a collective bargaining agreement with the Union providing for participation in the Plan or (ii) a legal obligation to participate in the Plan.

1.7 "Covered Employment" means employment in any job category which is normally a job category which is within a bargaining unit covered by collective bargaining between the Employee and the Union or employment in any other job category designated by a Contributing Employer in writing on a form filed with and accepted by the Trustees or employment with the Union or the IUE-CWA Pension Fund if such entity is a Contributing Employer.

1.8 "Declaration of Trust" means the Agreement and Declaration of Trust executed by the Trustees on December 8, 1975, as amended.

1.9 "Deferred Retirement Date," means the first day of any month coincident with or next following a Participant's termination of service after his Normal Retirement Date.

1.10 "Disability Retirement Date" means the first day of the month coincident with or next following the date on which a Participant suffers a "permanent disability" while in Covered Employment.

As used herein, "permanent disability" means total and permanent disability which entitles the Participant to disability benefits under the Social Security laws and which the Trustees determine, on the basis of medical evidence satisfactory to them, to have, for a continuous period of six months, prevented a Participant from engaging in any occupation or employment for wage or profit as a result of bodily injury or disease of the mind or body, either occupational or non-occupational in cause, but excluding any compensable disability resulting from service in the armed forces of any country. Such disability must be of such a nature that, on the basis of medical evidence satisfactory to the Trustees, it is considered to be of a permanent nature. The Trustees shall be the sole and final judges of total and permanent disability.

1.11 "Early Retirement Date" means the last date on which a Participant is entitled to be paid, if any, following the date on which a Participant attains age 55.

1.12 "Effective Date" was initially January 1, 1995. This amended and restated plan is effective January 1, 2015.

1.13 "Elective Contributions" means the contributions made pursuant to a salary reduction agreement under Section 3.1 of the Plan.

1.14 "Employee" means any person employed by a Contributing Employer.

1.15 "Employer Contributions" means the contributions made by the Contributing Employers under Section 3.2 of the Plan and shall include Employer Matching Contributions when applicable.

1.16 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.17 "Fund Manager" means the individual or entity appointed by the Trustees to oversee the daily administration of the Plan.

1.18 "Hour of Service" means each of the following, determined without duplication:

(a) Each hour for which an Employee is directly or indirectly paid or entitled to payment by a Contributing Employer for the performance of duties for a Contributing Employer.

(b) Each hour for which an Employee is directly or indirectly paid or entitled to payment by a Contributing Employer for the performance of duties in non-covered employment for a Contributing Employer, but only if the Employee's period of non-covered employment with the Contributing Employer is subsequent to, and contiguous with, the Employee's period of Covered Employment with the Contributing Employer.

(c) Each hour up to a maximum of 501 hours during a single continuous period for which an Employee is paid by a Contributing Employer on account of a period of time during which no duties are performed as the result of vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

(d) Each hour not otherwise credited for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by the Contributing Employer. These hours shall be credited for the period or periods to which the award or agreement pertains rather than the period in which the award, agreement, or payment was made.

An Employee shall be credited with an Hour of Service at the time he performs duties for a Contributing Employer, regardless of when payment for such duties is received by the Employee. If a Contributing Employer does not maintain hourly records with respect to any Employee employed by it, such Employee shall be credited with 45 Hours of Service for each week in which he is entitled to be credited with an Hour of Service.

1.19 "Industry" means the types of business engaged in by employers who are parties to collective bargaining agreements with the Union.

1.20 "Investment Fund(s)" means each investment fund as may be established or selected for the investment of plan assets.

1.21 "Investment Manager" means the individual(s) or entity(ies) appointed by the Trustees to advise the Trustees as to the investments of the Plan.

1.22 "Normal Retirement Date" means the first day of the month coincident with or next following the Participant's attainment of age 60.

1.23 "One-Year Break in Service" means a Plan Year during which an Employee is credited with not more than 500 Hours of Service; provided, however, that an Employee who is on a "qualified absence" shall not incur a One-Year Break in Service with respect to (a) the Plan Year in which the "qualified absence" commenced, if a One-Year Break in Service would have been incurred but for the provisions hereof, or (b) the next subsequent Plan Year, in all other cases. "Qualified absence" means the absence by an Employee from employment with a Contributing Employer as a result of (i) the pregnancy of the Employee, (ii) the birth or adoption of a child of the Employee, (iii) the caring for such child immediately subsequent to the child's birth or adoption if such Employee is the natural or adoptive parent of such child, (iv) military or other service of the United States of America to the extent the Employee's reemployment rights are protected by law. The Trustees may require such information as they deem appropriate to confirm the reasons for and duration of any such absence.

1.24 "Participant" means an Employee who is eligible for participation in the Plan as provided in Section 2 and whose participation has not terminated under Section 2.3.

1.25 "Plan" means the IUE-CWA 401(k) Retirement Savings and Security Plan, as herein set forth and as amended from time to time.

1.26 "Plan Year" means the twelve consecutive month period beginning each January 1 and ending the following December 31.

1.27 "Spouse" means an individual recognized as married for purposes of Federal law. Effective as of September 16, 2013, an individual whose marriage was validly entered into in a jurisdiction whose laws authorize such marriage, regardless of where such individual currently resides and regardless of such individual's gender.

1.28 "Trustees" means the Trustees designated in the Declaration of Trust together with their successors designated in the manner provided therein.

1.29 "Trust Fund" means all assets held at any time by the Trustees under the terms of the Declaration of Trust.

1.30 "Union" means IUE-CWA, the Industrial Division of the Communication Workers of America, AFL-CIO, CLC.

1.31 "Valuation Date" means the date of determination of the fair market value of a participant's investments in each Investment Fund. This determination can be made at the end of each market day.

1.32 "Year of Service" means the 12-consecutive month period ("computation period") during which the Employee completes at least 1,000 Hours of Service. For purposes of determining a Year of Service, the initial eligibility computation period is the 12-consecutive month period beginning on the date the Employee first performs an Hour of Service for the employer (" employment commencement date"). The succeeding 12-consecutive month periods commence with the first Plan Year which commences prior to the first anniversary of the Employee's employment commencement date regardless of whether the Employee is entitled to be credited with 1,000 Hours of Service during the initial eligibility computation period.

SECTION 2
ELIGIBILITY AND PARTICIPATION

2.1 Participation On or After Effective Date. Each person who is an Employee of a Contributing Employer in Covered Employment on the Effective Date shall be eligible to become a Participant in the Plan. Each person who becomes an Employee of a Contributing Employer in Covered Employment thereafter shall be eligible to become a Participant as of the first payroll period in the month following the later of the date of employment or the end of the employment probationary period, if any, established by a Contributing Employer, but in no event later than twelve months after the date of employment.

2.2 Designation of Elective Contribution and Investment Election. A Participant who is permitted or required to make Elective Contributions to the Plan under the terms of a collective bargaining agreement with the Union shall designate the amount of his Compensation to be deferred and allocated to his Elective Contribution Account as provided in Section 3.1, and designate the manner of investment of his Accounts as provided in Section 4.2.

2.3 Termination of Participation. Participation in the Plan shall cease immediately upon a Participant's death, retirement, disability or severance from Covered Employment. In the event of a change in ownership by a Contributing Employer, Employees of the successor employer shall not be considered to have had a severance from Covered Employment during the first six months after the date of the change in ownership if the successor employer has not become a Contributing Employer within such period of time.

2.4 Eligibility of Former Participants. A former Participant shall be eligible to participate immediately upon his return to the status of an eligible Employee.

SECTION 3
CONTRIBUTIONS

3.1 Elective Contributions.

(a) Each Contributing Employer shall contribute to the Trust Fund such amounts of Elective Contributions as each Participant has designated in a salary reduction agreement in accordance with Subsection (b). Such Elective Contributions shall be made to the Trust Fund in cash, as soon as administratively practicable, but in all events no later than the time required under the applicable Labor Department Regulations.

(b) Each Participant who is permitted or is required under the terms of an applicable collective bargaining agreement to have Elective Contributions made to the Plan shall complete a salary reduction agreement on the appropriate form, which shall be filed with the Fund Manager. The Participant elects to reduce his Compensation by an amount stated in dollars per week or a percentage of pay (or as determined by the Trustees) in such amount as shall be permitted pursuant to the collective bargaining agreement or participation agreement under which the Participant is covered and approved by the Trustees. Notwithstanding the catch-up contributions permitted under Code Section 414(v), a Participant may not reduce his salary by an amount in excess of $17,500 per annum (as adjusted in accordance with rulings of the Secretary of the Treasury).

If a Participant makes Elective Contributions to this Plan and to any other qualified cash or deferred plan in excess of the dollar limit specified above for the Participant's taxable year, then the Participant must notify the Fund Manager in writing by the first March 1 of the following year of the amount, if any, to be refunded from this Plan. The amount to be refunded shall be paid to the Participant in a single payment not later than the first April 15 following the close of the taxable year and shall include any income or loss allocated to the refund, as determined below, for the period during (i) the Participant's taxable year, and (ii) the period between the end of that year and the date of the refund payment. The payment shall be deemed to have been made before the close of the calendar year in which such excess Elective Contribution was made. If the Participant fails to notify the Fund Manager by March 1, no refund will be made under this Section 3.1(b). Although the excess deferral may be refunded, it shall still be considered as an Elective Contribution for the Plan Year in which it was originally made and shall be included in the Participant's Actual Deferral Percentage.

