

AUTOMOTIVE INDUSTRIES INDIVIDUAL ACCOUNT RETIREMENT PLAN

The above-named Plan is hereby revised in its entirety to read as set forth in the revised Plan attached hereto effective January 1, 2015.




UNION TRUSTEES:






Date Signed: 3/7/2016

EMPLOYER TRUSTEES:

AUTOMOTIVE INDUSTRIES
INDIVIDUAL ACCOUNT
RETIREMENT PLAN

RULES AND REGULATIONS

(Amended and Restated as of January 1, 2015)

AUTOMOTIVE INDUSTRIES
INDIVIDUAL ACCOUNT RETIREMENT PLAN

RULES AND REGULATIONS
EFFECTIVE JANUARY 1, 2015

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AUTOMOTIVE INDUSTRIES
INDIVIDUAL ACCOUNT RETIREMENT PLAN
RULES AND REGULATIONS
EFFECTIVE JANUARY 1, 2015

The Board of Trustees of the Automotive Industries Pension Trust Fund hereby adopts the following Individual Account Retirement Plan to be effective January 1, 2015, and which, in accordance with IRC Section 401(a)(27)(B), has been designated as a profit sharing plan. The Plan is adopted pursuant to the authority of the Board of Trustees granted under the Trust Agreement originally entered into as of September 1, 1955.

ARTICLE I

Meaning, Construction and Definitions

Section 1.01 - Meaning.

Unless the context otherwise requires, the words and phrases used in this Plan shall have the same meaning as they do in the Trust Agreement.

Section 1.02 - 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 1.03 - Definitions.

(a) "Accumulated Share" means the amount payable from an Individual Account as defined and described in Section 6.01.

(b) "Alumni" is a noncollectively bargained employee who benefits under the Plan and is treated as a Collectively Bargained Employee for purposes of meeting federal rules on minimum participation and anti-discrimination, but not with respect to vesting rules. To be an Alumni, the employee must have accrued a benefit under this Plan while being a Collectively Bargained Employee, must be employed by the Union, or an Individual Employer, and must participate in the Plan pursuant to a written Pension Agreement which provides for the employee to benefit under the Plan.

(c) "Beneficiary" means a person designed by a Participant pursuant to the Plan or by the terms of the Plan who is or who may become entitled to a benefit under the terms of the Plan.

(d) "Board" means the Board of Trustees established by the Trust Agreement.

(e) "Code" means the Internal Revenue Code of 1986, 26 USC 1, as amended, and any regulation issued pursuant hereto.

(f) "Collective Bargaining Agreement" means any written contract by and between an Employer Association or any Individual Employer and any Union (or any of its successors), including all extensions or renewals thereof which provides for the making of employer contributions to the Plan.

(g) "Collectively Bargained Employee" is an employee who is included in a unit of employees covered by a Collective Bargaining Agreement requiring contributions to this Plan.

(h) "Contribution" means the payment made to the Plan by any Individual Employer.

(i) "Contribution Agreement" means any written agreement by any Individual Employer or Employer Association which provides for Contributions to the Plan. Any Contribution Agreement shall be subject to approval by the Board.

(j) "Covered Service" means employment performed by an employee for which Individual Employer Contributions are required under the terms of a Contribution Agreement.

(k) "Credited Service" which determines a Participant's vested benefit is defined in Section 2.04.

(l) "Employee" means (1) any person who performs work under a Collective Bargaining Agreement between an Employer Association or an Individual Employer and a Union, for whom an Individual Employer is obligated to make contributions to the Trust, or (2) any full-time salaried officer or employee of the Union if it extends individual account plan pension coverage to its full-time officers or employees, or (3) any person qualifying as an Alumni.

Notwithstanding any other provisions of this Plan to the contrary, and whether or not contributions are required for work performed by them, the term "Employee" does not include, and no benefits shall accrue to, individuals in any of the following categories:

(1) A sole proprietor who is a Contributing Employer, or that person's Spouse.

(2) A partner of any partnership which is a Contributing Employer, or that person's Spouse.

(m) "Employer Association" means an association comprised of Individual Employers which is a party to the Trust Agreement.

(n) "ERISA" means the Employee Retirement Income Security Act, 29 USC 1001 et seq., as amended.

(o) "Five Year Break in Service" is defined in Section 2.05(b).

(p) "Former Employee" means a Former Employee as defined in the Trust Agreement as in effect prior to March 1, 1996.

(q) "Highly Compensated Employee" means each highly compensated active employee and highly compensated former employee of an Individual Employer. Whether an individual is a highly compensated employee is determined separately with respect to each Individual Employer, based solely on that individual's compensation from or status with respect to that Individual Employer.

(r) "Hours of Service" includes both Covered Service and Related Non-Covered Service. Whenever the phrase "Hour of Covered Service" is used, only Covered Service will be taken into account and Related Non-Covered Service will be disregarded.

