

**UNITED STEELWORKERS LOCAL 286
SEVERANCE/401(K) PLAN
AS RESTATED JANUARY 1, 2014**

UNITED STEELWORKERS LOCAL 286 SEVERANCE/401(k) PLAN
RESTATED PLAN DOCUMENT, AS OF JANUARY 1, 2014

Table of Contents

PREAMBLE	1
ARTICLE I - DEFINITIONS	2
<u>Section 1.1 - Account</u>	2
<u>Section 1.2 - Actual Deferral Percentage</u>	2
<u>Section 1.3 - Adjustment Factor</u>	2
<u>Section 1.4 - Alternate Payee</u>	3
<u>Section 1.5 - Annuity Starting Date</u>	3
<u>Section 1.6 - Average Actual Deferral Percentage</u>	3
<u>Section 1.7 - Beneficiary</u>	3
<u>Section 1.8 - Catch-Up Contributions</u>	3
<u>Section 1.9 - Code</u>	3
<u>Section 1.10 - Compensation</u>	3
<u>Section 1.11 - Contributions</u>	4
<u>Section 1.12 - Controlled Accounts</u>	4
<u>Section 1.13 - Covered Employment</u>	5
<u>Section 1.14 - Effective Date</u>	5
<u>Section 1.15 - Elective Deferrals or Salary Deferrals</u>	5
<u>Section 1.16 - Elective Deferral Account</u>	5
<u>Section 1.17 - Employee</u>	5
<u>Section 1.18 - Employer</u>	5
<u>Section 1.19 - Employer Contributions</u>	5
<u>Section 1.20 - Employer Contribution Account</u>	6
<u>Section 1.21 - ERISA</u>	6
<u>Section 1.22 - Excess Contributions</u>	6
<u>Section 1.23 - Excess Elective Deferrals</u>	6
<u>Section 1.24 - Fund</u>	6
<u>Section 1.25 - Gender and Construction</u>	6
<u>Section 1.26 - Highly-Compensated Employees</u>	6
<u>Section 1.27 - Individual Account</u>	7
<u>Section 1.28 - Key Employee</u>	7
<u>Section 1.29 - Limitation Year</u>	7
<u>Section 1.30 - Market Value</u>	7
<u>Section 1.31 - Matched Employee Contributions</u>	7
<u>Section 1.32 - Matching Contributions</u>	7
<u>Section 1.33 - Matching Contribution Account</u>	8
<u>Section 1.34 - More than 5% Owner</u>	8
<u>Section 1.35 - Non-Elective Deferrals</u>	8
<u>Section 1.36 - Non-Highly Compensated Employee</u>	8
<u>Section 1.37 - Normal Retirement Age</u>	8

<u>Section 1.38 - Normal Retirement Date</u>	8
<u>Section 1.39 - Participant</u>	8
<u>Section 1.40 - Participation Agreement</u>	8
<u>Section 1.41 - Permissive Aggregation Group</u>	9
<u>Section 1.42 - Plan</u>	9
<u>Section 1.43 - Plan Administrator</u>	9
<u>Section 1.44 - Plan Sponsor</u>	9
<u>Section 1.45 - Plan Year or Fiscal Year</u>	9
<u>Section 1.46 - Post Severance Compensation</u>	9
<u>Section 1.47 - Qualified Domestic Relations Order</u>	9
<u>Section 1.48 - Qualified Joint and Survivor Annuity</u>	10
<u>Section 1.49 - Qualified Non-Elective Contributions</u>	10
<u>Section 1.50 - Qualified Optional Survivor Annuity</u>	10
<u>Section 1.51 - Qualified Preretirement Survivor Annuity</u>	10
<u>Section 1.52 - Required Aggregation Group</u>	11
<u>Section 1.53 - Required Beginning Date</u>	11
<u>Section 1.54 - Retire or Retirement</u>	11
<u>Section 1.55 - Rollover Contribution</u>	11
<u>Section 1.56 - Rollover Contribution Account</u>	11
<u>Section 1.57 - Spouse</u>	11
<u>Section 1.58 - Termination of Employment</u>	12
<u>Section 1.59 - Top-Heavy Ratio</u>	12
<u>Section 1.60 - Trust Agreement</u>	13
<u>Section 1.61 - Trustees - (or Board of Trustees)</u>	13
<u>Section 1.62 - Union</u>	13
<u>Section 1.63 - Union Agreement</u>	13
<u>Section 1.64 - Valuation Date</u>	14

ARTICLE II - PARTICIPATION, VESTING AND CONTRIBUTIONS	14
<u>Section 2.1 - Purpose</u>	14
<u>Section 2.2 - Participation and Vesting</u>	14
<u>Section 2.3 - Procedure to Participate</u>	14
<u>Section 2.4 - Omission of Eligible Employee</u>	14
<u>Section 2.5 - Existing Participants</u>	14
<u>Section 2.6 - Amount of Employer Contributions</u>	15
<u>Section 2.7 - Time of Contribution</u>	15
<u>Section 2.8 - Return of Contributions</u>	15
<u>Section 2.9 - Cap on Deferral</u>	15
<u>Section 2.10 - Catch-Up Contributions</u>	16
<u>Section 2.11 - Rollovers From Other Qualified Plans</u>	17
<u>Section 2.12 - Benefit and Service Requirements Under USERRA</u>	18
<u>Section 2.13 - Amount of Employer Matching Contributions</u>	18

ARTICLE III - TESTING.....	19
<u>Section 3.1 - Maximum Annual Addition</u>	19
<u>Section 3.2 - Average Actual Deferral Percentage</u>	21
<u>Section 3.3 - Treatment of Excess Contributions</u>	21
<u>Section 3.4 - Distribution of Excess Contributions</u>	22
<u>Section 3.5 - Distribution of Excess Deferrals</u>	22
ARTICLE IV - ACCOUNTS.....	23
<u>Section 4.1 - Creation of Accounts</u>	23
<u>Section 4.2 - Pooled Investments</u>	23
<u>Section 4.3 - Participant Directed Investments</u>	23
<u>Section 4.4 - Determination of Amount</u>	24
<u>Section 4.5 - Daily Account Adjustment</u>	24
<u>Section 4.6 - Reduction of Accounts</u>	25
ARTICLE V - BENEFITS AND DISTRIBUTIONS	26
<u>Section 5.1 - Commencement of Distributions</u>	26
<u>Section 5.2 - Timing and Form of Distributions</u>	26
<u>Section 5.3 - Cash-Out of Small Balances</u>	28
<u>Section 5.4 - Beneficiary</u>	29
<u>Section 5.5 - Minimum Distribution Requirements</u>	30
<u>Section 5.6 - Direct Rollovers</u>	36
<u>Section 5.7 - Minor or Legally Incompetent Payee</u>	37
<u>Section 5.8 - Missing Payee</u>	37
<u>Section 5.9 - Distributions Upon Termination of Plan</u>	38
<u>Section 5.10 - Joint and Survivor Annuities</u>	38
<u>Section 5.11 - Qualified Optional Survivor Annuity</u>	40
<u>Section 5.12 - In-Service Distributions</u>	40
<u>Section 5.13 - Advanced Distribution for Hardship</u>	41
ARTICLE VI - GENERAL PROVISIONS	44
<u>Section 6.1 - Applications</u>	44
<u>Section 6.2 - Information and Proof</u>	44
<u>Section 6.3 - Action of Trustees</u>	44
<u>Section 6.4 - Right to Appeal</u>	44
<u>Section 6.5 - Amendment</u>	44
ARTICLE VII - TOP-HEAVY RULES	45
<u>Section 7.1 - "Top-Heavy" Status</u>	45
<u>Section 7.2 - Collectively Bargained Plan</u>	45
<u>Section 7.3 - Contingent Top Heavy for Non-Collectively Bargained Employees</u>	45
<u>Section 7.4 - Minimum Allocations</u>	45
<u>Section 7.5 - Minimum Vesting</u>	46

ARTICLE VIII - PLAN ADMINISTRATION	47
<u>Section 8.1 - Plan Administrator</u>	47
<u>Section 8.2 - Compensation of Trustees</u>	47
<u>Section 8.3 - Plan Expenses</u>	48
<u>Section 8.4 - Allocation of Fiduciary Responsibility</u>	48
<u>Section 8.5 - Claims Procedures</u>	49
<u>Section 8.6 - Exhaustion of Remedies & Statute of Limitations</u>	50
<u>Section 8.7 - Written Communication</u>	50
ARTICLE IX - MERGER AND TERMINATION	51
<u>Section 9.1 - Merger and Transfer</u>	51
<u>Section 9.2 - Termination</u>	51
ARTICLE X - MISCELLANEOUS	52
<u>Section 10.1 - Nonalienation of Benefits</u>	52
<u>Section 10.2 - Rights of Alternate Payees</u>	52
<u>Section 10.3 - No Right to Employment</u>	53
<u>Section 10.4 - No Right to Trust Assets</u>	54
<u>Section 10.5 - Governing Law</u>	54
<u>Section 10.6 - Severability of Provisions</u>	54

UNITED STEELWORKERS LOCAL 286 SEVERANCE/401(k) PLAN
RESTATED PLAN DOCUMENT AS OF JANUARY 1, 2014

PREAMBLE

This Plan Document has been adopted by the undersigned Trustees of United Steelworkers Local 286 Severance/401(k) Plan effective September 5, 1974, as provided under Section 401(k) of the Internal Revenue Code.

The Plan provides for mandatory Employer contributions and voluntary wage deferrals, as provided for in the collective bargaining or Participation Agreements between the Union and the Employers.

This Restated Plan Document as of January 1, 2014 incorporates three (3) Amendments to the Restated Plan of January 1, 2009 and text corrections and clarifications and is adopted, ratified and approved by the Trustees for submission to the Internal Revenue Service.

This Plan is a multiemployer, collectively bargained, defined contribution Plan sponsored by the United Steelworkers District 10, Local 286 and Employers having collective bargaining or Participation Agreements with United Steelworkers District 10, Local 286 requiring contributions to be made to this Plan and/or its predecessor.

ARTICLE I – DEFINITIONS

The terms below shall have the meaning set forth after the term:

Section 1.1 - Account.

The Controlled Account, Elective Deferral Account, Employer Contribution Account, Individual Account or Rollover Contribution Account of a Participant, as the context requires, established and maintained for accounting purposes.

Section 1.2 - Actual Deferral Percentage.

The ratio (expressed as a percentage) of Elective Deferrals made on behalf of a Participant for the Plan Year to the Participant's compensation for that year as defined in Code Section 414(s).

An Elective Deferral shall be considered "for the Plan Year" only if the Elective Deferral is allocated to the Participant's Elective Deferral Account under the Plan as of a date within that year. For purposes of this rule, an Elective Deferral is considered allocated as of a date within a year only if: (a) the allocation is not contingent on the Participant's participation in the Plan or performance of services on any date subsequent to that date; and (b) the Elective Deferral is actually paid to the Trust Fund no later than the end of the 12-month period immediately following the year to which the contribution relates; and (c) the Elective Deferral relates to compensation that would have been received by the Participant in the year but for the Participant's election to defer under the arrangement.

The Actual Deferral Percentage of a Participant who is eligible but does not make an Elective Deferral and, if applicable, who does not receive an allocation of Qualified Non-Elective Contributions and qualified matching contributions shall be zero. A Participant's Actual Deferral Percentage shall not include: (a) contributions treated as disproportionate; (b) a Non-Highly Compensated Employee's Excess Elective Deferrals; (c) Elective Deferrals treated as Catch-up Contributions for the Plan Year for which the contributions were made or for any other Plan Year; (d) additional Elective Deferrals made pursuant to Code Section 414(u) by reason of a Participant's qualified military service as defined in Code Section 414(u) for the Plan Year for which the contributions are made, or for any other Plan Year; or (e) to the extent necessary to demonstrate satisfaction of the requirement of Treas. Reg. section 1.401(m)-2(a)(6)(ii), Elective Deferrals taken into account for the ACP test under Treas. Reg. section 1.401(m)-2(a)(6).

Section 1.3 - Adjustment Factor.

The cost of living factor prescribed by the Secretary of Treasury under Section 415(d) of the Code for years beginning after December 31, 1987, as applied to such items and in such manner as the Secretary shall provide.

Section 1.4 - Alternate Payee.

The person entitled to receive payment of benefits under the Plan pursuant to a Qualified Domestic Relations Order.

Section 1.5 - Annuity Starting Date.

The Annuity Starting Date is the first day of the first period for which an amount is paid as an annuity or in any other form.

Section 1.6 - Average Actual Deferral Percentage.

The average (expressed as a percentage) of the Actual Deferral Percentages of the Participants in a specified group.

Section 1.7 - Beneficiary.

A person or persons entitled to a benefit on the death of a Participant.

Section 1.8 – Catch-Up Contributions.

The contribution described in Section 2.10.

Section 1.9 - Code.

The Internal Revenue Code of 1986, as amended.