The income or loss allocable to excess Elective Contributions for the Participant's taxable year shall be determined by multiplying the income or loss for the Participant's taxable year allocable to the Participant's Elective Contributions for such year by a fraction, the numerator of which is the amount of excess Elective Contributions and the denominator of which is the participant's closing balance (as of the end of the Participant's taxable year) of the Participant's Elective Contributions Account reduced by gains (or increased by losses) allocable to such Account during the taxable year. The income or loss allocable to excess Elective Contributions allocated to each Participant during the period between the end of the Participant's taxable year and the date of the refund payment may be calculated by multiplying the income or loss allocable to the excess Elective Contribution for the

period between the end of the Participant's taxable year and the last day of the month preceding the date of distribution by a fraction determined under the method specified above. Alternatively, the allocable income or loss for the period between the end of the Participant's taxable year and the date of refund payment shall be deemed to be equal to l0% of the income or loss allocable to the excess Elective Contribution for the taxable year multiplied by the number of calendar months that have elapsed since the end of the taxable year. For this purpose, payment occurring on or before the 15th day of the month will be treated as having been made on the last day of the preceding month. A payment occurring after the 15th day of the month will be treated as having been made on the first day of the next month. Notwithstanding the foregoing, any reasonable method for computing the income or loss allocable to excess Elective Contributions may be used, provided such method is used consistently for all Participants and for all corrective distributions made under the Plan for the Plan Year, and is used by the Plan for allocating income or loss to Participant's Accounts.

(c) Each completed salary reduction agreement shall be effective as soon as practicable in the next regular payroll period after the date the Fund Manager receives the salary reduction agreement. The Participant shall be allowed to revise his salary reduction agreement at least once every Plan Yea, or more often as the Fund Manager may permit. Such change may be made at any time during the calendar quarter by filing the appropriate form with the Fund Manager, provided that such form is filed with the Fund Manager at least 30 days before it is to become effective. If permitted by the applicable collective bargaining agreement, a Participant may elect to suspend his Elective Contributions once during the calendar year. Such change may be made at any time during the calendar year by filing the appropriate form with the Fund Manager, provided that such form is filed with the Fund Manager at least 30 days before it is to become effective.

(d) A Participant who has suspended his Elective Contributions under this Section 3.1 may not resume having Elective Contributions made until 12 months following the payroll period in which the total suspension was effective. A Participant may thereafter resume having Elective Contributions made as of any subsequent payroll period by entering into a new salary reduction agreement on the appropriate forms with his Employer, provided such agreement is filed with the Fund Manager at least 30 days prior thereto.

(e) In the absence of a salary reduction agreement, an active Participant shall nevertheless be considered to be a Participant in the Plan for purposes of Section 3.5.

(f) Effective as of January 1, 2002, any Participant who has attained age 50 before the close of the Plan Year shall be eligible to make catch-up contributions in accordance with, and subject to the limitations of, Code Section 414(v). Such catch-up contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code Sections 402(g) and 415. The Plan shall not be treated as failing to satisfy 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 of such catch-up contributions.

3.2 Employer Contributions.

(a) As of each payroll period after the Effective Date, each Contributing Employer shall contribute to the Trust Fund an Employer Contribution determined pursuant to a collective bargaining agreement with the Union or, for non-bargaining unit employees, pursuant to an agreement with the Trustees. The Employer Contribution may be an Employer Matching Contribution which, pursuant to collective bargaining, shall be determined based on the amount of an Employee's Elective Contribution. Each Contributing Employer shall make its Employer Contribution or Employer Matching Contribution to the Trust Fund in cash in accordance with the collective bargaining agreement. Unless the Trustees provide prior written approval to the collective bargaining parties, the minimum Employer Contribution as determined by the Trustees.

(b) Effective January 1, 2007, if a Participant dies or becomes disabled while performing qualified military service (as that term is used in Code § 414(u)(1)), then in determining any contribution or allocation such Participant shall be treated as having resumed Covered Employment on the day before such death or disability and as having terminated from employment on the actual date of death or disability.

3.3 Payment of Expenses. All administrative expenses of the Plan, fees and retainers of the Plan's trustees, actuary, accountant, counsel, consultant, administrator, or other specialists and all expenses directly relating to the investments of the Trust Fund, including taxes, brokerage commissions and registration charges shall be paid out of the Trust Fund from the earnings thereon so long as the Plan or Trust Fund remains in effect. The Trustees may, at their discretion, impose charges on the Participants of the Plan to pay for administrative expenses of the Plan and deduct such charges from the account balances of Participants.

3.4 Provisions to Preclude Discrimination.

(a) ADP Test For each Plan Year, the Actual Deferral Percentage for the eligible "highly compensated employees" for the Plan Year shall not exceed the Actual Deferral Percentage for all other eligible employees by the greater of:

(i) 125%; or

(ii) 200% but not more than two percentage points.

The Actual Deferral Percentage for the highly compensated employees and all other eligible employees for a Plan Year shall be the average of the ratios (calculated separately for each individual in each group) of the employee's Elective Contributions made during the Plan Year to the employee's compensation. A highly compensated employees' ratio shall also include all elective contributions to all 401(k) plans of the Contributing Employer. If there were no Elective Contributions for an eligible employee, the ratio is zero for such employee. An individual shall be an eligible employee with respect to any Plan Year if he is eligible to make Elective Contributions at any time during such year.

(b) In the event the Actual Deferral Percentage for highly compensated employees exceeds the limitation specified in (a) above, then the excess Elective Contributions and any income thereon (as allocated pursuant to the procedure set forth in Section 3.1(b) but with respect to the Plan Year) shall be distributed within two and one half months after the Plan Year for which such excess Elective Contributions were made. The payment shall be deemed to be made before the close of the Year in which the contributions were made. Notwithstanding anything herein to the contrary, prior to distributing any excess Elective Contribution, the Plan shall re-characterize such excess Elective Contribution as a catch-up contribution, if applicable.

(c) The Plan shall determine how much the actual deferral ratio (ADR) of the highly compensated employee with the highest ADR would have to be reduced to satisfy the ADP test or cause such ratio to equal the ADR of the highly compensated employee with the next highest ratio. Second, this process shall be repeated until the ADP test is satisfied. The amount of Excess Contributions equal to the sum of these hypothetical reductions multiplied, in each case, by the highly compensated employee's compensation.

(d) The Elective Contributions of the highly compensated employees with the highest dollar amount of Elective Contributions are reduced by the amount required to cause that highly compensated employee's Elective Contributions to equal the dollar amount of the Elective Contributions of the highly compensated employee with the next highest dollar amount of Elective Contributions. This amount is then distributed to the highly compensated employee with the highest dollar amount. However, if a lesser reduction, when added to the total dollar amount already distributed under this step, would equal the total Excess Contributions, the lesser reduction amount is distributed. If the total amount distributed is less than the total Excess Contributions, the foregoing step is repeated.

(e) Notwithstanding the foregoing, the Plan shall recharacterize Excess Contributions as a catch-up contribution before distributing Excess Contributions to Participants.

(f) Excess Contributions shall be adjusted for any income or loss up to the date of distribution. Any reasonable method for computing the income or loss allocable to Excess Contributions may be used, provided that such method is used consistently for all Participants and for all corrective distributions under the Plan for the Plan Year, and is used by the Plan for allocating income or loss to Participants' Accounts. Income or loss allocable to the period between the end of the Plan Year and the date of distribution may be disregarded in determining income or loss. Notwithstanding anything herein to the contrary, prior to January 1, 2008, Excess Contributions shall be adjusted for income or loss allocable to the period between the end of the Plan Year and the date of distribution only to the extent that such gain or loss would have been credited upon a total distribution of the Account. On and after January 1, 2008, the income or loss on Excess Contributions to be distributed is the income or loss allocable to those contributions through the end of the applicable Plan Year.

(g) Excess Elective Contributions which are refunded to the Participant shall cause the corresponding Employer Matching Contribution to be refunded to the extent it is vested.

(h) For purposes of conducting the Actual Deferral Percentage Test, the Plan shall use the prior year testing method in lieu of the current year testing method in accordance with Code Section 401(k)(3)(A), the provisions of which are incorporated herein by reference.

(i) For purposes of this Section 3.4, the term "highly compensated employee" shall mean an Employee who during the Plan Year or the preceding Plan Year is eligible to have Elective Contributions made on his behalf to the Plan (whether or not such contributions are being made), and who received compensation from the Contributing Employer or an affiliated corporation in excess of $85,000. The $85,000 amount shall be increased based on cost of living adjustments in accordance with rulings of the Secretary of the Treasury ($115,000 in 2014). For purposes of this definition, "Compensation" means 415 Compensation. The determination of whether a person is a "highly compensated employee" shall be made taking into account the employees of all companies which are members of a controlled group of corporations (within the meaning of Code Section 414(b) or such other Federal income tax statutory provisions as shall at the time be applicable) of which the Contributing Employer or an affiliated corporation is also a member. A former "highly compensated employee" shall continue to be treated as a highly compensated employee if he was a highly compensated employee when he separated from service or at any time after age 55. In determining who is a highly compensated employee, the top-paid group election is not made.

(j) ACP Test For each Plan Year, the Actual Contribution Percentage for the eligible highly compensated employees for the Plan Year shall not exceed the Actual Contribution Percentage for all other eligible employees by the greater of:

(i) 125%; or

(ii) 200% but not more than two percentage points.

The Actual Contribution Percentage for the highly compensated employees and all other eligible employees for a Plan Year shall be the average of the ratios (calculated separately for each individual in each group) of the Employer Matching Contributions made during the Plan Year to the employee's compensation. If there were no Employer Matching Contributions for an eligible employee, the ratio is zero for such employee. An individual shall be an eligible employee with respect to any Plan Year if he is eligible to make Elective Contributions at any time during such year.

(k) In the event the Actual Contribution Percentage for highly compensated employees exceeds the limitation specified in (i) above, then the excess Employer Matching Contributions and any income thereon (as allocated pursuant to the procedure set forth in Section 3.4(f)) shall be distributed no later than the last day

of each Plan Year in which such excess Employer Matching Contributions were made on behalf of highly compensated employees so that the Actual Contribution Percentage of the highly compensated employees with the highest Actual Contribution Percentage will first be lowered to the next percentage necessary to satisfy the limitations of paragraph (i) or to that of those highly compensated employees with the next highest Actual Contribution Percentage, whichever first occurs. If such reduction is not sufficient to satisfy the limitations of paragraph (i), the Actual Contribution Percentage of all highly compensated employees who elected at least the next highest Actual Contribution Percentage will be lowered by an additional percentage. If such reduction is not sufficient, similar reductions will be made until all highly compensated employees have been reduced to the same Actual Contribution Percentage. If further reductions are necessary, then adjustments shall be made to the Actual Contribution Percentage of all highly compensated employees until the limitations are satisfied.

(l) For purposes of conducting the Actual Contribution Percentage Test, the Plan shall use the prior year testing method in lieu of the current year testing method in accordance with Code Section 401(m)(2)(A), the provisions of which are incorporated herein by reference.

3.5 Limitations on Benefits and Contributions.

(a) In no event, shall the "annual additions" to the Account of a Participant exceed an amount equal to the lesser of:

(i) $40,000 (as adjusted under Code Section 415(d)); or

(ii) 100% of the total Code Section 415 Compensation.

As used herein, "annual additions" means, for each Participant, the sum of (i) Elective Contributions allocated to an Employee's Account and (ii) Employer Contributions allocated to an Employee's Account.

(b) 415 Compensation shall have the meaning as provided under Code § 415(c)(3), and Regulation § 1.415(c)-2. 415 Compensation shall be adjusted, as set forth herein, for the following types of compensation paid after a Participant's severance from employment with the Employer maintaining the Plan (or any other entity that is treated as the Employer pursuant to Code § 414(b), (c), (m) or (o)). However, amounts described in subsection (i) below may only be included in 415 Compensation to the extent such amounts are paid by the later of 2 1/2 months after severance from employment or by the end of the limitation year that includes the date of such severance from employment. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered 415 Compensation within the meaning of Code § 415(c)(3), even if payment is made within the time period specified above.

(i) Regular pay. 415 Compensation shall include regular pay after severance of employment if:

(A) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

(B) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(ii) Leave cash-outs**.** 415 Compensation shall not include leave cash-outs for unused accrued bona fide sick, vacation, or other leave.

(iii) Deferred Compensation. 415 Compensation shall not include deferred compensation received pursuant to a nonqualified unfunded deferred compensation plan.

(iv) Salary continuation payments for military service Participants. 415 Compensation shall include payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code § 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.

(v) Salary continuation payments for disabled Participants. 415 Compensation shall not include compensation paid to a Participant who is permanently and totally disabled (as defined in Code § 22(e)(3)).

(c) Administrative delay rule. 415 Compensation for a limitation year shall not include amounts earned but not paid during the limitation year solely because of the timing of pay periods and pay dates.

(d) Interaction with Code § 401(a)(17). Participants may not make elective deferrals with respect to amounts that are not 415 Compensation. Code § 415(c)(3) Compensation for any limitation year shall not exceed the annual compensation limit of Code § 401(a)(17).

(e) Definition of annual additions. The Plan's definition of "annual additions" is modified as follows:

(i) Restorative payments. Annual additions for purposes of Code § 415 shall not include restorative payments. A restorative payment is a payment made to restore losses to a Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty

under ERISA or under other applicable federal or state law, where Participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are restorative payments only if the payments are made in order 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 such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). This includes payments to a plan made pursuant to a Department of Labor order, the Department of Labor's Voluntary Fiduciary Correction Program, or a court-approved settlement, to restore losses to a qualified defined contribution plan on account of the breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty under ERISA are not restorative payments and generally constitute contributions that are considered annual additions.

(ii) Other amounts. Annual additions for purposes of Code § 415 shall not include: (1) The direct transfer of a benefit or employee contributions from a qualified plan to this Plan; (2) Rollover contributions (as described in Code § 401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)); (3) Repayments of loans made to a Participant from the Plan; (4) Repayments of amounts described in Code § 411(a)(7)(B) (in accordance with Code § 411(a)(7)(C)) and Code § 411(a)(3)(D) or repayment of contributions to a governmental plan (as defined in Code § 414(d)) as described in Code § 415(k)(3), as well as Employer restorations of benefits that are required pursuant to such repayments; (5) excess deferrals that are distributed in accordance with Regulation § 1.402(g)-1(e)(2) or (3); (6) catch-up contributions made in accordance with Code § 414(v) and Regulation § 1.414(v)-1; (6) employee contributions to a qualified cost of living arrangement within the meaning of Code § 415(k)(2)(B); and (7) the direct transfer of a benefit or employee contributions from a qualified plan to a defined contribution plan.

(f) Limitation Year. The limitation year shall mean the calendar year. The limitation year may be changed by a Plan amendment. If the Plan is terminated effective as of a date other than the last day of the Plan's Limitation Year, then the Plan shall be treated as if the Plan had been amended to change its Limitation Year.

(g) Excess Annual Additions. Notwithstanding any provision of the Plan to the contrary, if the annual additions (within the meaning of Code § 415) are exceeded for any Participant, then the Plan shall correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2006-27 or any superseding guidance, including, but not limited to, the preamble of the final § 415 regulations.

(h) Aggregation and Disaggregation of Plans.

(i) For purposes of applying the limitations of Code § 415, all defined contribution plans (without regard to whether a plan has been terminated) ever maintained by the Employer (or a "predecessor employer") under which the Participant receives annual additions are treated as one defined contribution plan. The "Employer" means an Employer that adopts this Plan and all members of a controlled group or an affiliated service group that includes the Employer (within the meaning of Code §§ 414(b), (c), (m) or (o)), except that for purposes of this Section, the determination shall be made by applying Code § 415(h), and shall take into account tax-exempt organizations under Regulation Section l.414(c)-5, as modified by Regulation Section 1.415(a)-1(f)(1). For purposes of this Section:

(A) A former Employer is a "predecessor employer" with respect to a Participant in a plan maintained by an Employer if the Employer maintains a plan under which the Participant had accrued a benefit while performing services for the former Employer, but only if that benefit is provided under the plan maintained by the Employer. For this purpose, the formerly affiliated plan rules in Regulation Section 1.415(f)-1(b)(2) apply as if the Employer and predecessor Employer constituted a single employer under the rules described in Regulation Section 1.415(a)-1(f)(1) and (2) immediately prior to the cessation of affiliation (and as if they constituted two, unrelated employers under the rules described in Regulation Section 1.415(a)- 1(f)(1) and (2) immediately after the cessation of affiliation) and cessation of affiliation was the event that gives rise to the predecessor employer relationship, such as a transfer of benefits or plan sponsorship.

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

(ii) Break-up of an affiliate employer or an affiliated service group. For purposes of aggregating plans for Code § 415, a "formerly affiliated plan" of an employer is taken into account for purposes of applying the Code § 415 limitations to the employer, but the formerly affiliated plan is treated as if it had terminated immediately prior to the "cessation of affiliation." For purposes of this paragraph, a "formerly affiliated plan" of an employer is a plan that, immediately prior to the cessation of affiliation, was actually maintained by one or more of the entities that constitute the employer (as determined under the employer affiliation rules described in Regulation Section 1.415(a)-1(f)(1) and (2)), and immediately after the cessation of affiliation, is not actually maintained by any of the entities

that constitute the employer (as determined under the employer affiliation rules described in Regulation Section 1.415(a)-1(f)(1) and (2)). For purposes of this paragraph, a "cessation of affiliation" means the event that causes an entity to no longer be aggregated with one or more other entities as a single employer under the employer affiliation rules described in Regulation Section 1.415(a)-1(f)(1) and (2) (such as the sale of a subsidiary outside a controlled group), or that causes a plan to not actually be maintained by any of the entities that constitute the employer under the employer affiliation rules of Regulation Section 1.415(a)-1(f)(1) and (2) (such as a transfer of plan sponsorship outside of a controlled group).

(iii) Nonduplication. In applying the limitations of Code § 415 to the Plan maintained by an Employer, if the Plan is aggregated with another plan pursuant to the aggregation rules of this Section, then a Participant's benefits are not counted more than once in determining the Participant's aggregate Annual Additions, pursuant to the rules of Regulation 1.415(f)-1(d)(1).