Section 1.10 - Compensation.

Wages within the meaning of Code section 3401(a) and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052.

For purposes of Elective Deferrals and, if applicable, Voluntary Contributions and Non-Elective Contributions, Compensation shall also include any amount which is contributed by the Employer pursuant to a salary reduction agreement and which is not includable in the gross income of the Participant under Code sections 125, 402(e)(3), 402(h), 403(b), 132(f) or 457.

Compensation shall include only that compensation which is actually paid to the Participant by the Employer during the Plan Year or such other period used to determine Compensation for allocation purposes.

Compensation shall include other compensation paid by 2-1/2 months after a Participant's severance from employment with the Employer 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 (e.g., 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. The exclusions from compensation for payments after severance from employment do not apply to payments to a Participant who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code section 414(u)(1)) to the extent those payments do not exceed the amounts the Participant would have received if the individual had continued to perform services for the Employer rather than entering qualified military service. To the extent provided in the Plan, Compensation shall include compensation paid to a Participant who is permanently and totally disabled.

Effective for Limitation Years beginning on or after January 1, 2008 for purposes of Elective Deferrals and, if applicable, Voluntary Contributions and Non-Elective Contributions, Compensation shall include Post Severance Compensation.

Compensation must be determined without regard to any rules under Code section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code section 3401(a)(2)). For any Self-Employed Individual covered under the Plan, Compensation will mean Earned Income.

For any Plan Year, the annual compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Code section 401(a)(17)(B). Annual compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

If a determination period consists of fewer than 12 months, the annual Compensation limit is an amount equal to the otherwise applicable annual Compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12.

Section 1.11 - Contributions.

The payments due by an Employer to this Fund pursuant to a collective bargaining agreement, Participation Agreement or a written agreement of the Employee.

Section 1.12 – Controlled Accounts.

Account or accounts established and maintained for a Participant to account for his interest in his Elective Deferral Account, his Employer Contribution Account and his Rollover Contribution Account over which he exercises investment control.

Section 1.13 - Covered Employment.

Employment under a written agreement permitting contributions to the Fund.

Section 1.14 - Effective Date.

The Effective Date of the restatement is January 1, 2014; provided, however, that when a provision of the Plan states an effective date other than January 1, 2014, such stated specific effective date shall apply as to that provision. The Plan is an amendment and restatement of a Plan that was originally effective September 5, 1974.

Section 1.15 - Elective Deferrals or Salary Deferrals.

Contributions made to the Plan during the Plan Year by the Employer, at the election of the Participant, in lieu of cash compensation and shall include contributions that are made pursuant to a salary reduction agreement. Elective Deferrals may only be made with respect to amounts that are compensation under Code Section 415(c)(3). Upon receipt by the Fund, such contributions shall be non-forfeitable and distributable only as specified in Article V.

Section 1.16 - Elective Deferral Account.

The account established for each Participant to hold the Participant's Elective Deferrals and earnings thereon. Except as expressly provided elsewhere in the Plan, the Elective Deferral Account will also include Catch-Up Contributions described in Section 2.10 of the Plan.

Section 1.17 - Employee.

Any person working for an Employer in a bargaining unit represented by the Union for whom contributions are required to be made to the Fund pursuant to a collective bargaining agreement between the Union and an Employer. It shall also mean persons employed by the Union or by any of the Employee benefit Plans affiliated with the Union for whom a Participation Agreement exists to make contributions into the Fund on their behalf.

Section 1.18 - Employer.

An Employer who is required to contribute to the Fund pursuant to the terms of a collective bargaining agreement with the Union or a Participation Agreement. The term also means the Union and those Employee benefit Plans affiliated with the Union with respect to their Employees for whom contributions are made to the Fund.

Section 1.19 - Employer Contributions.

Contributions made to the Plan by the Employer as required by the collective bargaining or a Participation Agreement.

Section 1.20 - Employer Contribution Account.

The account established for each Participant to hold Employer contributions made on his behalf and earnings thereon.

Section 1.21 - ERISA.

The Employee Retirement Income Security Act of 1974, all amendments thereto and all federal regulations promulgated pursuant thereto.

Section 1.22 - Excess Contributions.

With respect to any Plan Year, the aggregate amount of Elective Deferrals actually paid over to the Trust on behalf of Highly-Compensated Employees for such Plan Year, over the maximum amount of such contributions permitted under Section 3.4.

Section 1.23 – Excess Elective Deferral.

The amount of an Elective Deferral made under this Plan that exceeds, during any taxable year, the dollar limitation contained in Code section 402(g) in effect at the beginning of such taxable year.

Section 1.24 - Fund.

The United Steelworkers Local 286 Severance/401(k) Fund and the corpus, assets, earnings and additions of the trust established pursuant to a certain Agreement and Declaration of Trust on September 5, 1974 as amended from time to time including the Restated Agreement dated January 1, 2014.

Section 1.25 - Gender and Construction.

The masculine gender, where appearing in the plan, shall be deemed to include the feminine gender, and the singular may include the plural, unless the context clearly indicates to the contrary.

Section 1.26 - Highly-Compensated Employees.

Any Employee who during the Plan Year performs services for an Employer and who:

(a) was a More Than 5% Owner at any time during the Plan Year or the preceding Plan Year; or

(b) during the preceding Plan Year received Statutory Compensation in excess of the Code section 414(q)(1) amount (\$80,000 as adjusted) and was a member of the top paid group of Employees within the meaning of Code section 414(q)(3).

The determination of who is a Highly Compensated Employee will be made in accordance with Code section 414(q), the regulations thereunder to the extent they are not inconsistent with the method established above.

The term Highly Compensated Employee also includes a former Employee who was a Highly Compensated Employee when he separated from service or at any time after attaining age 55.

Section 1.27 - Individual Account.

The amount established for each Employee pursuant to the predecessor money purchase pension Plan prior to May 1, 2000 for the receipt of Employer Contributions.

Section 1.28 – Key Employee.

For Plan Years beginning after December 31, 2001, any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the Determination Date is an officer of an Employer having an annual Statutory Compensation greater than \$130,000 (as adjusted under Code section 416(i)(1) for Plan Years beginning after December 31, 2002), a More Than 5% Owner of the Employer, or a 1-percent owner of an Employer having Statutory Compensation of more than \$150,000. The determination of who is a Key Employee will be made in accordance with Code section 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.

Section 1.29 – Limitation Year.

The Limitation Year is defined as the Plan Year. All qualified plans maintained by the Employer must use the same Limitation Year. If the Limitation Year is amended to a different 12-consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

Section 1.30 - Market Value.

The value of the assets which takes into account fair market value.

Section 1.31 - Matched Employee Contribution.

A Participant's Elective Deferrals and such other Employee contributions specified in the Section 2.3.

Section 1.32 - Matching Contribution.

An Employer Matching Contribution made to the Plan on behalf of the Participant pursuant to Section 2.13.

Section 1.33 - Matching Contribution Account.

The portion of a Participant's Account that consists of Matching Contributions (and corresponding earnings) made to the Plan.

Section 1.34 – More than 5% Owner.

Any person who (a) owns (either directly or by attribution, under Code section 318) more than 5% of the outstanding stock of the Employer or stock possessing more than 5% of the total combined voting power of all stock of the Employer or, (b) in the case of an unincorporated business, any person who owns more than 5% of the capital or profits interest in the Employer. For purposes of Article VII, a Participant is treated as a More Than 5% Owner if such participant is a More Than 5% Owner at any time during the Plan Year ending with or within the calendar year in which such owner attains age 70-1/2 and shall continue to be considered a More Than 5% Owner even if the Participant ceases to be a 5-percent owner in a subsequent year.

Section 1.35 - Non-Elective Contribution.

A Profit Sharing Contribution, a Pension Contribution, a Qualified Non-Elective Contribution and a minimum allocation made pursuant to Article II.

Section 1.36 - Non-Highly Compensated Employee.

An Employee of the Employer who is not a Highly-Compensated Employee.

Section 1.37 - Normal Retirement Age.

Age 65.

Section 1.38 - Normal Retirement Date.

The date the Participant attains his Normal Retirement Age.

Section 1.39 - Participant.

An Employee who meets the requirements for participation in the Plan as set forth in Article II, or a former Employee who has retained a right to a benefit under the Plan.

Section 1.40 – Participation Agreement.

Any agreement between an Employer and the Plan, and any supplement, amendment or continuation thereof which requires the Employer to make contributions to this Plan for its Employees. The Trustees shall establish the form of the Participation Agreement and any such agreement not in the form established by the Trustees will be subject to their approval.

Section 1.41 - Permissive Aggregation Group.

The Required Aggregation Group of plans, plus any other plan or plans of the Employer which, when considered as a group with the Required Aggregation Group, would continue to satisfy the requirements of Code sections 401(a)(4) and 410.

Section 1.42 - Plan.

The written Plan Document, rules and regulations adopted by the Trustees and other written matters establishing the terms and operation of the Plan to be established pursuant to the Trust Agreement. The Plan is to be known as "United Steelworkers Local 286 Severance/401(k) Plan."

Section 1.43 – Plan Administrator.

Trustees of the Fund and any person, persons or entity appointed by the Trustees to administer the Plan.

Section 1.44 – Plan Sponsor.

The United Steelworkers District 10, Local 286 and the Employers having collective bargaining agreements requiring contributions to be made to this Plan and/or its predecessor.

Section 1.45 - Plan Year or Fiscal Year.

The Plan Year shall be the calendar year.

Section 1.46 – Post Severance Compensation.

Amounts paid by the later of: (a) 2-1/2 months after an Employee's severance from employment with the Company or (b) the end of the applicable Limitation Year/Plan Year that includes the date of severance from employment with the Company; and those amounts would have been included in the definition of compensation if they were paid prior to the Participant's severance from employment with the Company. However the payment must be for (a) unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if the Employee had continued in employment; or (b) received by a Participant pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Participant at the same time if the Participant had continued in employment with the Company and only to the extent that the payment is includible in the Participant's gross income.

Section 1.47 – Qualified Domestic Relations Order.

Any judgment, decree, or order (including approval of a property settlement agreement) that constitutes a "qualified domestic relations order" within the meaning of Code section 414(p).

Section 1.48 – Qualified Joint and Survivor Annuity.

An immediate annuity for the life of the Participant with a survivor annuity for the life of the Spouse which is not less than fifty (50%) percent and not more than one hundred (100%) percent of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse and which is the amount of benefit which can be purchased with the Participant's vested Account balance pursuant to Article V. For a single Participant, a Qualified Joint and Survivor Annuity means an immediate annuity for the life of the Participant that can be purchased with the Participant's vested Account balance pursuant to Article V.

Section 1.49 – Qualified Non-Elective Contributions.

A non-elective contributions made by an Employer pursuant to Article II.

Section 1.50 – Qualified Optional Survivor Annuity.

An annuity for the life of the Participant with a survivor annuity that is equal to the applicable percentage of the amount of the annuity that is payable during the joint lives of the Participant and the spouse, and that is the actuarial equivalent of a single life annuity for the life of a Participant.

Section 1.51 – Qualified Preretirement Survivor Annuity.

A survivor annuity for the life of a surviving spouse of the Participant under which

(a) the payments to the surviving spouse are not less than the amounts which would be payable under a Qualified Joint and Survivor Annuity (or the Actuarial equivalent thereof) if:

(1) in the case of a Participant who dies after the date on which the Participant attained the earliest retirement age under the Plan on which he could elect to receive retirement benefits, such Participant had retired with an immediate Qualified Joint and Survivor Annuity on the day before the Participant's date of death; or

(2) in the case of a Participant who dies on or before such date, such Participant had separated from service on the date of death (except that a Participant who had actually separated from service prior to death shall be treated as separating on the actual date of separation), survived to the earliest retirement age, retired with an immediate Qualified joint and Survivor Annuity at the earliest retirement age and died on the day after the day on which such Participant would have attained the earliest retirement age, and

(3) The earliest period for which the surviving spouse may receive a payment under such annuity is not later than the month in which the Participant would have attained the earliest retirement age under the Plan; and

(4) Any security interest held by the Plan by reason of a loan outstanding to the Participant, for which a valid spousal consent has been obtained, if necessary, shall be taken into account.

Section 1.52 - Required Aggregation Group.

(a) Each qualified plan of the Employer in which at least one Key Employee participates 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

(b) Any other qualified plan of the Employer which enables a plan described in (a) to meet the requirements of Code sections 401(a)(4) or 410.

Section 1.53 - Required Beginning Date.

The April 1st of the calendar year following the the calendar year in which the Participant attains age 70-1/2 or the calendar year in which the Participant retires, except that benefit distributions to a More Than 5% Owner must commence by April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2.

Section 1.54 - Retire or Retirement.

Complete withdrawal by a Participant from any employment in Covered Employment after attaining Normal Retirement Age. No Retirement shall be deemed to have occurred because of an Employee's transfer from a Union to a non-Union position with a contributing Employer.