(iv) Previously Unaggregated Plans. Two or more defined contribution plans that are not required to be aggregated pursuant to Code § 415(f) and the Regulations thereunder as of the first day of a limitation year do not fail to satisfy the requirements of Code § 415 with respect to a Participant for the limitation year merely because they are aggregated later in that limitation year, provided that no annual additions are credited to the Participant's account after the date on which the plans are required to be aggregated.

3.6 Maximum Deductible Contribution. In no event shall a Contributing Employer be obligated to make a contribution for a Plan Year in excess of the maximum amount deductible for the Contributing Employer under Code Section 404(a)(3)(A), or any statute or rule of similar import.

3.7 Rollover Contributions. A Participant or former Participant may elect to make a Rollover Contribution into the Plan from any type of Eligible Retirement Plan by delivering, or causing to be delivered, an amount in cash which constitutes such Rollover Contribution to the Trustees at such time or times and in such manner as shall be permitted by the Fund Manager, provided that the Fund Manager receives written certification from the Participant and such other documentation that the Fund Manager deems appropriate to determine if such contribution is eligible for rollover to the Plan in accordance with Code Section 402(c) and procedures established by the Fund Manager and will not affect the qualification of the Plan or the tax-exempt status of the Trust under Code Sections 401(a) and 501(a). No Rollover Contribution may be made into the Plan until approved by the Fund Manager. Any Rollover Contribution that is found by the IRS as not being qualified for tax-free rollover treatment shall be returned to the Participant or former Participant. Any expense incident to or liability incurred by the Plan or any fiduciary of the Plan because of transfer of such disqualified assets to the Trust shall be borne solely by and charged to the individual who requested the rollover. The Participant or former Participant shall designate the proportion of his Rollover Contribution that shall be placed in each Investment Fund. As of the date of receipt of such Rollover Contribution by the Trustee, a Rollover Contribution Account shall be established for the Participant and credited with the fair market value of such Rollover Contribution, as

determined by the Trustee. Notwithstanding any other provision of this Plan, under no circumstances shall any funds attributable to any Participant's Rollover Contribution be used in any way as a basis for the allocation or reallocation of any Employer Contributions or forfeitures. At all times the interest of such Participant in his Rollover Contribution Account shall be fully (100%) vested, and any forfeiture provisions contained in this Plan shall not apply to such account.

3.8 Plan to Plan Transfers. The Trustees, in accordance with a uniform and nondiscriminatory policy applicable to Employees, may direct the Trust Fund to accept a contribution transferred directly to the Trust Fund from the trustee of another trust described in Code Section 401(a) and exempt from tax under Code Section 501(a) on behalf of an Employee (whether or not otherwise a Participant) who participated in that trust. Prior to the acceptance of such a contribution, the Trustees shall obtain such evidence, assurances, opinions and certifications it may deem necessary to establish to its satisfaction that the amount to be contributed will not affect the qualification of the Plan or the tax-exempt status of the Trust under Code Sections 401(a) and 501(a), respectively.

SECTION 4
INVESTMENT FUNDS AND PARTICIPANTS ACCOUNTS

4.1 Separate Accounts or Accountings. Separate Accounts shall be established and maintained for each Participant reflecting his interest in each of the Investment Funds, and the extent to which such interest reflects Elective Contributions and Employer Contributions. The Trustees shall make available at least three Investment Funds that provide Participants with a broad range of investment alternatives within the meaning of Department of Labor Regulation Section 2550.404c-1. The Trustees reserve the right, at any time, to eliminate any Investment Fund or create additional Investment Funds for the investment of the Trust in the future.

4.2 Allocation to Investment Funds. A Participant or former Participant shall designate that current Elective Contributions, Employer Contributions and Rollover Contributions be allocated as the Participant or former Participant shall elect to one or more of the available Investment Funds. Elections must be made in whole percentages by giving notice either in writing or through the voice response system (or other electronic procedure or system) as authorized by the Fund Manager. A Participant's or former Participant's designation regarding the percent of a contribution to be allocated to each Investment Fund with respect to Elective Contributions and Employer Contributions is independent of his designation with respect to all Contributions of any type previously made. In the event a Participant or former Participant fails to provide timely and/or sufficient investment direction(s) with respect to their Elective Contributions, Employer Contributions and/or Rollover Contributions, as applicable, then the Participant's or former Participant's Elective Contributions, Employer Contributions and/or Rollover Contributions in which there is not timely or sufficient investment directions shall be invested in the closest age based investment fund available under the Plan and if the Participant's or former Participant's age is not known, then a balanced fund under the Plan's investment options (the "Default Fund"); provided that the Participant or former Participant shall be able to transfer out of the Default Fund without financial penalty on the same terms as any other investment option, and at least as frequently as once within any three-month period.

4.3 Change of Investment Direction and Transfers between Investment Funds.

(a) Any investment direction given by a Participant shall be deemed to be a continuing direction until changed. A Participant may elect at any time to change his investment direction with respect to future Elective Contributions and Employer Contributions by filing the appropriate form with the Fund Manager designating a new percentage that is a multiple of 1% applicable to the funds. Such election shall be made either in writing or through the voice response system (or other electronic procedure or system) authorized by the Fund Manager. Such change shall be implemented as soon as practicable following such directive given by the Participant.

(b) A Participant may transfer amounts allocated to any of the Investment Funds at any time by filing with the Fund Manager a notice directing that a portion of his Accounts held in one or more funds be transferred to another such fund by giving notice either in writing or through the voice response system (or other electronic procedure or system) authorized by the Fund Manager. Such change shall be

implemented as soon as practicable following such directive given by the Participant.

(c) A Participant whose participation has terminated may continue to transfer amounts among his account as set forth in (b) above until his Accounts have been fully distributed.

4.4 Investment Funds.

(a) Maintenance of Separate Investment Funds. The Trustees shall maintain separate investment funds which may be changed from time to time, pursuant to which Elective and Employer Contributions and Rollover Contributions shall be invested at the direction of Participants as set forth in Sections 4.2 and 4.3. The earnings from investments in each Fund shall be reinvested in the same Fund.

(b) Valuation of Investment Accounts. Each Participant's interest in each of the Investment Funds shall be maintained in separate accounts as provided in Section 4.1 to be valued at fair market on each Valuation Date. Once the valuations have been made, the accounts will be proportionally adjusted for gains or losses and payment of Plan expenses paid pursuant to Section 3.3.

(c) Former Participants. The Accounts of a former Participant or Beneficiary shall continue to be subject to adjustment as provided in paragraph (b) hereof as of each succeeding Valuation Date until such Accounts have been fully distributed.

4.5 Reports. As soon as practicable after each calendar quarter, and at such other times as the Fund Manager may determine, there shall be furnished to each Participant, former Participant and Beneficiary who then has a balance in any account a statement, in such form as the Trustees may authorize, showing the current condition of his accounts. The statement will show the Participant's total account balance and balance in each Investment Fund at the beginning of the statement period, the total Employer and Employee Contributions and Rollover Contributions made during the period, investment gains or losses during the period, any transfers between investments made during the period, the total account balance and balance in each investment fund at the end of the period.

SECTION 5
VALUATION OF TRUST FUND

5.1 Valuation of Trust Fund. The Trustees shall value the Trust Fund at its fair market value as of each Valuation Date. In determining such value, allocation made to Participant's Accounts pursuant to Section 5.2 shall be deemed to have been made as of the day immediately following such immediately preceding Valuation Date.

5.2 Allocation of Accounts. As of each Valuation Date, the Account of each Participant shall be adjusted to reflect:

(a) Income or loss earned or accrued, including any capital gain and loss, expenses, and increases and decreases of the fair market value of the assets held in each of the various investment funds into which the Participant has directed the investment of his Account since the immediately preceding Valuation Date. Such allocation shall be in the same proportion as the value of each Participant's Account invested in each Investment Fund as of the immediately preceding Valuation Date bears to the total value of the Accounts of all Participants invested in that investment fund as of such date;

(b) Elective Contributions made since the next preceding Valuation Date;

(c) Employer Contributions, including any Employer Matching Contributions, shall be determined for each Participant and credited;

(d) Rollover Contributions, if any, made since the next preceding Valuation Date; and

(e) Distributions payable as of the current Valuation Date.

Amounts allocated to a Participant's Account shall be invested in the Investment Funds in the percentages elected by the Participant pursuant to Section 4.2 based on the value of the Participant's Account as of the current Valuation Date.

Amounts held in a suspense account under this Plan shall not share in losses or gains for purposes of allocating investment earnings and losses.

SECTION 6
VESTING

6.1 Vesting of Contributions. Each Participant shall be 100% vested at all times in his Elective Contributions Account, his Employer Contributions Account and his Rollover Contribution Account, including any increment or decrement thereon.

SECTION 7
BENEFITS PAYABLE UPON DEATH

7.1 Benefit Payable upon Death. Upon the death of a Participant, his Beneficiary shall be entitled to the unpaid balance of the Participant's Account.

7.2 Payment of Death Benefits. No payment of benefits on account of the death of a Participant under this Section 7 shall be made until due notice of the death of the Participant has been received by the Fund Manager, in such manner as the Fund Manager in its sole discretion shall determine.

7.3 Designation of Beneficiary. Each Participant shall have the right to designate a Beneficiary (and one or more alternate Beneficiaries) to receive any death benefit payable under the Plan. Such designation shall be made by filing the appropriate form with the Fund Manager. Any such designation may be revoked and a new Beneficiary designated in a similar manner, without the consent of any person. In the absence of any such designation or if there shall be no designated person living at the time a benefit becomes payable, Beneficiary shall mean the surviving lawful Spouse of the Participant, or if there is no surviving lawful Spouse, the Participant's children, per capita, or if there are no surviving children, the Participant's parents, or if there are no surviving parents, the Participant's estate.

Notwithstanding the above, in the case of a Participant who is married at the time of his death, such Beneficiary shall automatically be his Spouse (and no other person designated by him shall be entitled to any other benefits in respect of him under the Plan) unless another Beneficiary is named with the written consent of the Spouse. Such consent shall contain an acknowledgment of the effect upon the Spouse of the election of the Participant to have the benefit paid to other than the Participant's Spouse and shall be witnessed by (i) a notary public, (ii) an employee of the Fund Manager or anyone designated by the Fund Manager, or (iii) any other person who is designated by the Trustees for such purpose. Such consent shall be irrevocable. Spousal consent shall not be required if it is established to the satisfaction of the Trustees that consent may not be obtained because there is no Spouse, because the Spouse cannot be located, or because of such other circumstances as may be prescribed by regulations.

7.4 Distribution of Benefits. Distribution of any benefits payable under this Section shall be paid in accordance with and subject to the provisions of Section 8.

SECTION 8
PAYMENT OF BENEFITS

8.1 Date Payment Commences. Payment of benefits under the Plan may begin to a Participant on his or her severance from employment, Early Retirement Date, Normal Retirement Date, Disability Retirement Date or in the event that a Contributing Employer whose obligation it is to contribute to the Plan on behalf of the Participant pursuant to Section 3.1(a) of the Plan ceases to be a Contributing Employer. Benefit payments shall not commence to a Participant if the Participant remains employed by a Participating Employer in a non-bargaining unit position that is not Covered Employment.

Distribution of benefits shall begin, unless the Participant elects otherwise with the approval of the Trustees, before the sixtieth (60^{th}) day after the latest of the close of the Plan Year in which occurs the latest of:

(a) The Participant attains his Normal Retirement Date;

(b) The Participant's severance from employment with the Contributing Employer; or

(c) The 10-year anniversary of the date on which the Participant commenced participation in the Plan.

Notwithstanding the foregoing, if at the time benefits are first distributable under this Section 8, the balances credited to an inactive Participant's Account exceed $1,000, benefits shall be paid only if the Participant consents in writing to such distribution not more than 180 days before commencement. Once a Participant begins to receive monthly payments, the automatic $1,000 cash-out provision shall not apply. The failure of a Participant to consent to a distribution, where required is deemed to be an election by such Participant to defer commencement until age 70 1/2.

In no event will distributions commence later than April 1 of the calendar year following the calendar year in which he attains age 70 1/2 or retires, if later.

Notwithstanding the foregoing, an alternate payee under a "qualified domestic relations order" may receive an immediate distribution from the Plan after the Fund Manager approves the domestic relations order and provided that such domestic relations order contains provisions with respect to such immediate distribution.

8.2 Form of Benefit Payment. Upon the written election of the Participant, filed with the Fund Manager on a form approved by it not later than the date of commencement of payment of benefits, distribution of the Participant's Accounts shall be made pursuant to one of the following three methods described in Section 8.2(a), (b) or (c) below or if no election is made, then distribution shall be paid in a lump sum in full settlement of the Plan's liability therefor:

(a) In a single sum distribution of cash in the full amount payable.

(b) In a number of monthly installments over a period of five, ten, fifteen or twenty years, as the Participant shall elect. The amount of the monthly payment shall be

adjusted each month to reflect market value and in accordance with the provisions of Section 4.3. At any time after the commencement of payment of benefits pursuant to this Section 8.2(b), a Participant, or his Beneficiary in the event of a Participant's death, may elect to accelerate the payment of benefits and receive the remainder of the Participant's Accounts in a single sum distribution of cash.

(c) In monthly installments based on the Participant's life expectancy. The Participant's total account balance will be divided by his life expectancy on the date payments are first made payable. After the first year on every anniversary of the date payments were first payable, the annual payout will be recalculated by dividing the total unpaid balance by the updated life expectancy. At any time after the commencement of payments pursuant to this Section 8.2(c), a Participant, or his Beneficiary in the event of a Participant's death, may elect to accelerate the payment of the Participant's Accounts in a single sum distribution of cash.

(d) If the present value of any benefit payable to any person is $1,000 or less, the Fund Manager shall pay such benefit in a single sum distribution of cash in the full amount payable, and the Participant may not elect to receive such benefit in the forms described in Section 8.2(b) or (c).

8.3 Substitute Payee. If any person entitled to receive any benefits hereunder is in his minority or under other legal disability, the Trustees may make distributions to his legally appointed guardian, if applicable, or to such person, persons, or institutions as, in the judgment of the Trustees, are then maintaining or having custody of the payee.

8.4 Direct Rollover Provision.

(a) Notwithstanding any provision of this Plan to the contrary that would otherwise limit a Distributee's election under this Section 8.4(a), a Distributee may elect, at the time and manner prescribed by the Fund Manager, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(b) For purposes of this Section 8.4, 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: (i) 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; (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9); (iii) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and (iv) any distribution from a 401(k) plan after December 31, 1999 made on account of hardship. Effective January 1, 2002, a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are

not includible in gross income. However such portion may be transferred only to an individual retirement account or annuity described in Code Section 408(a) or (b) or to a qualified defined contribution plan described in Code Sections 401(a) or 403(a) or (b) and 457(b) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is inducible in gross income and the portion of such distribution which is not includible. Effective January 1, 2008, in the case of a non-spouse Beneficiary, an Eligible Rollover Distribution is a direct trustee-to-trustee transfer of any portion of a distribution from an Eligible Retirement Plan to an individual retirement plan described in Code Section 408(a) or Roth IRA described in Code Section 408A, that is established on behalf of a designated beneficiary who is a non-spouse Beneficiary.

(c) For purposes of this Section 8.4, an Eligible Retirement Plan is (i) an individual retirement account described in Code Section 408(a), (ii) a tax-sheltered annuity plan described in Code Section 403(b), (iii) an annuity plan described in Code Section 403(a), (iv) an individual retirement annuity described in Code Section 408(b), (v) a qualified trust described in Code Section 401(a), (vi) effective January 1, 2008, a Roth IRA described in Code Section 408(A) or (vii) an eligible governmental deferred compensation plan described in Code Section 457(b) which agrees to account separately for amounts transferred to such plan by this Plan; provided that the account, annuity, plan or trust (as the case may be) agrees to accept such rollover distribution. 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 relations order, as defined in Code Section 414(p). In the case of an Eligible Rollover Distribution to a non-spouse Beneficiary, an Eligible Retirement Plan is an IRA or Roth IRA.

(d) For purposes of this Section 8.4, a Distributee is a Participant or former Participant and effective January 1, 2008, a non-spouse Beneficiary for purposes of Code Section 402(c). In addition, the Participant's or former Participant's surviving spouse and the Participant's or former Participant's Spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are Distributees with regard to the interest of the Spouse or former spouse.

(e) For purposes of this Section 8.4, a Direct Rollover is any payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

8.5 Early Retirement Benefits. Upon the attainment of his Early Retirement Date, a Participant shall be 100% vested in his Account. Notwithstanding any other provisions of the Plan to the contrary, upon termination of employment following the attainment of such Early Retirement Date, a Participant shall be entitled to receive his Account valued as of the Valuation Date immediately preceding or coinciding with the date of distribution. Distribution shall be made in accordance with Section 8 hereof.

8.6 Hardship Distributions.

(a) A Participant may, on account of "Hardship" (as hereinafter defined), elect to withdraw any dollar amount standing to such Participant's credit in his Elective Contributions Account by giving prior written notice to the Fund Manager on the applicable form within such time limit as the Fund Manager shall prescribe and, if married, the Participant shall obtain the consent of his or her Spouse.

(b) The term "Hardship" means a circumstance resulting from an immediate and heavy financial need of the Participant due to: (i) medical expenses that would be deductible under Code Section 213(d) (determined without regard to whether the expenses exceed 7.5% of adjusted gross income); (ii) payment of tuition or related educational expenses for the next 12 months of post-secondary education for the Participant, his spouse or dependents (as defined in Code Section 152 and without regard to Code Sections 152(b)(1),(b)(2),(d)(1)(B)); (iii) the purchase (excluding mortgage payments) of a principal residence for the Participant; (iv) payment to prevent eviction from the Participant's principal residence or foreclosure on the mortgage of that residence; (v) payment for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents (as defined in as defined in Code Section 152 and without regard to Code Section 152(d)(1)(B)); or (vi) expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

(c) No distribution shall be deemed to be made by reason of Hardship to the extent such distribution exceeds the amount required to meet the immediate financial need created by the Hardship or to the extent the need may be satisfied from other resources that are reasonably available to the Participant, including plan loans to the extent available from any qualified plan. A Hardship distribution is not in excess of the amount of an immediate and heavy financial need if it includes amounts necessary to pay any Federal, state or local income taxes or penalties reasonably anticipated to result from the distribution. The determination of the existence of Hardship and the determination of the amount required to be distributed to meet the need created by the Hardship shall be made by the Fund Manager pursuant to uniform and nondiscriminatory rules, consistent with the requirements of the Code and applicable regulations.