Section 1.55 - Rollover Contribution.

An Employee contribution made to the Plan as a rollover from another eligible retirement plan or individual retirement account pursuant to Article 4 of the Plan.

Section 1.56 - Rollover Contribution Account.

The account established for each Participant to hold the Participant's Rollover Contributions earnings thereon.

Section 1.57 - Spouse.

Effective June 26, 2013, the term Spouse shall mean the Spouse who is legally married to the Participant pursuant to the law of the State in which a marriage ceremony (or if recognized by state law, a common law marriage) occurred (without regard to the law of the State in which the individuals are currently domiciled), provided that a former Spouse will be treated as the Spouse to the extent provided in a Qualified Domestic Relations Order. For purposes of the preceding sentence, the term "State" shall mean any domestic or foreign jurisdiction having the legal authority to certify that a marriage ceremony has lawfully occurred.

Section 1.58 - Termination of Employment.

An Employee will be considered terminated if he is not working for a contributing Employer. Additionally, if an Employee has not received contributions from an Employer (current or past contributing) for a period of ninety (90) consecutive days he shall be deemed to have a Termination of Employment. Termination shall not be deemed to have occurred because of an Employees transfer from a Union to a non-Union position with an Employer or because an Employer ceases to be a contributing Employer with respect to the Fund. Employees of such an Employer shall become terminated only when they are permanently separated from that Employer and all other contributing Employers.

Section 1.59 - Top-Heavy Ratio.

(a) If the 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 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 one-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 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), 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.

(b) 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 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 (a) 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 (a) 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 one-year period ending on the Determination Date.

(c) For purposes of (a) and (b) 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 a Non 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 one-year period ending on the Determination Date will be disregarded. The calculation of the Top-Heavy Ratio, and the extent to which distributions, in-service withdrawals, 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 Non Key Employee shall be determined under: (x) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the Employer; or (y) 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).

Section 1.60 - Trust Agreement.

The term "Trust Agreement" as used herein shall mean the United Paperworkers International Union Local 286 Jointly Administered and Managed Severance Trust Fund Agreement of September 5, 1974, and as it may be amended.

Section 1.61 - Trustees - (or Board of Trustees).

Persons appointed by the sponsors of the Fund who serve as fiduciaries to the Plan and the Fund and who are the Administrators of the Plan.

Section 1.62 - Union.

United Steelworkers District 10, Local 286.

Section 1.63 - Union Agreement.

The Collective Bargaining Agreement, and any amendments thereto, and any other Collective Bargaining Agreement between the Union and any Employer which agreement requires Employer contributions or authorizes Employee wage deferrals to this Fund.

Section 1.64 - Valuation Date.

The Valuation Date for Plan assets held in the Controlled Account will be daily. The Valuation Date for Plan assets held in the Individual Account will be quarterly.

ARTICLE II – PARTICIPATION, VESTING, AND CONTRIBUTIONS

Section 2.1 - Purpose.

This Plan is established to provide benefits for Participants and their Beneficiaries.

Section 2.2 - Participation and Vesting.

An Employee shall become a Participant in the Plan on the date an Employer contribution is received by the Fund based on work in Covered Employment.

A Participant becomes fully vested in his Individual Account and Controlled Account on the date an Employer contribution is first received on his behalf. Individual Accounts and Controlled Accounts are distributed in accordance with the provision set forth in Article V of this Plan. Upon full distribution of an Individual Account and Controlled Account, all rights to participation and vesting cease.

Section 2.3 - Procedure to Participate.

Each Employee will automatically participate in this Plan on the date an Employer contribution is received by the Fund based on work in Covered Employment. Each Employee may elect to make salary deferral contributions to the Plan by signing the Elective Deferral authorization form available from the Fund Office. The amount a Participant may elect to defer into the Plan must be in increments of \$5.00 or in whole number percentages of pay.

The Plan Administrator shall establish reasonable periods during which an election may be made, modified or revoked.

Section 2.4 – Omission of Eligible Employee.

If an Employee who should be included as a Participant in the Plan is erroneously omitted and discovery of the omission is made after the contribution by the Employer is made and allocated, the Employer shall make an additional contribution on behalf of the omitted Employee in the amount which the Employer would have contributed on his behalf had he not been omitted.

Section 2.5 – Existing Participants.

An Employee who, on the Effective Date, was a Participant under the provisions of the Plan as in effect immediately prior to the Effective Date shall be a Participant on the Effective Date and the provisions of Section 2.2 pertaining to participation, shall not be applicable to such Employee. The rights of a Participant whose employment terminated prior to the Effective Date shall be determined under the provisions of the Plan as in effect at the time of such termination.

Section 2.6 – Amount of Employer Contributions.

The Employer shall contribute to the Trust Fund each Plan Year such amount, i.e. the Employer Contribution, as is required under either the Employer's collective bargaining agreement with the Union or its Participation Agreement with the Fund. In addition, in lieu of distributing Excess Contributions or Excess Aggregate Contributions as provided in Article II, below, the Employer may make Employer Contributions on behalf of Employees who are not Highly Compensated Employees that are sufficient to satisfy either the ADP test or the ACP test, or both, pursuant to regulations under the Code, including Section 401(k)(12)(c).

Section 2.7 – Time of Contribution.

Amounts contributed to the Plan with funds provided by Participants will be remitted to the Trustee as soon as practicable, but no later than the fifteenth (15th) business day of the month following the month in which such contributions were received or withheld from the Participant's Compensation unless a longer period is permitted under applicable law or regulation.

Amounts contributed to the Plan with funds provided by the Employer shall be delivered to the Trustees not later than the earlier of the date fixed by the Employer's collective bargaining agreement with the Union or the date fixed by law for the filing of the Employer's federal income tax return for the Year for which such contribution is made (including any extensions of time granted by the Internal Revenue Service for filing such return).

Section 2.8 – Return of Contributions.

Employer Contributions may be returned to the Employer if made based upon a mistake of fact or law within one year after a determination by the Trustees of the mistake upon written request of the Employer.

Section 2.9 - Cap on Deferral.

(a) No Participant shall be permitted to have elective deferrals made under this Plan in excess of the dollar limitation contained in section 402(g) of the Code in effect for the applicable Plan Year. A Participant's Elective Deferral Agreement shall automatically be terminated and suspended when the aggregate amount of Elective Deferrals deposited to the Plan in a Plan Year on behalf of the Participant equals the dollar limitation contained in section 402(g) of the Code. In such event, participation may resume and the Elective Deferral Agreement shall again become effective as of the first day of the next succeeding Plan Year unless changed by the Participant.

(b) Notwithstanding any other provisions of this Plan, a Participant may file a written claim with the Plan Administrator stating that the Participant's salary deferral contributions under this Plan, and his elective contributions under any other plan or arrangement under Code Sections 401(k), 408(k)(6), 403(b) or 501(c)(18) are in excess of the applicable Code Section

402(g) limit, adjusted in the manner set forth in Code Section 402(g)(5). If the claimant is a Participant in more than one elective deferral arrangement described in this Section, such Participant may allocate the excess deferrals among such plans and shall notify the Plan Administrator of such allocation.

(1) Any claim pursuant to this Section shall be in written form prescribed by and delivered to the Plan Administrator not later than March 1 of the Participant's next taxable year following the year in which the excess deferrals were made.

(2) The Plan Administrator shall distribute to the Participant the amount of excess deferrals allocated to the Plan, plus any income attributable thereto, not later than April 15 of the Participant's taxable year following the year in which the excess deferrals were made. The income or loss attributable to a Participant's excess deferrals shall be the sum of:

(i) the income or loss allocable to the Participant's Elective Deferral Account for the Participant's taxable year, multiplied by a fraction, the numerator of which is the Participant's excess deferrals for the taxable year, and denominator of which is the balance of the Participant's Elective Deferral Account as of the end of the taxable year without regard to income or loss for the taxable year, plus

(ii) ten percent (10%) of the amount determined under subparagraph (a) multiplied by the number of whole calendar months from the end of the Participant's taxable year until the date of the corrective distribution. A distribution which occurs after the fifteenth (15th) day of the month shall be deemed to have occurred on the first day of the subsequent month.

Section 2.10 – Catch-Up Contributions.

Effective January 1, 2009, all Participants who are eligible to make Elective Deferrals under this Plan shall be eligible to make Catch-up Contributions in accordance with, and subject to the limitations of, Code section 414(v). Catch-up Contributions are Elective Deferrals made to the Plan that are in excess of an otherwise applicable plan limit and that are made by Participants who are aged 50 or over by the end of their taxable years. An otherwise applicable plan limit is a limit in the Plan that applies to Elective Deferrals without regard to Catch-up Contributions, such as the limits on Annual Additions, the dollar limitation on Elective Deferrals under Code section 402(g) (not counting Catch-up Contributions) and the limit imposed by the actual deferral percentage (ADP) test under Code section 401(k)(3). Catch-up Contributions for a Participant for a taxable year may not exceed the dollar limit on Catch-up Contributions under Code section 414(v)(2)(B)(i) for the taxable year as adjusted for cost-of-living increases. Catch-up Contributions are not subject to the limits on annual additions, are not counted in the ADP test and are not counted in determining the minimum allocation under Code section 416 (but Catch-up Contributions made in prior years are counted in determining whether the Plan is Top-Heavy).

Section 2.11 - Rollovers from Other Qualified Plans.

The Plan Administrator may direct the Trustee to accept Rollover Contributions made in cash or other form acceptable to the Trustee. Rollover Contributions shall be allocated to the Participant's Rollover Contribution Account. The Plan may accept the following Rollover Contributions to the extent allowed by the Plan Administrator in its sole discretion:

(a) A rollover from a plan qualified under Code section 401(a) or 403(a) if the contribution qualifies as a tax-free rollover as defined in Code section 402(c). If it is later determined that the amount received does not qualify as a tax-free rollover, the amount shall be refunded to the eligible Employee.

(b) A rollover from a "Conduit Individual Retirement Account", as determined in accordance with procedures established by the Plan Administrator and only if the contribution qualifies as a tax-free rollover as defined in Code section 402(c). If it is later determined that the amount received does not qualify as a tax-free rollover, the amount shall be refunded to the eligible Employee.

(c) A direct rollover of an eligible rollover distribution of after-tax Employee contributions from a qualified plan described in Code section 401(a) or 403(a). The Plan shall separately account for amounts so transferred, including separately accounting for the portion of such contribution which is includible in gross income and the portion of such contribution which is not so includible.

(d) Any rollover of an eligible rollover distribution from an annuity contract described in Code section 403(b). The Plan shall separately account for after-tax amounts so transferred, including separately accounting for the portion of such contribution which is includible in gross income and the portion of such contribution which is not so includible.

(e) Any rollover of an eligible rollover distribution from an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(f) Any rollover contribution of the portion of a distribution from an individual retirement account or annuity described in Code sections 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income.

(g) If the Plan permits Roth Elective Deferrals, the Plan may accept a rollover contribution to a Roth Elective Deferral Account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code section 402(c).

(h) Any additional Rollover Contribution as may be permitted by applicable law.

Section 2.12 - Benefit and Service Requirements under USERRA.

Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefit and service credits with respect to qualified military service shall be provided in accordance with Section 414(u) of the Internal Revenue Code.

A Participant who dies or becomes disabled while performing Qualified Military Service will be treated as if he had been employed by the Employer on the day preceding death or Disability and terminated employment on the day of death or Disability and receive benefit accruals related to the period of Qualified Military Service as provided under Code section 414(u)(8), except as provided below:

(a) All Participants eligible for benefits under the Plan by reason of this Section shall be provided benefits on reasonably equivalent terms.

(b) For the purposes of applying Code section 414(u)(8)(C), a Participant's Elective Deferrals shall be determined based on the Participant's average actual contributions for:

(1) the 12-month period of service with the Employer immediately prior to Qualified Military Service, or

(2) if service with the Employer is less than such 12-month period, the actual length of continuous service with the Employer.

2.13 - Amount of Employer Matching Contributions.

The Employer shall contribute to the Trust Fund each Plan Year such amount, i.e. the Employer Matching Contribution, as is required under either the Employer's collective bargaining agreement with the Union or its Participation Agreement with the Fund. In addition, in lieu of distributing Excess Contributions or Excess Aggregate Contributions as provided in Article III, below, the Employer may make Employer Matching Contributions on behalf of Employees who are not Highly Compensated Employees that are sufficient to satisfy either the ADP test or the ACP test, or both, pursuant to regulations under the Code, including Section 401(k)(12)(c).

ARTICLE III - TESTING

Section 3.1 - Maximum Annual Addition.

(a) General Rule.