(d) The Participant may not, under this or any other plan, make Elective Contributions for the next 6 months after receipt of the Hardship distribution. A Participant may resume participation as of the first of the month following the expiration of the suspension period. The withdrawal will be made from an investment fund hierarchy established by the Fund Manager.

8.7 Age 59 1/2 Withdrawals. A Participant who is employed by a Contributing Employer in Covered Employment and who has attained age 59 1/2 may elect to make a cash withdrawal of all or any portion of his vested interest in his Account (reduced by any unpaid loans if

applicable) by notifying the Fund Manager of his election to make such a withdrawal. Such withdrawal shall be made as soon as practicable after the Fund Manager has received all of the necessary forms or other communications as they so determine from the Participant without any interest or earnings accrued thereon from or after the Valuation Date on which the Fund Manager receives such directions. The Fund Manager may prescribe uniform and non-discriminatory rules and procedures, including, but not limited to, limiting the number of times a Participant may make withdrawals under this Section 8.7 during any Plan Year, specifying a minimum amount that may be withdrawn on any single occasion and adopting rules regarding the specific Investment Funds from which withdrawals are to be made.

8.8 Required Minimum Distributions. Notwithstanding any provisions of the Plan to the contrary, for required minimum distributions to a Participant or Beneficiary which shall commence prior to January 1, 2003, such Required Minimum Distributions shall be made in accordance with proposed Treasury Regulations Section 1.401(a)(9), and shall be made in good faith compliance until final Regulations are issued, pursuant to such Proposed Regulations.

(a) General Rules.

(i) Effective Date. The provisions of this Section 8.8 will apply for purposes of determining Required Minimum Distributions for calendar years beginning with the 2003 calendar year.

(ii) Precedence. The requirements of this Section will take precedence over any inconsistent provisions of the Plan.

(iii) Requirements of Treasury Regulations Incorporated. All distributions required under this Section will be determined and made in accordance with the Treasury regulations under Code Section 401(a)(9).

(iv) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Section 8.8, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(b) Time and Manner of Distribution.

(i) Required Beginning Date. The Participant's entire interest shall be distributed, or begin to be distributed no later than the Participant's Required Beginning Date.

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

(A) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then, except as provided in the adoption agreement, distributions to the surviving spouse will begin by

December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the retirement Participant would have attained age 70 1/2, if later.

(B) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then, except as provided in the adoption agreement, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

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

(D) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 8.8(b)(ii), other than Section 8.8(b)(ii)(A), will apply as if the surviving spouse were the Participant.

For purposes of this Section 8.8(b)(ii) and Section 8.8(d), unless Section 8.8(b)(ii)(D) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Section 8.8(b)(ii)(D) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 8.8(b)(ii)(A). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 8.8(b)(ii)(A)), the date distributions are considered to begin is the date distributions actually commence

(iii) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with Sections 8.8(c) and 8.8(d) of this article. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the Treasury regulations.

(c) Required Minimum Distributions during Participant's Lifetime.

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

(A) balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the

Participant's age as of the Participant's birthday in the Distribution Calendar Year; or

(B) if the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's Spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the Distribution Calendar Year.

(ii) Lifetime Required Minimum Distributions Continue through Year of Participant's Death. Required Minimum Distributions will be determined under this Section 8.8(c) beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

(d) Required Minimum Distributions after Participant's Death.

(i) Death On or After Date Distributions Begin.

(A) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:

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

(2) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving spouse's age as of the Spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving spouse's death, the remaining Life Expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

(3) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's

remaining Life Expectancy is calculated using the age of the beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(B) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) Death before Date Distributions Begin.

(A) Participant Survived by Designated Beneficiary. Except as provided in the adoption agreement, if the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in Section 8.8(d)(i).

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

(C) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 8.8(b)(ii)(A), Section 8.8(d)(ii) will apply as if the surviving spouse were the Participant.

(e) Definitions.

(i) Designated Beneficiary. The individual who is designated as the beneficiary under the Plan and is the Designated Beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-4, Q&A-1, of the Treasury regulations.

(ii) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Section 8.8(b)(ii). The Required Minimum Distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The Required Minimum Distribution for other Distribution Calendar Years, including the Required Minimum Distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

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

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

(v) Required Beginning Date. A Participant's Required Beginning Date is the date specified in Section 8.1 of the Plan.

8.9 Distribution under HEART Act. A Participant who is performing qualified military service (as that term is used in Code § 414(u)(1)) for more than 30 days shall be treated as having incurred a severance from Covered Employment for purposes of being eligible to take a distribution under Section 8.1 of the Plan. If a Participant receives such a distribution in accordance with the Heroes Earnings Assistance and Relief Tax Act of 2008, he or she will be barred from making Elective Contributions for a period of 6 months following the date of receipt of such distribution.

SECTION 9
LOANS TO PARTICIPANTS

9.1 Loans to Participants. Loans are made available to all Participants on a reasonably equivalent basis and in a uniform and nondiscriminatory manner, pursuant to standards and procedures adopted by the Fund Manager and subject to the provisions below:

(a) Participants with account balances, regardless of employment status, are eligible for a loan through the Plan.

(b) Participants may not have more than one loan through the Plan outstanding at any time.

(c) Loan applications must be in writing on a form provided for that purpose by the Plan and state the reasons for the loan and the Participant's consent to the Plan's foreclosure on the loan in the event of default. There are two types of loans: (i) general purpose loans, which may be used for any purpose; and (ii) primary residence loans, which may be used by the Participant solely to purchase the Participant's primary residence (as evidenced by appropriate paperwork, including but not limited to, a contract for the sale with both buyer and seller's signatures and a good faith estimate of the sale). Loan applications shall require an application fee in an amount to be determined by the Board.

(d) Loans must bear a reasonable rate of interest equal to the prime rate plus one percent (1%) unless otherwise determined by the Fund Manager. Notwithstanding the foregoing, during any qualified absence due to qualified military service, the interest rate will be no more than six percent (6%) compounded annually.

(e) Loans must be secured by the Participant's Account in an amount equal to the loan, including accrued interest, not to exceed fifty percent (50%) of the present value of the Participant's Account. Participants must provide an executed promissory note and security agreement.

(f) Loans must provide for periodic repayment over the life of the loan. Loan repayments shall be made monthly through direct billing from the third party record keeper. Repayment shall begin as soon as is administratively practicable following issuance of the loan. Repayment may be made over a reasonable period of time not to exceed five (5) years, with interest and principal being paid in substantially equal payments at least quarterly. Notwithstanding the foregoing, primary residence loans may provide for periodic repayment over a reasonable period of time not to exceed ten (10) years.

(g) Loans must be no less than $1,000 and no more than the lesser of $50,000 (reduced by the highest outstanding balance of loans from the Plan during the one-year period ending on the date before such loan was made) or one-half of the Participant's Account.

(h) Loans may be repaid in full without penalty. Repayments of principal and interest shall be invested in the Investment Funds in the same proportion that the Participant's Account is invested in each such Investment Fund at the time of repayment.

9.2 Default.

(a) The following events will constitute a default on a loan through the Plan: (i) if a Participant fails to make a loan payment for more than ninety (90) days, unless such failure is due to a qualified absence due to qualified military service; (ii) if a Participant dies; (iii) if a Participant files for personal bankruptcy; or (iv) the term of the loan through the Plan exceeds the regulatory limits allowed.

(b) If a loan is in default pursuant to Section 9.2(a), the defaulted loan will be reported as a taxable distribution to the Participant on Form 1099-R for the calendar year of the default without further action by or approval of the Participant, the spouse or any Beneficiary in complete discharge of all liability to the Plan.

9.3 Suspension of Repayments during Qualified Military Service. Notwithstanding any provision of this Plan to the contrary, repayment of all loans under the Plan shall be suspended during any qualified absence due to qualified military service as required under Code § 414(u).

SECTION 10
ADMINISTRATION, REVIEW, ARBITRATION, AND CLAIMS PROCEDURE

10.1 Decisions of Trustees Binding. Subject only to the provisions set forth in the Declaration of Trust with relation to deadlocks, the decision of the Trustees shall be final and binding with respect to all disputes concerning the meaning and application of the Plan, and such decisions of the Trustees shall be final and binding upon all persons including Employers, the Union, Employees and Participants. The Trustees may at any time, by resolution duly adopted, appoint a Committee for the hearing and consideration of any matters specified by the Trustees, and the report of such Committee shall be binding on all parties subject only to approval, disapproval or modification by the Trustees.

10.2 Claims and Appeals Procedures.

The Plan Administrator shall adopt reasonable claims-and-appeals procedures pursuant to Department of Labor Regulations Section 2560.503-1. No legal action may be commenced or maintained to recover benefits under the Plan more than 12 months after the final review/appeal decision by the Plan Administrator has been rendered or deemed rendered.