(1) One Plan. If the Participant does not participate in, and has never participated in another qualified plan maintained by the Employer or a welfare benefit fund, as defined in Code section 419(e) maintained by the Employer, or an individual medical account, as defined in Code section 415(l)(2), maintained by the Employer, or a simplified Employee pension, as defined in Code section 408(k), maintained by the Employer, which provides an Annual Addition, the amount of Annual Additions which may be credited to the Participant's Account for any Limitation Year will not exceed the lesser of the maximum permissible amount specified in Section 3.1(b) or any other limitation contained in this Plan. If the Employer contribution that would otherwise be contributed or allocated to the Participant's Account would cause the Annual Additions for the Limitation Year to exceed such maximum permissible amount, the amount contributed or allocated will be reduced so that the Annual Additions for the Limitation Year will equal the maximum permissible amount.

(2) Multiple Plans. This Subsection 3.1(a)(2) applies if, in addition to this Plan, the Participant is covered under another qualified defined contribution plan maintained by the Employer, a welfare benefit fund maintained by the Employer, an individual medical account maintained by the Employer, or a simplified Employee pension maintained by the Employer, that provides an Annual Addition during any Limitation Year. The Annual Additions which may be credited to a Participant's Account under this Plan for any such Limitation Year will not exceed the maximum permissible amount specified in Section 3.1(b) reduced by the Annual Additions credited to a Participant's account under the other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified Employee pensions for the same Limitation Year.

(b) Maximum Permissible Amount. For Limitation Years beginning on or after January 1, 2002, the maximum permissible amount is the lesser of:

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

(2) 100 percent of the Participant's Testing Compensation for the Limitation Year. The compensation limit referred to in this Subsection (b)(2) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code sections 401(h) or 419A(f)(2)) which is otherwise treated as an Annual Addition. Notwithstanding the preceding sentence, Testing Compensation for purposes of Section 3.1 for a Participant in a defined contribution plan who is permanently and totally disabled (as defined in Code section 22(e)(3)) is the compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled.

Prior to determining the Participant's actual Testing Compensation for the Limitation Year, the Employer may determine the maximum permissible amount for a Participant on the basis of a reasonable estimation of the Participant's Testing Compensation for the Limitation Year, uniformly determined for all Participants similarly situated. As soon as is administratively feasible after the end of the Limitation Year, the maximum permissible amount for the Limitation Year will be determined on the basis of the Participant's actual Testing Compensation for the Limitation Year.

(c) Correction of Excess.

(1) One Plan. If Subsection 3.1(a)(1) applies and if pursuant to an estimate of Testing Compensation in Section 3.1(b) or as a result of the allocation of forfeitures, there is an excess amount the Plan Administrator shall correct such excess pursuant to the terms of Subsection (d).

(2) Multiple Plans.

(i) In General. If Subsection 3.1(a)(2) applies and the Annual Additions with respect to the Participant under the other plans specified in Subsection 3.1(a)(2) are less than the maximum permissible amount and the Employer contribution that would otherwise be contributed or allocated to the Participant's Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated will be reduced so that the Annual Additions under all such plans and funds for the Limitation Year will equal the maximum permissible amount. If the Annual Additions with respect to the Participant under the other plans specified in Subsection 3.1(a)(2) in the aggregate are equal to or greater than the maximum permissible amount, no amount will be contributed or allocated to the Participant's Account under this Plan for the Limitation Year.

(ii) Ordering Rule. If pursuant to an estimate of Testing Compensation in Section 3.1(b) or as a result of the allocation of forfeitures, a Participant's Annual Additions under this Plan and such other plans would result in an excess amount for a Limitation Year, the correction shall be first made to this Plan. Any excess amount attributed to this Plan will be disposed in the manner described in Subsection (d). If an excess still remains and the terms of the other plans do not provide an ordering rule, the excess amount will be deemed to consist of the Annual Additions last allocated, except that Annual Additions attributable to a simplified Employee pension will be deemed to have been allocated first, followed by Annual Additions to a welfare benefit fund or individual medical account, regardless of the actual allocation date. If an excess amount was allocated to a Participant on an allocation date that coincides with an allocation date in more than one plan, the excess amount attributed to each such plan will be the product of: (i) the total excess amount allocated as of such date, times (ii) the ratio of (x) the Annual Additions allocated to the Participant for the Limitation Year as of such date under a particular plan to (y) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under the other defined contribution plans with the same allocation date.

(d) **Method of Correcting Contributions.** Any amount forfeited pursuant to this Section shall be held unallocated in a suspense account for the Limitation Year and allocated and reallocated pursuant to Article II in the next Limitation Year and each succeeding Limitation Year if necessary. The suspense account will be applied to reduce future contributions for all remaining Participants in the next Limitation Year, and each succeeding Limitation Year if necessary. If a suspense account is in existence at any time during a Limitation Year pursuant to this Section, other than the year in which the excess occurred, all amounts in the suspense account must be allocated and reallocated to Participants' accounts (subject to the Annual Addition limitation) before any contributions and Participant contributions which would constitute Annual Additions may be made to the Plan for that Limitation Year. Excess amounts may not be distributed to Participants or former Participants.

Section 3.2 - Average Actual Deferral Percentage.

For all Employees covered by the Union Agreement [treating them as if employed by a single Employer in keeping with Code Section 413(b)], the Average Actual Deferral Percentage for Highly-Compensated Employees and the Average Actual Deferral Percentage for Non-Highly Compensated Employees must satisfy one of the following tests:

(a) The Average Actual Deferral Percentage for Participants who are Highly-Compensated Employees shall not exceed the Average Actual Deferral Percentage for Participants who are Non-Highly Compensated Employees multiplied by 1.25; or

(b) The Average Actual Deferral Percentage for Participants who are Highly-Compensated Employees shall not exceed the Average Actual Deferral Percentage for Participants who are Non-Highly Compensated Employees multiplied by 2.0 provided that the Average Actual Deferral Percentage for Participants who are Highly-Compensated Employees does not exceed the Average Actual Deferral Percentage for Participants who are Non-Highly Compensated Employees by more than two (2) percentage points or such lesser amount as the Secretary of the Treasury shall prescribe.

The Union is to be deemed a separate single Employer for purposes of Actual Deferral Percentage testing.

Section 3.3 - Treatment of Excess Contributions.

Excess Contributions may be treated as Annual Additions under the Plan, as defined in the 2007 IRS Final Regulations Section 1.415(a)-1(b). The distribution of Excess Contributions will include the income allocable thereto. The income allocable to Excess Contributions includes both income for the Plan Year for which the Excess Contributions were made and income for the period between the end of the Plan Year and the date of distribution.

Notwithstanding any other Sections of the Plan, Excess Contributions as provided in Section 3.4, plus any income and minus any loss allocable thereto shall be distributed no later than 2½ months after the close of the Plan Year beginning after December 31 to Participants to whose accounts elective deferrals were allocated for the preceding Plan Year.

Section 3.4 - Distribution of Excess Contributions.

(a) The amount of Excess Contributions for the Plan Year shall be determined as follows. The highest individual Actual Deferral Percentage calculated on behalf of the Highly-Compensated Employees shall be reduced until the Salary Deferral Contributions satisfy the deferral limits of Section 2.9, or until such Actual Deferral Percentage is equal to the next highest individual Actual Deferral Percentage calculated on behalf of the Highly-Compensated Employees. This procedure shall be repeated until the Salary Deferral Contributions under this Plan satisfy the deferral limits set forth in Section 2.9.

(b) Effective January 1, 1997, the aggregate amount of Excess Contributions as determined under a., above, shall be distributed on the basis of each Highly-Compensated Employee's contribution amount. Excess contributions are attributable first to the Highly-Compensated Employee with the greatest dollar amount of Elective Deferrals. Such Employee shall receive a distribution of an amount necessary to reduce his Excess Deferrals to the level of the Highly-Compensated Employee with the next greatest dollar amount of Elective Deferrals. This procedure shall be repeated until the aggregate amount of Excess Contributions as determined under a., above, has been distributed.

(c) Earnings on Excess Contributions shall be equal to the sum of:

(1) The income or loss allocable to the Highly-Compensated Employee's Elective Deferral Account for the Plan Year multiplied by a fraction, the numerator of which is the amount of such Employee's Excess Contributions for the Plan Year, and the denominator of which is the balance of the Highly-Compensated Employee's Elective Deferral Account as of the end of the Plan Year, without regard to income or loss for the Plan Year, plus

(2) Ten percent (10%) of the amount determined under paragraph (1) multiplied by the number of whole calendar months from the end of the Plan Year in which the Excess Contributions were made until the date of the corrective distribution. A distribution which occurs after the fifteenth (15th) day of the month shall be deemed to have occurred on the first day of the subsequent month.

Section 3.5 - Distribution of Excess Deferrals.

In the event that the dollar limitation provided for in Section 2.9 is exceeded, the excess amount, plus any income and minus any loss allocable to such amount, shall be distributed to the Participant no later than the first April 15 following the close of the Participant's taxable year.

ARTICLE IV - ACCOUNTS

Section 4.1 - Creation of Accounts.

An Employer Contribution Account will be established when an Employer Contribution is received for the Participant. An Elective Deferral Account will be established when a Salary Deferral Contribution is received for the Participant. A Rollover Contribution Account will be established when a Rollover Contribution is received for the Participant. The Employer Contribution Account, the Elective Deferral Account, and the Rollover Contribution Account shall be known collectively as the Participant's Controlled Account. An Individual Account has been established for each Employee for work performed prior to May 1, 2000, for the predecessor money purchase plan assets.

Section 4.2 – Pooled Investments.

The Trustees have established an Individual Account and as of each Valuation Date any earnings or losses (net appreciation or net depreciation) of the Trust Fund (exclusive of assets segregated for distribution) shall be allocated in the same proportion that each Participant's non-segregated accounts bear to the total of all Participants' non-segregated accounts as of such date.

Section 4.3 - Participant Directed Investments.

(a) General. The Trustees shall establish procedures where Participants have some degree of power to direct the investment of their Controlled Account, subject to the conditions below. It is intended that each Participant's right to direct investments satisfy ERISA Section 404(c), to the extent feasible. Accordingly, each Participant is to be offered some degree of control over the assets in his Controlled Account, and a broad range of investment options from which he can select and direct the Trustees to invest in for his Controlled Account.

(b) Investment Options and Changes. The Trustees may:

(1) Offer investment options in generic categories, rather than a particular investment vehicle within a category, with the Trustees retaining authority to select, drop, add, or replace specific investment vehicles. Example: an investment option may be a "bond fund," as a generic option, rather than a specific bond fund of a trust company or other investment manager.

(2) Drop, add or replace any investment option or any specific investment vehicle within an option, or stop or limit further investment in any option or investment vehicle.

(3) Move all or part of a Participant's account balance in any specific investment vehicle within an option, and direct future contributions, without his specific authorization when the Trustees find that appropriate, to another investment vehicle if the Participant's investment vehicle is dropped or replaced.

(4) Select a particular investment option into which a Participant's Account shall be invested when a Participant has failed to direct the investment of his Account.

(c) Limitation of Trustee Liability. The Trustees shall not be liable for any losses which are the result of the Participant's exercise of the right to direct the investment of his Controlled Account.

(d) Periodic Selection of Investment Options. Each Participant must make his selection as to which investment options he wishes to invest in, and what percentage of Employer and salary deferral contributions is applied to each investment option. He may change his selection of options periodically pursuant to rules and procedural materials of the Fund.

(e) Charges for Expenses. The Trustees may charge the Controlled Account and Individual Account of a Participant with a share of the expenses of administration of the Fund, in such manner as the Trustees select. The Trustees may deduct from the Controlled Account and Individual Account an estimate of administrative expenses with periodic adjustment for actual expenses, or may use other methods.

(f) Trustee Discretion and Program Details. The Trustees shall have discretionary authority in all matters pertaining to the Participant direction of investments. Further details of the operation of the Participant direction of investments and its relation to other aspects of this Trust Fund may be stated by the Trustees in Regulations, in this Plan Document, the Trust Agreement and in literature distributed to Participants.

Section 4.4 - Determination of Amount.

As soon as practicable after the Valuation Date, the Trustees shall determine and fix the amount in each Employee's Controlled Account. The amount in each Controlled Account shall be the market value of the investments in the Participant's Controlled Account as of the current Valuation Date, less adjustment for administrative expenses.

Section 4.5 - Daily Account Adjustment.

(a) Dates and Expense Adjustment. The Fund shall operate on a calendar-year basis. As of the close of each business day, all of the assets of the Controlled Accounts shall be inventoried at the fair market value of each security or other asset held by the Fund.

All expenses of administration of the Plan and Trust are to be payable out of the Trust Fund (and not by the Employers or Union). To the extent of payment of such expenses or allocation of assets to pay such expenses, the amount of each Participant's account will be reduced (or the Participants will otherwise be required to pay), on a basis determined by the Trustees, in their discretion.

(b) Fair Market Value. Market value or fair market value shall be determined by the accountant or other agent selected by the Trustees in keeping with generally-accepted accounting

principles. When such value is not readily determinable, such accountant or agent, or the Trustees shall have discretionary authority to determine the value.

Section 4.6 - Reduction of Accounts.