10.3 Arbitration. In the event of a dispute by the applicant of the denial of his claim by the Trustees, in whole or in part, the controversy or claim shall be settled by arbitration in accordance with the employee benefit claims arbitration rules of the American Arbitration Association. One half of the expenses of the arbitration, including the arbitrator's fees and charges shall be paid for from the funds of the Plan, and the other half shall be paid by the applicant if he loses and by the Plan if he wins. The arbitrator shall determine whether the applicant won or lost as part of his decision. The decision and award of the arbitrator shall be final and binding in all respects.

10.4 Administration of the Plan. The Trustees shall have the responsibility for administering this Plan and making determinations as to its effect and application. The Trustees may appoint a Fund Manager who shall be responsible for the day-to-day operation of the Plan. Forms or documents filed with the Fund Manager shall be deemed filed when received by the Fund Manager.

10.5 Umpire Decides Disagreements. Any question within the scope of the Trustees upon which no agreement is reached shall be referred to the umpire who shall be selected as provided in the Declaration of Trust.

The scope of any arbitration proceeding before such umpire shall not infringe upon the area of provisions agreed upon in any collective bargaining agreement with the Union and the Declaration of Trust, nor shall such umpire have power of authority to change or modify such provisions or render any decisions or award in conflict with any of the provisions of any collective bargaining agreement with the Union or the Declaration of Trust.

10.6 Trustees, Pension Committee and Appeals Committee May Retain Assistants. The Trustees may retain such actuarial, legal, accounting, clerical and other assistance as they deem advisable and they shall be entitled to rely upon the correctness of any information furnished by the Trustees.

The fees and expenses of any individuals or companies retained under this Section shall be borne by the Trust Fund.

10.7 Limitation of Liability of Trustees. Except as provided by ERISA, it is expressly stipulated that the Trustees are in no event to be under any personal obligation, that their obligation shall be solely as Trustees of the Trust Fund, that the distributions provided in this Plan are to be paid solely out of Plan assets as such and are payable only to the extent that assets are available for that purpose.

10.8 Action or Decision by the Trustees. Any action taken or decision made by the Trustees shall be binding if taken in accordance with the Declaration of Trust.

SECTION 11
AMENDMENT AND TERMINATION OF THE PLAN

11.1 Amendment. The Plan may be amended in whole or in part at any time by the Trustees, provided, however, that:

(a) Except as otherwise provided in accordance with Section 403(c) of ERISA, prior to the satisfaction of all expenses of the Trust Fund and all liabilities under the Plan with respect to all Participants, no amendment or modification may be made which would permit any part of the corpus or income of the Trust Fund to be used for or diverted to purposes other than for the exclusive benefit of the Participant or their Beneficiaries and/or other persons entitled to benefits under the Plan;

(b) No amendment or modification shall deprive any Participant or Beneficiary of any benefit already accrued and payable, nor shall a plan amendment decrease a Participant's accrued benefit;

(c) No amendment shall have the effect of reducing the non-forfeitable percentage of a Participant's Account to which he is vested with respect to anyone who is a Participant on the date the amendment is adopted or the date the amendment is effective, whichever is later; provided that if the vesting provisions set forth in Section 6 are amended, any Participant who, as of the effective date of the amendment, has been credited with 3 or more Years of Service, may irrevocably elect under procedures specified by the Trustees to have his non-forfeitable percentage computed without regard to the amendment; and

(d) Notwithstanding the provisions of Subsections (a), (b) and (c), any amendment may be retroactive to the extent necessary to preserve the qualified tax-exempt status of the Plan.

11.2 Termination of the Plan. While the Plan is intended to be permanent, it may be terminated at any time by the Trustees. Written notification of such action shall be given to the Union, each Contributing Employer and the Trustees setting forth the termination date. After termination of the Plan, no further contributions by a Contributing Employer shall be made hereunder. Upon the termination of the Plan, all provisions of the Plan and Declaration of Trust, other than the provisions for contributions, that are necessary in the opinion of the Trustees to wind-up the business of the Plan shall remain in force.

11.3 Vesting and Maintenance of Accounts. Upon termination or partial termination of the Plan or the complete discontinuance of contributions under the Plan, the Account of each Participant shall be fully vested and non-forfeitable; provided, however, that in the event of a partial termination, the non-forfeitable rights shall be applicable only to the portion of the Plan that is terminated.

Until distributed to the Participant in accordance with Section 11.4, each Participant's Account shall continue to be valued in accordance with the provisions of Section 5. For purposes of such valuations, the date as of which the contributions are discontinued or the date set forth as the termination date shall be deemed a Valuation Date. Included in any such valuation shall be expenses

incurred in effectuating such termination, partial termination or discontinuance (such as the fees and retainers of the Plan's Trustees, actuary, accountant, custodian, counsel, administrator or other specialist).

11.4 Termination of Trust Fund. In the event that after termination of the Plan the Trustees shall determine that the continuance of the Trust Fund is not in the best interests of the Participants, the Trustees may terminate the Trust Fund, and upon such termination, the Trustees shall apply for the benefit of each Participant (or Beneficiary) the full value of such Participant's Account to which he may be entitled under Section 11.3. Such application shall be made by lump sum payment as the Trustees shall determine subject to the provisions of Section 8.

SECTION 12
TOP-HEAVY PROVISIONS

12.1 Top-Heavy Rules. This Section shall apply for purposes of determining whether the Plan is a Top-Heavy Plan under Code Section 416(g) for Plan Years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefits requirements of Code Section 416(c) for such years.

Wherever used in this Section 12, the following words and phrases shall have the following meanings:

(a) Determination of Top-Heavy Status. This Plan is Top-Heavy if any of the following conditions exist:

(i) If the Top-Heavy Ratio for this Plan exceeds 60 percent and this Plan is not part of any Required Aggregation Group or Permissive Aggregation Group of plans.

(ii) If this Plan is a part of a Required Aggregation Group of plans but not part of a Permissive Aggregation Group and the Top-Heavy Ratio for the group of plans exceeds 60 percent

(iii) If this Plan is a part of a Required Aggregation Group and part of a Permissive Aggregation Group and the Top-Heavy Ratio for the Permissive Aggregation Group exceeds 60 percent.

(b) "Determination Date" means the date as of which it is determined if a plan is to be a Top-Heavy Plan for a Plan Year. The Determination Date with respect to a plan shall be the last day of the preceding Plan Year or, in the case of a new plan for the first Plan Year, the last day of such Plan Year.

(c) "Key Employee" means any employee or former employee (including any deceased employee) who at any time during the Plan Year that includes the determination date was an officer of the Employer having annual compensation greater than $150,000 (as adjusted under Code Section 416(i)(1)), a 5-percent owner of the Employer, or a 1-percent owner of the Employer having annual compensation of more than $150,000. For this purpose, annual compensation means 415 Compensation. The determination of who is a Key Employee will be made in accordance with Code Section 416(i) and applicable Regulations and other guidance of general applicability issued thereunder.

(d) "Permissive Aggregation Group" means the Required Aggregation Group plus any other plan or plans of the Employer, which, when considered as a group with the Required Aggregation Group, would continue to meet the requirements of Code Sections 401(a)(4) and 410.

(e) "Required Aggregation Group" means (1) each qualified plan of the employer in which a Key Employee is a Participant or participated at any time during the Plan

Year containing the Determination Date or any of the four preceding Plan Years (regardless of whether the Plan has terminated) and (2) any other qualified plan of the employer which enables a plan described in (1) to meet the requirements of Code Sections 401(a)(4) or 410.

(f) "Top-Heavy Ratio" means:

(i) If an Employer maintains one or more defined contribution plans (including any Simplified Employee Pension Plan) and the Employer has not maintained any defined benefit plan which during the 5-year period ending on the Determination Date(s) has or has had accrued benefits, the Top-Heavy Ratio for this Plan alone or for the Required Aggregation Group or Permissive Aggregation Group as appropriate is a fraction, the numerator of which is the sum of the account balances of all Key Employees as of the Determination Date(s) (including any part of any account balance distributed in the 1-year period ending on the Determination Date(s)) (5-year period ending on the Determination Date in the case of a distribution made for a reason other than severance from employment, death or disability and in determining whether the Plan is Top-Heavy for Plan Years beginning before January 1, 2002), and the denominator of which is the sum of all account balances (including any part of any account balance distributed in the 1-year period ending on the Determination Date(s)) (5-year period ending on the Determination Date in the case of a distribution made for a reason other than severance from employment, death or disability and in determining whether the plan is Top-Heavy for Plan Years beginning before January 1, 2002), both computed in accordance with Code Section 416 and the regulations thereunder. Both the numerator and denominator of the Top-Heavy Ratio are increased to reflect any contribution not actually made as of the Determination Date, but which is required to be taken into account on that date under Code Section 416 and the regulations thereunder.

(ii) If the Employer maintains one or more defined contribution plans (including any Simplified Employee Pension Plan) and the Employer maintains or has maintained one or more defined benefit plans which during the 5-year period ending on the Determination Date(s) has or has had any accrued benefits, the Top-Heavy Ratio for any Required Aggregation Group or Permissive Aggregation Group as appropriate is a fraction, the numerator of which is the sum of account balances under the aggregated defined contribution plan or plans for all Key Employees, determined in accordance with (i) above, and the present value of accrued benefits under the aggregated defined benefit plan or plans for all Key Employees as of the Determination Date(s), and the denominator of which is the sum of the account balances under the aggregated defined contribution plan or plans for all Participants, determined in accordance with (i) above, and the present value of accrued benefits under the defined benefit plan or plans for all Participants as of the Determination Date(s),

all determined in accordance with Code Section 416 and the regulations thereunder. The accrued benefits under a defined benefit plan in both the numerator and denominator of the Top-Heavy Ratio are increased for any distribution of an accrued benefit made in the 1-year period ending on the Determination Date (5-year period ending on the Determination Date in the case of a distribution made for a reason other than severance from employment, death or disability and in determining whether the Plan is Top-Heavy for Plan Years beginning before January 1, 2002).