In no event on any Valuation Date shall the total of all Controlled Accounts plus administrative expenses exceed the market value of the total net assets of the Fund. If such an event should occur, then all existing Controlled Accounts shall automatically be proportionately reduced so that the total of all Controlled Accounts plus the amount previously established for expenses is not more than the market value of total net assets. The Trustees may, at any time, and in their sole and absolute discretion, uniformly reduce the amount in each Controlled Account.

ARTICLE V - BENEFITS AND DISTRIBUTIONS

Section 5.1 - Commencement of Distributions.

(a) Normal Retirement. A Participant, upon attainment of Normal Retirement Age, shall be entitled to retire and to receive his Account as his benefit hereunder pursuant to Section 5.2.

(b) Late Retirement. If a Participant continues in the employ of an Employer beyond his Normal Retirement Age, his participation under the Plan shall continue, and his benefits under the Plan shall commence following his actual Termination of Employment pursuant to Section 5.2.

(c) Death. If a Participant dies, either before or after his Termination of Employment, his Beneficiary designated pursuant to Section 5.4 shall become entitled to receive the Participant's vested Account pursuant to Section 5.2.

(d) Termination of Employment. A Participant shall become entitled to receive his vested Account pursuant to Section 5.2 following the date he has a Termination of Employment. Effective for distributions and severances from employment occurring after December 31, 2001, a Participant shall not be entitled to a distribution from any Account that has been used to satisfy the safe harbor requirements of Code sections 401(k)(12) and/or 401(m)(11) unless he has had a "severance from employment" within the meaning of Code section 401(k)(2)(B)(i)(I).

Section 5.2 - Timing and Form of Distributions.

(a) Distribution for Reasons Other Than Death. If a Participant's Account balance becomes distributable pursuant to Section 5.1 for any reason other than death and such amount is not required to be distributed in the form of a Qualified Joint and Survivor Annuity pursuant to the following paragraph, payment of his vested Account may commence as soon as administratively feasible with a final payment made consisting of any allocations occurring after such Termination of Employment. Such Participant's benefit shall be payable, in cash, in a lump sum payment or substantially equal annual, or more frequent installments over a period not to exceed the joint life expectancy of the Participant and his Beneficiary. A Participant may also elect to have the Plan Administrator apply his entire Account toward the purchase of an annuity contract, which shall be distributed to the Participant. The terms of such annuity contract shall comply with the provisions of this Plan and any annuity contract shall be nontransferable.

Notwithstanding the foregoing, payment of such amount shall be paid in the form of a Qualified Joint Survivor Annuity pursuant to Section 5.10. If the Participant waives such normal form the Participant may select another form of payment specified above on a form prescribed by the Plan Administrator. If no such selection is made by the Participant payment shall be made in the form of a Qualified Joint and Survivor Annuity pursuant to Section 5.10. No distribution shall be made if the Participant is rehired by a contributing Employer before payments commence.

(b) Distribution on Account of Death.

(1) Before Distribution Has Begun. If the Participant dies before distribution of his Account begins and such amount is not required to be distributed in the form of a qualified preretirement survivor annuity pursuant to Section 5.10, distribution of the Participant's entire Account shall be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(2) After Distribution Has Begun. If the Participant dies after distribution of his Account has begun, the remaining portion of such Account will continue to be distributed at least as rapidly as the method of distribution being used prior to the Participant's death. If the Participant's Account was not being distributed in the form of an annuity at the time of his death, the remaining balance shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

The Beneficiary shall provide the Plan Administrator with the death notice or other sufficient documentation before any payments are made pursuant to this Subsection.

(c) Valuation Date. The distributable amount of a Participant's Account is the vested portion of his Account as of the Valuation Date coincident with or next preceding the date distribution is made to the Participant or Beneficiary as reduced by any subsequent distributions, withdrawals or loans.

(d) Ordering Rule. The Plan Administrator shall determine the ordering rule for distributions; provided that such ordering rule is nondiscriminatory. Such ordering rule may provide that the Participant or Beneficiary may elect to have payments made first or last from his Voluntary Contribution Account or in any combination of such accounts and any other Account.

(e) Restriction on Deferral of Payment. Unless otherwise elected, benefit payments under the Plan will begin to a Participant not later than the 60th day after the latest of the close of the Plan Year in which:

- (1) the Participant attains Normal Retirement Age;
- (2) occurs the 5th anniversary of the year in which his participation commenced; or
- (3) the Participant has a Termination of Employment.

(f) Minimum Distribution Requirements. Distributions shall be made in a method that is in conformance with the requirements set forth in Section 5.5. Section 5.5 shall not be deemed to create a type of benefit (e.g., installment payments, lump sum within five years or immediate lump sum payment) to any class of Participants and Beneficiaries that is not otherwise permitted by the Plan.

Section 5.3 - Cash-Out of Small Balances.

(a) **Immediate Distribution.** Notwithstanding the foregoing, if the present value of any benefit for which a Participant has ever been entitled is less than \$1,001 and should such Participant be entitled to an immediate distribution, the Trustees may distribute such benefit in a lump sum prior to the Participant's annuity starting date and with regard to the provisions of Article V.

(b) **Vested Account Balance Equals or Exceeds \$1,001.** If the value of a Participant's vested Account balance equals or exceeds \$1,001, and the Account balance is immediately distributable, the Participant must consent to any distribution of such Account balance. Notwithstanding the foregoing, payments shall commence as of the Participant's Required Beginning Date in the form of a lump sum or installment payments. The Participant's consent shall be obtained in writing within the 90-day period ending on the Annuity Starting Date. The Plan Administrator shall notify the Participant of the right to defer any distribution until the date such payments must begin pursuant to the foregoing. Such notification shall include a general description of the material features, and an explanation of the relative values of, the optional forms of benefit available under the Plan, and shall be provided no less than 30 days and no more than 90 days prior to the Annuity Starting Date. Except to the extent provided in Section 5.10, distribution may commence less than 30 days after the notice described in the preceding sentence is given, provided the Plan Administrator clearly informs the Participant that he has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and the Participant, after receiving the notice, affirmatively elects a distribution. In the event a Participant's vested Account balance becomes distributable without consent pursuant to this Subsection (b), and the Participant fails to elect a form of distribution, the vested Account balance of such Participant shall be paid in a single sum except to the extent provided in Section 5.10.

(c) For purposes of this Section 5.3, the Participant's vested Account balance shall not include amounts attributable to accumulated deductible Employee contributions within the meaning of Code section 72(o)(5)(B).

(d) **Required Distributions and Plan Termination.** Consent of the Participant or his spouse shall not be required to the extent that a distribution is required to satisfy Code sections 401(a)(9), 401(k), 401(m), 402(g) or 415. In addition, upon termination of this Plan the Participant's Account balance shall be distributed to the Participant in a lump sum distribution unless payment is made in the form of a Qualified Joint and Survivor Annuity pursuant to Section 5.10. However, if the Employer maintains another defined contribution plan (other than an Employee stock ownership plan as defined in Code section 4975(e)(7)), then the Participant's Account balance will be transferred, without the Participant's consent, to the other plan if the Participant does not consent to an immediate distribution.

(e) **Treatment of Rollovers.**

(1) **Applicability and Effective Date.** This Section 5.3(e) shall apply effective January 1, 2005.

(2) Rollovers Included in Determining Value of Account Balance for Involuntary Distributions. For purposes of this Section 5.3, the Participant's vested Account balance shall include that portion of the Account balance that is attributable to rollover contributions (and earnings allocable thereto) within the meaning of Code sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16).

Section 5.4 – Beneficiary.

(a) Beneficiary Designation Right. Except as provided in Section 5.4(b) and Section 5.10, each Participant, and if the Participant has died, the Beneficiary of such Participant, shall have the right to designate one or more primary and one or more secondary Beneficiaries to receive any benefit becoming payable upon such individual's death. To the extent that a Participant's Account is not subject to Section 5.10, the spouse of a married Participant shall be the sole primary beneficiary of such Participant unless the requirements of Subsection (b) are met. To the extent that a Participant's Account is subject to Section 5.10, the spouse of a married Participant shall be the beneficiary of 100% of such Participant's Account unless the spouse waives his or her rights to such benefit pursuant to Section 5.10. All Beneficiary designations shall be in writing in a form satisfactory to the Plan Administrator and shall only be effective when filed with the Plan Administrator during the Participant's lifetime (or if the Participant has died, during the lifetime of the Beneficiary of such Participant who desires to designate a further Beneficiary). Except as provided in Section 5.4(b) or Section 5.10, as applicable, each Participant (or Beneficiary) shall be entitled to change his Beneficiaries at any time and from time to time by filing written notice of such change with the Plan Administrator.

(b) Form and Content of Spouse's Consent. To the extent that a Participant's Account is not subject to Section 5.10, the Participant may designate a Beneficiary other than his spouse pursuant to this Subsection if: (i) the spouse has waived the spouse's right to be the Participant's Beneficiary in accordance with this Subsection; (ii) the Participant has no spouse; or (iii) the Plan Administrator determines that the spouse cannot be located or such other circumstances exist under which spousal consent is not required, as prescribed by Treasury Regulations. If required, such consent: (i) shall be in writing; (ii) shall relate only to the specific alternate beneficiary or beneficiaries designated (or permits beneficiary designations by the Participant without the spouse's further consent); (iii) shall acknowledge the effect of the consent; and (iv) shall be witnessed by a plan representative or notary public. Any consent by a spouse, or establishment that the consent of a spouse may not be obtained, shall not be effective with respect to any other spouse. Any spousal consent that permits subsequent changes by the Participant to the Beneficiary designation without the requirement of further spousal consent shall acknowledge that the spouse has the right to limit such consent to a specific Beneficiary, and that the spouse voluntarily elects to relinquish such right.

(c) No Designated Beneficiary. In the event that the Participant fails to designate a Beneficiary, or in the event that the Participant is predeceased by all designated primary and secondary Beneficiaries, the death benefit shall be payable to the Participant's spouse or, if there is no spouse, to the Participant's children in equal shares or, if there are no children to the Participant's estate.

Section 5.5 - Minimum Distribution Requirements.

(a) General Rules.

(1) **Effective Date.** Subject to Section 5.10, the requirements of this Section shall apply to any distribution of a Participant's interest and will take precedence over any inconsistent provisions of this Plan. Unless otherwise specified in Subsection (g), the provisions of this Section apply to calendar years beginning after December 31, 2002.

(2) **Construction.** All distributions required under this Section shall be determined and made in accordance with the regulations under Code section 401(a)(9) and the minimum distribution incidental benefit requirement of Code section 401(a)(9)(G). Nothing contained in this Section shall be deemed to create a type of benefit (e.g., installment payments, lump sum within five years or immediate lump sum payment) to any class of Participants and/or Beneficiaries that is not otherwise permitted by the Plan.

(3) **Limits on Distribution Periods.** As of the first distribution calendar year, distributions to a Participant, if not made in a single-sum, may only be made over one of the following periods:

(A) the life of the Participant;

(B) the joint lives of the Participant and a designated beneficiary;

(C) a period certain not extending beyond the life expectancy of the Participant; or

(D) a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a designated beneficiary.

(b) Time and Manner of Distribution.

(1) **Required Beginning Date.** Unless an earlier date is specified in Section 5.2(b), the Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

(2) **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 unless an earlier date is specified in Section 5.2(b), distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70-1/2, if later.

(B) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then, unless otherwise specified in Section 5.2(b), 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 unless an earlier date is specified in Section 5.2(b).

(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 are required to begin, this Subsection (b)(2), other than Subsection (b)(2)(A), will apply as if the surviving spouse were the Participant except as otherwise provided in Section 5.2(b).

For purposes of this Subsection (b)(2) and Subsection (d), unless Subsection (b)(2)(D) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Subsection (b)(2)(D) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under section Subsection (b)(2)(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 Subsection (b)(2)(A)), the date distributions are considered to begin is the date distributions actually commence.

(3) 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 Subsections (c) and (d) to the extent otherwise permitted by the Plan. 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 401(a)(9) and the regulations.

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

(1) 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) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in Treas. Reg. section 1.401(a)(9)-9, Q&A-2 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 Treas. Reg. section 1.401(a)(9)-9 using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

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

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

(1) 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:

(i) 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.

(ii) 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.

(iii) 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 the 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.

(2) Death before Date Distributions Begin.

(A) Participant Survived by Designated Beneficiary. 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 Subsection (d)(1).

(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 Subsection (b)(2)(A), this Subsection (d)(2) will apply as if the surviving spouse were the Participant.

(e) Definitions.

(1) Designated Beneficiary. The individual who is designated by the Participant (or the Participant's surviving spouse) as the beneficiary of the Participant's interest under the plan and who is the designated beneficiary under Code section 401(a)(9) and Treas. Reg. section 1.401(a)(9)-4.

(2) 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 Subsection (b)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

(3) Life expectancy. Life expectancy as computed by use of the Single Life Table in Treas. Reg. section 1.401(a)(9)-9, Q&A-1.

(4) 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 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.

(f) TEFRA Section 242(b)(2) Elections.

(1) Notwithstanding any provision in the Plan to the contrary and subject to the requirements of Section 5.10, distribution on behalf of any Employee, including a More Than 5% Owner, who has made a designation under section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (a "section 242(b)(2) election") may be made in accordance with all of the following requirements (regardless of when such distribution commences):

(A) The distribution by the plan is one which would not have disqualified such plan under Code section 401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984.

(B) The distribution is in accordance with a method of distribution designated by the Employee whose interest in the plan is being distributed or, if the Employee is deceased, by a beneficiary of such Employee.

(C) Such designation was in writing, was signed by the Employee or the beneficiary, and was made before January 1, 1984.

(D) The Employee had accrued a benefit under the plan as of December 31, 1983.

(E) The method of distribution designated by the Employee or the beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the Employee's death, the beneficiaries of the Employee listed in order of priority.

(2) A distribution upon death will not be covered by this transitional rule unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Employee.

(3) For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Employee, or the beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in Subsections (f)(1)(A) and (E).

(4) If a designation is revoked, any subsequent distribution must satisfy the requirements of Code section 401(a)(9) and the regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must distribute by the

end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy Code section 401(a)(9) and the regulations thereunder, but for the section 242(b)(2) election. For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life).

(5) In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in Treas. Reg. section 1.401(a)(9)-8, Q&A-14 and Q&A-15, shall apply.

(g) Transition Rules.

(1) For plans in existence before 2003, required minimum distributions before 2003 were made pursuant to Subsection (f), if applicable, and Subsections (g)(2) through (g)(4) below.

(2) 2000 and Before. Required minimum distributions for calendar years after 1984 and before the effective dates of superseding regulations specified in Subsections (g)(3) and (g)(4) were made in accordance with Code section 401(a)(9) and the proposed regulations thereunder published in the Federal Register on July 27, 1987 (the "1987 Proposed Regulations").

(3) Proposed Regulations. No required minimum distributions were made pursuant to the proposed regulations under Code section 401(a)(9) published in the Federal Register on January 17, 2001.

(4) Final Regulations. Effective in 2003, required minimum distributions were made pursuant to the Final and Temporary regulations under Code section 401(a)(9) published in the Federal Register on April 17, 2002.

(h) Application of Five Year Rule.

(1) To the extent permitted in Section 5.2(b), if the Participant dies before distributions are required to begin and there is a designated beneficiary, distributions to the designated beneficiary are not required to begin by the date specified in Subsection (b)(2), but the Participant's entire interest may be distributed to the designated beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death. If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to either the Participant or the surviving spouse begin, this election will apply as if the surviving spouse were the Participant.

(2) To the extent permitted in Section 5.2(b), Participants or beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in Subsections (b)(2), (d)(2) and (h)(1) applies to distributions after the death of a Participant who has a designated beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distributions would be required to begin under Subsections (b)(2), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death. If neither the Participant nor beneficiary makes an election under this paragraph, distributions will be made in accordance with Subsections (b)(2), (d)(2) and (h)(1).

Section 5.6 - Direct Rollovers.

(a) In General. This Section applies to distributions made after December 31, 2001. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this part, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution that is equal to at least \$200 (or such lesser amount as determined by the Plan Administrator in a nondiscriminatory manner) paid directly to an eligible retirement plan specified by the distributee in a direct rollover. If an eligible rollover distribution is less than \$500 (or such lesser amount as determined by the Plan Administrator in a nondiscriminatory manner), a distributee may not make the election described in the preceding sentence to roll over a portion of the eligible rollover distribution.

(b) Definitions.

(1) Eligible Rollover Distribution. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code section 401(a)(9); any hardship distribution; the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any other distribution(s) that is reasonably expected to total less than \$200 during a year.

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 section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(2) **Eligible Retirement Plan.** An eligible retirement plan is an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, an individual retirement account described in Code section 408(a), individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), an annuity contract described in Code section 403(b), or a qualified plan described in Code section 401(a), that accepts the distributee's eligible 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 relation order, as defined in Code section 414(p).

(3) **Distributee.** A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the Alternate Payee under a qualified domestic relations order, as defined in Code section 414(p), are distributees with regard to the interest of the spouse or former spouse.

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

(c) **Rollover for A Non-Spouse Beneficiary:** Effective for distributions made after the 1st day of January, 2009, a non-spouse Beneficiary, seeking a distribution within the first 12 months after the death of the participant, is eligible to have a direct rollover made to an individual retirement account to the extent allowed by law. Such individual retirement account shall be considered to be an "inherited IRA."

Section 5.7 - Minor or Legally Incompetent Payee.

If a distribution is to be made to an individual who is either a minor or legally incompetent, the Plan Administrator may direct that such distribution be paid to the legal guardian. If a distribution is to be made to such person and there is no legal guardian, payment may be made to: (i) a parent, (ii) a person holding a power of attorney; (iii) a person authorized to act on behalf of such person under state law, or (iv) the custodian for such person under the Uniform Transfer to Minors Act, if such is permitted by the laws of the state in which such minor resides. Such payment shall fully discharge the Trustee, Plan Administrator, Trust Fund, and the Employer from further liability on account thereof.

Section 5.8 - Missing Payee.

If all or any portion of the distribution payable to a Participant or Beneficiary shall, for a period of more than five years after such distribution becomes payable, remain unpaid because the Plan Administrator has been unable to ascertain the whereabouts of the Participant or Beneficiary after sending a registered letter, return receipt requested, to the last known address of such Participant or Beneficiary, the amount so distributable may be treated as a forfeiture under Article II hereof. Notwithstanding the foregoing, if a claim is subsequently made by the Participant or Beneficiary for the forfeited benefit, such benefit shall be reinstated without any

credit or deduction for earnings and losses. Amounts forfeited from a Participant's Account under this Section shall be used to restore forfeitures, reallocate as contributions made pursuant to Article II or to pay Plan expenses.

Section 5.9 - Distributions upon Termination of Plan.

Except as provided in Sections 5.10 and 10.2, a Participant shall receive the balance of his Account in a lump sum payment upon termination of the Plan without the establishment of an alternative defined contribution plan (as described in Treas. Reg. section 1.401(k)-2(d)(4)) other than an Employee stock ownership plan (as defined in Code section 4975(e) or Code section 409), a simplified Employee pension plan (as defined in Code section 408(k)), a SIMPLE IRA Plan (defined in Code section 408(p)), a plan or contract that satisfies the requirements of Code section 403(b), or a plan that is described in Code section 457(b) or (f).

Section 5.10 - Joint and Survivor Annuities.

(a) Application. Notwithstanding any provision to the contrary, this Section shall apply if the Participant's Account exceeds \$1,000 at the time such individual becomes entitled to a distribution hereunder (or at any subsequent time established by the Plan Administrator to the extent provided in applicable Treasury Regulations). Effective January 1, 2005, for purposes of this Section 5.10(a), the Participant's vested Account balance shall include that portion of the Account balance that is attributable to rollover contributions (and earnings allocable thereto) within the meaning of Code sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16).

(b) Qualified Joint and Survivor Annuity. Unless otherwise elected pursuant to Subsection (d) below, a Participant's vested Account balance, to the extent provided in Subsection (a) above, will be paid to him by the purchase and delivery of an annuity in the form of a Qualified Joint and Survivor Annuity.

A Participant may waive the Qualified Joint and Survivor Annuity during a period that begins on the first day of the 90 day period ending on the Annuity Starting Date and ends on the later of the Annuity Starting Date or the 30th day after the Plan Administrator provides the Participant with a written explanation of the Qualified Joint and Survivor Annuity. The Plan Administrator shall no less than 30 days and no more than 90 days prior to the Annuity Starting Date provide each Participant a written explanation of: (i) the terms and conditions of a Qualified Joint and Survivor Annuity; (ii) the Participant's right to make and the effect of an election to waive the Qualified Joint and Survivor Annuity form of benefit; (iii) the rights of a Participant's spouse; and (iv) the right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity.

The Annuity Starting Date for a distribution in a form other than a Qualified Joint and Survivor Annuity may be less than 30 days after receipt of the written explanation described in the preceding paragraph provided: (i) the Participant has been provided with information that clearly indicates that the Participant has at least 30 days to consider whether to waive the Qualified Joint and Survivor Annuity and elect (with spousal consent) a form of distribution

other than a Qualified Joint and Survivor Annuity; (ii) the Participant is permitted to revoke any affirmative distribution election at least until the Annuity Starting Date or, if later, at any time prior to the expiration of the 7-day period that begins the day after the explanation of the Qualified Joint and Survivor Annuity is provided to the Participant; and (iii) the Annuity Starting Date is a date after the date that the written explanation was provided to the Participant.

(c) **Qualified Preretirement Survivor Annuity.** Unless otherwise elected within the applicable election period and to the extent provided in Subsection (a) above, if a Participant dies before the Annuity Starting Date then 100% of the Participant's vested Account balance shall be applied toward the purchase of an annuity for the life of the surviving spouse which shall be distributed to the spouse. The surviving spouse may direct the commencement of payments under the qualified preretirement survivor annuity within a reasonable time after the Participant's death. The terms of such annuity contract shall comply with the provisions of this Plan and the annuity contract shall be nontransferable. The applicable election period shall be the period which begins on the first day of the Plan Year in which the Participant attains age 35 and ends on the date of the Participant's death. If a Participant separates from service prior to the first day of the Plan Year in which he attains age 35, the election period shall begin on the date of separation. A Participant who has not yet attained age 35 may waive the annuity specified in this Subsection (c); provided, that (i) the Participant receives a written explanation pursuant to the following paragraph; and (ii) such election is not effective as of the first day of the Plan Year in which the Participant attains age 35. Any new waiver on or after such date shall be subject to the full requirements of this Subsection. Notwithstanding anything in this Section to the contrary, the surviving spouse may elect, in writing, to have the Account balance be distributed pursuant to Section 5.2(b).

The Plan Administrator shall provide each Participant within the applicable period for such Participant a written explanation of the annuity described in this Subsection (c) in such terms and in such manner as would be comparable to the explanation provided for meeting the requirements of Subsection (b) applicable to a Qualified Joint and Survivor Annuity. The applicable period for a Participant is whichever of the following periods ends last: (i) the period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age 35; (ii) a reasonable period ending after the individual becomes a Participant; or (iii) within a reasonable period ending after Termination of Employment in the case of a Participant who separates from service before attaining age 35.

For purposes of applying the preceding paragraph, a reasonable period ending after the enumerated events described in (ii) and (iii) is the end of the two-year period beginning one year prior to the date the applicable event occurs, and ending one year after that date. If a Participant who separates from service before the Plan Year in which he attains age 35 thereafter returns to employment with the Employer, the applicable period for such Participant shall be redetermined.

(d) **Elections.** Any waiver of the annuities described in Subsections (b) and (c) above shall not be effective unless: (i) the Participant's spouse consents in writing to the election; (ii) the election designates a specific beneficiary, including any class of beneficiaries or any contingent beneficiaries, which may not be changed without spousal consent (or the spouse

expressly permits designations by the Participant without any further spousal consent); (iii) the spouse's consent acknowledges the effect of the election; and (iv) the spouse's consent is witnessed by a plan representative or notary public. Additionally, a Participant's waiver of the Qualified Joint and Survivor Annuity shall not be effective unless the election designates a form of benefit payment which may not be changed without spousal consent (or the spouse expressly permits designations by the Participant without any further spousal consent). If it is established to the satisfaction of a plan representative that there is no spouse (within the meaning of Code section 417) or that the spouse cannot be located, a waiver will be deemed a qualified election. Any consent by a spouse obtained under this provision (or establishment that the consent of a spouse may not be obtained) shall be effective only with respect to such spouse. A consent that permits designations by the Participant without any requirement of further consent by such spouse must acknowledge that the spouse has the right to limit consent to a specific beneficiary, and a specific form of benefit where applicable, and that the spouse voluntarily elects to relinquish either or both such rights. A revocation of a prior waiver may be made by a Participant without the consent of the spouse at any time before the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided in Subsections (b) and (c).

Section 5.11 – Qualified Optional Survivor Annuity (QOSA).

An annuity for the life of the Participant with a survivor annuity that is equal to the applicable percentage of the amount of the annuity that is payable during the joint lives of the Participant and the spouse, and that is the actuarial equivalent of a single life annuity for the life of a Participant.

The survivor percentage of the QOSA shall be determined in accordance with the following:

- (a) If the Plan provides for a specific QJSA survivor annuity percentage and such percentage is less than 75%, then the Plans QOSA shall be 75%
- (b) If the Plan provides for a specific QJSA survivor annuity percentage and such percentage is greater than or equal to 75%, then the Plans QOSA shall be 50%
- (c) If the Plan does not provide for a specific QJSA survivor annuity percentage, then the QJSA survivor annuity percentage shall be 50% and the QOSA survivor annuity percentage shall be 75%.