(iii) For purposes of (i) and (ii) above the value of account balances and the present value of accrued benefits will be determined as of the most recent valuation date that falls within or ends with the 12-month period ending on the Determination Date, except as provided in Code Section 416 and the regulations thereunder for the first and second plan years of a defined benefit plan. The account balances and accrued benefits of a Participant (1) who is not a Key Employee but who was a Key Employee in a prior year, or (2) who has not been credited with at least one hour of service with any Employer maintaining the Plan at any time during the 1-year period (5-year period in determining whether the plan is top-heavy for plan years beginning before January 1, 2002) ending on the Determination Date will be disregarded. The calculation of the Top-Heavy Ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Code Section 416 and the regulations thereunder. Deductible employee contributions will not be taken into account for purposes of computing the Top-Heavy Ratio. When aggregating plans the value of account balances and accrued benefits will be calculated with reference to the Determination Dates that fall within the same calendar year.

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

12.2 Top-Heavy Minimum Allocation.

(a) For any Plan Year in which the Plan is a Top-Heavy Plan, a Top Heavy Minimum Allocation shall be made for the benefit of each Participant who is not a Key Employee. Top-Heavy Minimum Allocation means an amount of Employer contributions and forfeitures equal at least the lesser of (i) 3% of such Participant's total 415 Compensation, or (ii) that percentage of his 415 Compensation which represents the largest percentage determined by dividing, for each Key Employee, (A) the total of all Employer Contributions and Elective Contributions and forfeitures for such Key Employee's benefit for such year, by (B) his Compensation for such year.

(b) If an Employee is also a participant in any other defined contribution plan of a Contributing Employer, the minimum contribution set forth in (a) above shall be reduced by any contributions to such other plan with respect to the Employee.

(c) If an Employee is also a participant in a defined benefit plan of a Contributing Employer which is determined to be Top-Heavy and such Employee is entitled to receive the defined benefit plan minimum benefit which satisfies the requirements set forth in Code Section 416(c)(1), the minimum benefit set forth in (a) above shall be reduced to the extent permitted by Code Section 416 (or any regulations issued thereunder) with respect to any benefits provided under such plans.

Effective for purposes of determining whether the Plan satisfies the minimum benefit requirements of Code Section 416(c) for Plan Years beginning after December 31, 2001 in which the Plan is determined to be Top-Heavy, Employer Matching Contributions shall be taken into account for purposes of satisfying the minimum contribution requirements of Code Section 416(c)(2) and the Plan. The preceding sentence shall apply with respect to matching contributions under the Plan. Matching contributions that are used to satisfy the minimum contribution requirements shall be treated as Employer Matching Contributions for purposes of the actual contribution percentage test and other requirements of Code Section 401(m).

(d) Employees who are included in a unit covered by a collective bargaining agreement shall not be included in determining whether or not the Plan is a Top-Heavy Plan. In addition, such employees shall not be entitled to a Top-Heavy Minimum Allocation under this Section.

12.3 Amendment Not Required. The foregoing provisions of this Section 12 are intended to conform the Plan to the requirements of Code Section 416 and any regulations, rulings or other pronouncements issued pursuant thereto, and shall be construed accordingly. In the event that under any statute, regulation or ruling all or a portion of the conditions of this Section are no longer required for the Plan to comply with the requirements of Code Section 401 (or any other provisions with respect to qualification for tax exemption of retirement plans and trusts), to the extent possible such conditions shall become void and shall no longer apply without the necessity of an amendment to the Plan.

12.4 Safe Harbor 401(k) Plans Exempt. Effective January 1, 2002, the top-heavy requirements of this Section 12 shall not apply in any year beginning after December 31, 2001, in which the Plan consists solely of a cash or deferred arrangement which meets the requirements of Code Section 401(k)(12).

SECTION 13
MISCELLANEOUS PROVISIONS

13.1 Exclusive Benefit Rule. The Plan has been created for the exclusive benefit of the Participants and their Beneficiaries. No part of the Trust Fund shall ever revert to a Contributing Employer or be used other than for the exclusive benefit of the Participants and their Beneficiaries, except as provided in Section 403(c)(2)(A) of ERISA. No person shall have any interest in or right to any part of the Trust Fund, or any rights in, to or under the Declaration of Trust except to the extent expressly provided in the Plan.

13.2 Non-alienation of Benefits. Except as permitted under the terms of a Qualified Domestic Relations Order which meets the requirements of the Code, the right to receive a benefit under the Plan shall not be subject in any manner to anticipation, alienation, or assignment, nor shall such right be liable for or subject to debts, contracts, liabilities or torts.

Notwithstanding the foregoing, a Participant's benefits may be offset against an amount that the Participant is ordered or required to pay if (i) the order or requirement to pay arises (A) under a judgment of conviction for a crime involving such plan, (B) under a civil judgment (including a consent order or decree) entered by a court in an action brought in connection with a violation of part 4 of subtitle B of Title I of ERISA or (C) pursuant to a settlement between the Secretary of Labor and the Participant, or a settlement agreement between the Pension Benefit Guaranty Corporation and the Participant in connection with a violation (or alleged violation) of part 4 of such subtitle by a fiduciary or any other person; or (ii) the judgment, order, decree or settlement agreement expressly provides for the offset of all or part of the amount ordered or required to be paid to the Plan against the Participant's benefits provided under the Plan.

13.3 Management of Trust Fund. All contributions to the Trust Fund shall be made to and held in trust by the Trustees who shall be appointed pursuant to the provisions of the Declaration of Trust, and shall have such powers with respect to investment, reinvestment, control and disbursement of the funds as may be provided in the Declaration of Trust. The Trustees may be removed in accordance with the provisions of the Declaration of Trust. Upon such removal or upon the resignation or death of any Trustee, a successor Trustee shall be appointed pursuant to the provisions of the Declaration of Trust.

13.4 Limitation of Rights. Neither the establishment of the Plan, any modification thereof, nor the creation of any fund, trust or account, nor the payment of any benefits shall be construed as giving (a) any Participant, or any other person any legal or equitable right against a Contributing Employer or the Trustees, unless such right shall be specifically provided for in the Plan or granted by affirmative action of the Trustees or a Contributing Employer in accordance with the terms and provisions of the Plan; or (b) any Participant or any other Employee of a Contributing Employer the right to be retained in the service of a Contributing Employer and all Participants and other Employees shall remain subject to discharge to the same extent as if the Plan had never been adopted.

13.5 Limitation of Liability and Legal Actions. Except as otherwise provided in accordance with ERISA, as a condition of participation in the Plan, each Employee agrees that neither a Contributing Employer nor the Trustees shall in any way be subject to any suit or litigation or to any legal

liability for any cause or reason or thing whatsoever, in connection with the Plan and Trust Fund or their operation, except for its or their own negligence or willful misconduct, and each such Employee hereby releases each Employer, its officers and agents, and the Trustees from any and all such liability or obligation.

13.6 Interest in Assets. No Participant, Beneficiary or other person shall have any legal or equitable right or interest in the funds set aside by a Contributing Employer, or otherwise received or held under the Plan, or in any assets of the Trust Fund, except as expressly provided in the Plan.

13.7 Credit for Qualified Military Service. Effective December 12, 1994 and 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). Liability to make retroactive contributions to the Plan for the returning Employee shall be determined by the Trustees or, if the Trustees do not so determine, liability shall be allocated to the last Employer employing the Employee before the period of military service or, if such Employer is no longer a signatory to an Agreement, then liability shall be allocated to the Plan.

13.8 Severability. If any provision of the Plan or any regulation adopted thereunder is deemed or held to be unlawful or invalid for any reason, the remaining provisions of the Plan or regulations thereunder, shall not be affected adversely unless such determination shall render it impossible or impractical for the continued operation of the Plan. In such event, the appropriate parties shall immediately adopt a new provision or regulation to replace the one held unlawful or invalid.

13.9 Merger of Plans. This Plan shall not be merged into any other retirement plan and the assets or liabilities of this plan shall not be transferred to any other retirement plan, unless on the day of such merger, consolidation or transfer each participant of the surviving plan is entitled to a benefit of not less than the benefit which such participant would have received had the plan in which he was a participant terminated on the day immediately prior to such merger, consolidation or transfer.

13.10 Titles and Headings. The titles and headings of the Sections of this Plan are for convenience of reference only, and in the event of any conflict, the text of this Plan, rather than such titles or headings shall control.

13.11 Construction of Agreement. The Plan, or provisions thereof, and its validity shall be construed according to the laws of the State of New Jersey.

IN WITNESS WHEREOF, this restatement is executed this 2 day of December 2014.

Board of Trustees
IUE-CWA Pension Fund

Union Trustees:

James D. Clark, Chairman

Douglas Williams

Employer Trustees:

Mary Shofner, Secretary

Deborah DeVous