Section 5.12 - In-Service Distribution.

At the election of a Participant, who has attained age 70½, and who has not severed employment, shall direct the distribution of up to the entire vested amount then credited to the Accounts maintained on behalf of such Participant. For purposes of this Section, a Participant shall include an Employee who has an Account balance in the Plan. In the event that the Plan Administrator makes such a distribution, the Participant shall continue to be eligible to participate in the Plan on the same basis as any other Employee. Any distribution made pursuant

to this Section shall be made in a manner consistent with Section 5.11, including, but not limited to, all notice and consent requirements of Code Sections 411(a)(11) and 417 and the Regulations thereunder. Furthermore, if an in-service distribution is permitted from more than one Account type, the Plan Administrator may determine any ordering of a Participant's in-service distribution from such Accounts.

Section 5.13 - Advance Distribution for Hardship.

(a) For Hardship Distributions taken prior to February 1, 2015 - Hardship events. The Controlled Account established for work performed May 1, 2000 and thereafter, may, at the election of a Participant, be distributed to the Participant in the initial Plan Year of the advance distribution for hardship up to the lesser of (1) 50% of his Controlled Account, valued as of the last Valuation Date excluding earnings on the Participant's Elective Deferral Account or (2) the amount necessary to satisfy the immediate and heavy financial need of the Participant. Subsequent distributions, if any, combined with the initial distribution cannot exceed the 50% limit of the Participant's Controlled Account valued as of the last Valuation Date in the year of the first distribution. For purposes of this Section, a Participant shall include an Employee who has a Controlled Account balance in the Plan. Any distribution made pursuant to this Section shall be deemed to be made as of the first day of the Plan Year or, if later, the Valuation Date immediately preceding the date of distribution, and the Controlled Account from which the distribution is made shall be reduced accordingly.

Effective with respect to Plan Years beginning in 2010, withdrawal under this Section shall be authorized only if the distribution is for one of the following or any other item permitted under Regulation Section 1.401(k)-1(d)(3)(iii)(B) or any other federally enacted legislation:

(1) Expenses for (or necessary to obtain) medical care that would be deductible under Code Section 213(d) (determined without regard to whether the expenses exceed 7.5% of adjusted gross income);

(2) Costs directly related to the purchase (excluding mortgage payments) of a principal residence for the Participant;

(3) Payments for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents (as defined in Code Section 152, and, for taxable years beginning on or after January 1, 2010, without regard to Code Section 152(d)(1)(B));

(4) Payment of tuition, related educational fees, and room and board expenses, for up to the next twelve (12) months of post-secondary education for the Participant, the Participant's spouse, children, or dependents (as defined in Code Section 152, and, for taxable years beginning on or after January 1, 2010, without regard to Code Section 152(b)(1), (b)(2), and (d)(1)(B));

(5) Payments necessary to prevent the eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage on that residence; or

(6) Payments may be made to a Participant to pay post-secondary educational loan incurred by the Participant's children for tuition, related educational fees and room and board expenses, incurred prior to August 1, 2010.

(b) For Hardship Distributions taken on and after February 1, 2015 – Hardship events. The Controlled Account established for work performed May 1, 2000 and thereafter, may, at the election of a Participant, be distributed to the Participant in the Plan Year of the advance distribution for hardship up to the lesser of: (i) 50% of his Controlled Account, valued as of the last Valuation Date excluding earnings on the Participant's Elective Deferral Account, or (ii) the amount necessary to satisfy the immediate and heavy financial need of the Participant. Subsequent distributions, if any, combined with the initial distribution cannot exceed the 50% limit of the Participant's Controlled Account valued as of the last Valuation Date in the year of distribution. For purposes of this Section, a Participant shall include an Employee who has a Controlled Account balance in the Plan. Any distribution made pursuant to this Section shall be deemed to be made as of the first day of the Plan Year or, if later, the Valuation Date immediately preceding the date of distribution, and the Controlled Account from which the distribution is made shall be reduced accordingly. A Participant shall be limited to one distribution in a calendar year.

Effective with respect to Plan Years beginning in 2010, withdrawal under this Section shall be authorized only if the distribution is for one of the following or any other item permitted under Regulation Section 1.401(k)-1(d)(3)(iii)(B) or any other federally enacted legislation:

(1) Expenses for (or necessary to obtain) medical care that would be deductible under Code Section 213(d) (determined without regard to whether the expenses exceed 7.5% of adjusted gross income);

(2) Costs directly related to the purchase (excluding mortgage payments) of a principal residence for the Participant;

(3) Payments for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents (as defined in Code Section 152, and, for taxable years beginning on or after January 1, 2010, without regard to Code Section 152(d)(1)(B));

(4) Payment of tuition, related educational fees, and room and board expenses, for up to the next twelve (12) months of post-secondary education for the Participant, the Participant's spouse, children, or dependents (as defined in Code Section 152, and, for taxable years beginning on or after January 1, 2010, without regard to Code Section 152(b)(1), (b)(2), and (d)(1)(B));

(5) Payments necessary to prevent the eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage on that residence; or

(6) Payments of post-secondary educational loan incurred by the Participant or Participant's children for tuition, related educational fees and room and board expenses.

(c) Other limits and conditions. No distribution shall be made pursuant to this Section unless the Plan Administrator, based upon the Participant's representation and such other facts as are known to the Plan Administrator, determines that all of the following conditions are satisfied:

(1) The distribution is not in excess of the amount of the immediate and heavy financial need of the Participant (including any amounts necessary to pay any federal, state, or local taxes or penalties reasonably anticipated to result from the distribution);

(2) The Participant has obtained all distributions, other than hardship distributions, and all nontaxable loans currently available under all plans maintained by the Employer (to the extent the loan would not increase the hardship);

(3) The Plan, and all other plans maintained by the Employer, provide that the Participant's Elective Deferrals will be suspended for at least six (6) months after receipt of the hardship distribution; and

(d) Limitation on Account withdrawals. Notwithstanding the above, distributions made from the Participant's Controlled Account, pursuant to this Section shall be limited solely to the Participant's Accounts and any income attributable thereto credited to the Participant's Controlled Accounts excluding earnings on the Participant's Elective Deferral Account.

(e) Other limits and conditions. No distribution shall be made pursuant to this Section from the Participant's account until such account has become fully vested. Furthermore, if a hardship distribution is permitted from more than one Account, the Plan Administrator may determine any ordering of a Participant's hardship distribution from such accounts.

(f) Distribution rules apply. Any distribution made pursuant to this Section shall be made in a manner which is consistent with and satisfies the provisions of Section 5.11, including, but not limited to, all notice and consent requirements of Code Sections 411(a)(11) and 417 and the Regulations thereunder.

ARTICLE VI - GENERAL PROVISIONS

Section 6.1 - Applications.

As a condition to payment of any benefit, an application for such benefit must be made in writing in a form and manner prescribed by the Trustees. No benefits shall be paid prior to the establishment and crediting of Individual Accounts and/or Controlled Accounts or prior to the receipt of written confirmation from the Internal Revenue Service of the United States that the Trust is an income tax exempt trust and that the Plan is qualified under the provisions of the Internal Revenue Code, whichever is later.

Section 6.2 - Information and Proof.

A claimant for benefits shall furnish the Board of Trustees with any information or proof reasonably required to determine his benefit rights. If the claimant makes a willfully false statement material to this application or furnishes fraudulent information or proof, material to his claim, benefits may be denied, suspended or discontinued. The Trustees shall have the right to recover any benefit payments made in reliance on any willfully false or fraudulent statement, information or proof submitted by a claimant.

Section 6.3 - Action of Trustees.

The Trustees shall be the sole judges of the standard of proof required in any case. The Trustees shall have power to use their discretion to determine eligibility for benefits and to construe this Plan, the Trust Agreement, Regulations, the Summary Plan Description, forms used by the Trust Fund, motions and other parts of the minutes of Trustees' meetings, and all other documents and written materials used by or applicable to the Trust Fund. The Trustees' interpretation shall be binding on the parties hereto, Employees, their dependents and beneficiaries, Employers, the Union, and all other persons.

Section 6.4 - Right to Appeal.

A claimant whose application for a benefit under this Plan has been denied, in whole or in part, will be accorded rights of appeal as stated in Section 8.5.

Section 6.5 - Amendment.

The Trustees reserve the right to amend this Plan at any time or from time to time provided, however, that no amendment shall permit the assets of the trust to be used for or diverted to purposes other than for the exclusive benefit of the Participants and their beneficiaries or eliminate an optional form of distribution.

ARTICLE VII – TOP-HEAVY RULES

Section 7.1 – Top-Heavy Status.

The special provisions set forth in this Article VIII shall apply during any Plan Year in which this Plan, together with any other retirement plans required to be aggregated under Code section 416(g) and the Treasury Regulations promulgated thereunder, is "Top-Heavy." This Plan is Top-Heavy for any Plan Year beginning after 1983:

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

(b) 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 Required Aggregation Group of plans exceeds 60%; or

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

Section 7.2 – Collectively Bargained Plan.

The Plan primarily consists of Employees for whom contributions are collectively bargained. Participation in the Plan is permitted for the Employees of the Union and for those Employees employed by an Employee Benefit Plan affiliated with the Union who are non-collectively bargained Employees; provided, however, that the number of such non-collectively bargained Employees is not greater than 50. That portion of the Plan consisting of non-collectively bargained Employees shall be tested separately from that portion of the Plan consisting of collectively bargained Employees; provided, however, that the two portions of the Plan may be aggregated if such aggregation would continue to meet the antidiscrimination and coverage requirements of Section 401(a) and 410 of the Code. This Plan automatically will be deemed not top heavy if such permissive aggregation of the portions of the Plan is not top heavy as a group.

Section 7.3 – Contingent Top Heavy Rules for Non-Collectively Bargained Employees.

If that portion of the Plan containing non-collectively bargained Employees is or becomes Top Heavy in any Plan Year the provisions of this Article will supersede any conflicting provisions of the Plan.

Section 7.4 - Minimum Allocations.

(a) In General. In any Plan Year in which the Plan is Top-Heavy, the contributions and forfeitures allocated on behalf of any Participant who is (i) employed by the Employer on the last day of the Plan Year and (ii) not a Key Employee shall not be less than the lesser of three

percent (3%) of such Participant's Testing Compensation or in the case where the Employer has no defined benefit plan which designates this Plan to satisfy Code section 416, the largest percentage of contributions (including Elective Deferrals) and forfeitures, as a percentage of Key Employee's Testing Compensation, as limited by Code section 401(a)(17), allocated on behalf of any Key Employee for that Plan Year. The minimum allocation is determined without regard to any Social Security contribution. This minimum allocation shall be made even though, under other Plan provisions, the Participant would not otherwise be entitled to receive an allocation, or would have received a lesser allocation for the Plan Year because of (i) the Participant's failure to complete 1,000 Hours of Service (or any equivalent provided in the Plan), (ii) the Participant's failure to make mandatory Employee contributions to the Plan, or (iii) compensation less than a stated amount. Except as provided in Paragraph (b) below, neither elective deferrals nor matching contributions may be taken into account for the purpose of satisfying the minimum top-heavy contribution requirement.

(b) Contributions under Other Plans. The minimum allocation requirement discussed in Subsection 8.4(a) may be met solely or partially in another plan. If the minimum allocation requirement of this Section 8.4 for any Plan Year is met partially in another plan, this Plan may offset the minimum required allocation in Subsection 8.4(a) by the amount allocated in or the benefit accrued in the other plan.

Section 7.5 - Minimum Vesting.

(a) For any Plan Year in which this Plan is Top-Heavy, all Accounts shall be 100% vested and non-forfeitable.

(b) The minimum vesting schedule applies to all benefits within the meaning of Code section 411(a)(7) except those attributable to Employee contributions or those already subject to a vesting schedule which vests at least as rapidly as the schedule listed above, including benefits accrued before the effective date of Code section 416 and benefits accrued before the Plan became Top-Heavy. Further, no decrease in a Participant's non-forfeitable percentage may occur in the event the Plan's status as Top-Heavy changes for any Plan Year. However, this Section does not apply to the account balances of any Employee who does not have an hour of service after the Plan initially became Top-Heavy and such Employee's Account balance attributable to contributions and forfeitures will be determined without regard to this Section. The minimum allocation required (to the extent required to be non-forfeitable under Code section 416(b)) may not be forfeited under Code sections 411(a)(3)(B) or 411(a)(3)(D).

ARTICLE VIII - PLAN ADMINISTRATION

Section 8.1 - Plan Administrator.

(a) Designation. The Plan Administrator shall be the Trustees.

(b) Authority and Responsibility of the Plan Administrator. The Plan Administrator shall be the Plan "administrator" as such term is defined in section 3(16) of ERISA, and as such shall have total and complete discretionary power and authority:

(1) to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities and inconsistencies therein and to supply omissions thereto. Any construction, interpretation or application of the Plan by the Plan Administrator shall be final, conclusive and binding;

(2) to determine the amount, form or timing of benefits payable hereunder and the recipient thereof and to resolve any claim for benefits in accordance with this Article IX;

(3) to determine the amount and manner of any allocations and/or benefit accruals hereunder;

(4) to maintain and preserve records relating to Participants, former Participants, and their Beneficiaries and Alternate Payees;

(5) to prepare and furnish to Participants, Beneficiaries and Alternate Payees all information and notices required under applicable law or the provisions of this Plan;

(6) to prepare and file or publish with the Secretary of Labor, the Secretary of the Treasury, their delegates and all other appropriate government officials all reports and other information required under law to be so filed or published;

(7) to provide directions to the Trustee with respect to the purchase of life insurance, methods of benefit payment, valuations at dates other than regular Valuation Dates and on all other matters where called for in the Plan or requested by the Trustee;

(8) to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable; and shall be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by same

(9) to determine all questions of the eligibility of Employees and of the status of rights of Participants, Beneficiaries and Alternate Payees;

(10) to arrange for bonding, if required by law;

(11) to adjust Accounts in order to correct errors or omissions;

(12) to determine whether any domestic relations order constitutes a Qualified Domestic Relations Order and to take such action as the Plan Administrator deems appropriate in light of such domestic relations order;

(13) to retain records on elections and waivers by Participants, their spouses and their Beneficiaries and Alternate Payees;

(14) to supply such information to any person as may be required;

(15) to establish, revise from time to time, and communicate to the Trustee and/or the Investment Fiduciary and Investment Manager(s), a funding policy and method for the Plan; and

(16) to perform such other functions and duties as are set forth in the Plan that are not specifically given to the Investment Fiduciary or Trustee.

(c) Procedures. The contributing Employers shall adopt such rules and procedures as it deems necessary, desirable, or appropriate for the administration of the Plan. In the absence of action by the contributing Employers, the Plan Administrator may adopt such rules and procedures as it deems necessary, desirable, or appropriate for the administration of the Plan. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished to it. The Plan Administrator's decisions shall be binding and conclusive as to all parties.

(d) Allocation of Duties and Responsibilities. The Plan Administrator may designate other persons to carry out any of his duties and responsibilities under the Plan.

Section 8.2 - Compensation of Trustees.

The Trustees shall serve without compensation for their services but shall be reimbursed for any reasonable expenses incurred in connection therewith.

Section 8.3 - Plan Expenses.

All direct expenses of the Plan and Plan Administrator or any other person in furtherance of their duties hereunder shall be considered proper charges to the Trust Fund and shall be paid therefrom.

Section 8.4 - Allocation of Fiduciary Responsibility.

A Plan fiduciary shall have only those specific powers, duties, responsibilities and obligations as are explicitly given him under the Plan and Trust Agreement. It is intended that each fiduciary shall not be responsible for any act or failure to act of another fiduciary. A fiduciary may serve in more than one fiduciary capacity with respect to the Plan.

Section 8.5 - Claims Procedures.

(a) **Application for Benefits.** A Participant or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim shall be in writing and shall include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

(b) **Timing of Notice of Denied Claim.** The Plan Administrator shall notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 90 days after receipt of the claim. This period may be extended one time by the Plan for up to 90 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial review period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.

(c) **Content of Notice of Denied Claim.** If a claim is wholly or partially denied, the Plan Administrator shall provide the Claimant with a written notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an explanation of why the additional information is necessary, and (4) an explanation of the steps that the Claimant must take if he wishes to appeal the denial including a statement that the Claimant may bring a civil action under ERISA.

(d) **Appeals of Denied Claim.** If a Claimant wishes to appeal the denial of a claim, he shall file a written appeal with the Plan Administrator on or before the 60th day after he receives the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal shall identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant shall be provided, upon request and free of charge, documents and other information relevant to his claim. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator shall consider the merits of the Claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. The Claimant shall lose the right to appeal if the appeal is not timely made. The Plan Administrator shall ordinarily rule on an appeal within 60 days. However, if special circumstances require an extension and the Plan Administrator furnishes the Claimant with a written extension notice during the initial period, the Plan Administrator may take up to 120 days to rule on an appeal.

(e) **Denial of Appeal.** If an appeal is wholly or partially denied, the Plan Administrator shall provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits, and (4) a statement describing the Claimant's right to bring an action under section 502(a) of ERISA. The determination rendered by the Plan Administrator shall be binding upon all parties.

Section 8.6 - Exhaustion of Remedies and Statute of Limitations.

No legal action for benefits under the Plan shall be brought unless and until the following have occurred:

(a) The Participant has submitted a claim for benefits in accordance with Section 8.5 above and has received notification of the claims' denial.

(b) The Participant has submitted the denied claim for review in accordance with Section 8.5 above and has received a final denial of the reviewed claim.

(c) Any legal action taken must be filed within ninety (90) days of the date of receipt of the final denial in (b) above.

(d) No legal action can be taken against the Plan or the Board of Trustees more than three (3) years after a claim for benefits has been made. For this purpose, a claim for benefits is deemed to have been made on:

(1) the date an application for benefits is denied on review by the Board of Trustees, if the claim is to recover benefits not paid by the Plan;

(2) the date benefits are suspended, if the claim is to recover benefits suspended under the Plan; or

(3) the date of the benefit statement that was provided for the applicable period of service, if the claim is in regard to the Trustees' (or designee's) computation of service and benefits under the Plan.

Section 8.7 - Written Communication.

To the extent permitted by applicable Treasury and/or Department of Labor Regulations and accepted by the Plan Administrator, all provisions of the Plan and Trust that require written notices and elections shall be interpreted to mean authorized electronic and telephonic notices and elections. Any notice made under the terms of the Plan may be made in any electronic or telephonic method.

ARTICLE IX - MERGER AND TERMINATION

Section 9.1 - Merger and Transfer.

(a) Merger. In the event of any merger or consolidation with, or transfer of assets or liabilities to, any other plan, each Participant shall have a benefit in the surviving or transferee plan (as if such plan were then terminated immediately after such merger, consolidation or transfer) that is equal to or greater than the benefit he would have had immediately before such merger, consolidation or transfer in the plan in which he was then a Participant had such plan been terminated at that time.

(b) Transfer. The Plan Administrator may accept assets and related liabilities from another qualified plan provided that it receives sufficient evidence that the transferor plan is a tax-qualified plan. The Plan Administrator may transfer assets and related liabilities to another qualified plan provided that it receives sufficient evidence that the transferee plan is a tax-qualified plan.

Section 9.2 - Termination.

(a) It is the intention of the Plan Administrator that this Plan will be permanent. However, the Plan Administrator reserves the right to terminate the Plan at any time for any reason.

(b) Any termination of the Plan shall become effective as of the date designated by the Plan Sponsor. Except as expressly provided elsewhere in the Plan, prior to the satisfaction of all liabilities with respect to the benefits provided under this Plan, no termination shall cause any part of the funds or assets held to provide benefits under the Plan to be used other than for the benefit of Participants or to meet the administrative expenses of the Plan. In the event of the termination or partial termination of the Plan the Account balance of each affected Participant will be non-forfeitable. In the event of a complete discontinuance of contributions under the Plan, the Account balance of each affected Participant will be non-forfeitable. Upon termination of the Plan, Participant Accounts shall be distributed in a single lump sum payment unless otherwise required pursuant to Article V.

ARTICLE X - MISCELLANEOUS

Section 10.1 – Nonalienation of Benefits.

(a) Except as provided in Section 11.1(b), the Trust Fund shall not be subject to any form of attachment, garnishment, sequestration or other actions of collection afforded creditors of the Employer, Participants or Beneficiaries under the Plan and all payments, benefits and rights shall be free from attachment, garnishment, trustee's process, or any other legal or equitable process available to any creditor of such Employer, Participant or Beneficiary. Except as provided in Section 11.1(b), no Participant or Beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which he may expect to receive, contingently or otherwise, under the Plan, except the right to designate a Beneficiary. Any reference to a Participant or Beneficiary shall include an Alternate Payee or the Beneficiary of an Alternate Payee.

(b) Notwithstanding the foregoing, the Plan Administrator may:

(1) Subject to Section 11.2 below, comply with the provisions and conditions of any Qualified Domestic Relations Order pursuant to the provisions of Code section 414(p).

(2) Comply with any federal tax levy made pursuant to Code section 6331.

(3) Subject to the provisions of Code section 401(a)(13), comply with the provisions and conditions of a judgment, order, decree or settlement agreement issued on or after August 5, 1997 between the Participant and the Secretary of Labor or the Pension Benefit Guaranty Corporation relating to a violation (or alleged violation) of part 4 of subtitle B of title I of ERISA.

(4) Bring action to recover benefit overpayments.

Section 10.2 - Rights of Alternate Payees.

(a) General. An Alternate Payee shall have no rights to a Participant's benefit and shall have no rights under this Plan other than those rights specifically granted to the Alternate Payee pursuant to a Qualified Domestic Relations Order that are consistent with this Section 11.2.

(b) Distribution. Notwithstanding any provision of the Plan to the contrary, the Plan Administrator distribute all or a portion of a Participant's benefits under the Plan to an Alternate Payee in accordance with the terms and conditions of a Qualified Domestic Relations Order. The Plan hereby specifically permits and authorizes distribution of a Participant's benefits under the Plan to an Alternate Payee in accordance with a Qualified Domestic Relations Order prior to the date the Participant has a Termination of Employment, or prior to the date the Participant attains his earliest retirement age as defined in Code section 414(p).

(c) Investment Funds. If the Qualified Domestic Relations Order does not specify the Participant's Accounts, or Investment Funds in which such Accounts are invested, from which

amounts that are separately accounted for shall be paid to an Alternate Payee, such amounts shall be distributed, or segregated, from the Participant's Accounts, and the Investment Funds in which such Accounts are invested, on a pro rata basis. A Qualified Domestic Relations Order may not provide for the assignment to an Alternate Payee of an amount that exceeds the balance of the Participant's vested Accounts after deduction of any outstanding loan.

(d) **Default Rules.** Unless a Qualified Domestic Relations Order provides to the contrary:

(1) **Death Benefits.** An Alternate Payee shall have the right to designate a Beneficiary who shall receive benefits payable to an Alternate Payee which have not been distributed at the time of the Alternate Payee's death. If the Alternate Payee does not designate a Beneficiary, or if the Beneficiary predeceases the Alternate Payee, benefits payable to the Alternate Payee which have not been distributed shall be paid to the Alternate Payee's estate. Any death benefit payable to the Beneficiary of an Alternate Payee shall be paid in a single sum as soon as administratively practicable after the Alternate Payee's death.

(2) **Investment Direction.** An Alternate Payee shall have the right to direct the investment of any portion of a Participant's Accounts payable to the Alternate Payee under such order in the same manner with respect to a Participant, which amounts shall be separately accounted for by the Trustee in the Alternate Payee's name.

(3) **Voting Rights.** An Alternate Payee shall have the right to direct the Trustee as to the exercise of voting rights in the same manner as provided with respect to a Participant.

(e) **Withdrawals/Loans.** An Alternate Payee shall not be permitted to make any withdrawals and shall not be permitted to make a loan from the separate account established for the Alternate Payee pursuant to the Qualified Domestic Relations Order.

(f) **Treatment as Spouse.** A former spouse may be treated as the spouse or surviving spouse and a current spouse will not be treated as the spouse or surviving spouse to the extent provided under a Qualified Domestic Relations Order.

(g) **Plan Procedures.** The Plan Administrator shall be responsible for establishing reasonable procedures for determining whether any domestic relations order received with respect to the Plan qualifies as a Qualified Domestic Relations Order, and for administering distributions in accordance with the terms and conditions of such procedures and any Qualified Domestic Relations Order.

Section 10.3 - No Right to Employment.

Nothing contained in this Plan shall be construed as a contract of employment between the Employer and the Participant, or as a right of any Employee to continue in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

Section 10.4 - No Right to Trust Assets.

No Employee, Participant, former Participant, Beneficiary or Alternate Payee shall have any rights to, or interest in, any assets of the Trust upon termination of employment or otherwise, except as specifically provided under the Plan. All payments of benefits under the Plan shall be made solely out of the assets of the Trust.

Section 10.5 - Governing Law.

This Plan shall be construed in accordance with and governed by the laws of Pennsylvania to the extent not preempted by Federal law.

Section 10.6 - Severability of Provisions.

If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the Plan shall be construed and enforced as if such provisions had not been included.

Approved by the undersigned Trustees this 16 day of January, 2015.

BY THE EMPLOYER TRUSTEES:

Mike Z

K-L

Joe Hardy

BY THE UNION TRUSTEES:

[Signature]

William J. Stone

[Signature]

Trustees of United Steelworkers Local 286 Severance/401(k) Plan