In the case of either Covered Service or Related Non-Covered Service, an Hour of Service is each hour of employment for which an employee is paid, or entitled to payment, for the performance of duties for an Individual Employer, and any other hour for which back pay is payable by the Individual Employer, irrespective of mitigation of damages and whether pursuant to a final award or to an agreement by the Individual Employer.

Effective January 1, 1986, for purposes of determining whether a One Year Break in Service has occurred, Hours of Service will also include hours when a Participant is absent from work, with or without pay, by reason of the Participant's pregnancy, by reason of birth of the Participant's child, by reason of the placement of a child with the Participant in connection with his adoption of the child, or for purposes of caring for such a child immediately following its birth or placement, provided that the Participant furnishes the Board adequate information establishing that the absence from work was for a permitted reason and the number of days for which there was such an absence.

There shall be no duplication of Hours for which credit is available under more than one of the foregoing rules. Furthermore, whenever it is necessary to compute Hours of Service or to determine the computation periods to which Hours of Service will be credited, the Board will establish a rule specifically permitted under applicable lawful regulations issued by the Department of Labor under ERISA.

Hours of Service shall be credited in accordance with DOL Regulations §§ 2530.200b-2 and 2530.200b-3.

(s) "Individual Account" means the account established for each Participant, pursuant to Section 3.01 of this Plan.

(t) "Individual Account Expense Charge" is defined in Section 3.02

(u) "Individual Employer" or "Contributing Employer" means (1) any employer employing persons performing work who is bound by the terms of a Collective Bargaining Agreement to make contributions to the Trust, or who has signed a written Contribution Agreement as provided in the Trust Agreement as amended, (2) any Union, and (3) any apprenticeship or other fund benefiting Collectively Bargained Employees which has signed a Contribution Agreement satisfactory to the Board.

An employer shall not be deemed a Contributing Employer simply because it is part of a controlled group of corporations or of a trade or business under common control, some other part of which is a Contributing Employer.

For purposes of identifying highly compensated employees and applying the rules on participation, vesting and statutory limits on benefits under the Plan but not for determining Covered Service, the term "Individual Employer" includes all members of an affiliated service group with the Individual Employer within the meaning of Internal Revenue Code §414(m) and all other businesses aggregated with the Individual Employer under Internal Revenue Code §414(o).

(v) "Industry" means work of the type performed by Employees covered by the Plan which directly or indirectly requires the use of the same skills of Employees in the geographic area covered by the Plan.

(w) "Investment Income Factor" is defined in Section 3.03.

- (x) "Market Value" means the value of the assets at fair market value.
- (y) "Month of Covered Service" means a calendar month during which the Employee completes one or more hours of Covered Service.
- (z) "Normal Retirement Age" is the later of the dates specified in (1), (2) and (3) below:
 - (1) The date the Participant attains normal retirement age under the Automotive Industries Pension Trust Fund;
 - (2) The date the Participant attains age 65; or
 - (3) For any Participant who is not a Participant in the Automotive Industries Pension Trust Fund, the date the Participant reaches the fifth anniversary of the date he commenced participation in the Plan. For purposes of this subparagraph (3), the number of a Participant's anniversaries will be determined under the following rules:
 - (i) Until a person has a Five Year Break in Service, the yearly return of a person's original commencement date will constitute an anniversary if the person is a Participant on that date.
 - (ii) After a person has a Five Year Break in Service, all prior service, including accumulated anniversaries, is permanently forfeited, and hence if the person again becomes a Participant, his anniversaries will be measured from his new commencement date.
 - (iii) A person's commencement date shall be the first day of the first Plan Year in which he commenced participation in the Plan.
- (aa) "One Year Break in Service" is defined in Section 2.05(a).
- (bb) "Participant" means any Employee who meets the requirements for participation in the Plan as set forth in Article II.
- (cc) "Plan" means the Automotive Industries Individual Account Retirement Plan.
- (dd) "Plan Year" means the period from January 1 of any year through December 31 of that same year.
- (ee) "Qualified Domestic Relations Order" means a domestic relations order which has been determined, pursuant to procedures established by the Board, to be a qualified domestic relations order as defined in Section 206(d) of ERISA, 29 U.S.C. 1056(d).
- (ff) "Related Credited Service" is defined in Section 2.07.
- (gg) "Related Non-Covered Service" is employment for an Individual Employer which is not Covered Service, but which immediately follows or precedes Covered Service with the same Individual Employer without any intervening quit, discharge or retirement, and which occurs while that Individual Employer is obligated to contribute to the Plan for Employees in Covered Service.

(hh) "Required Beginning Date" means the April 1st following the calendar year in which the Participant attains age 70 ½.

(ii) "Retired Employee" means a Retired Employee as defined in the Trust Agreement as in effect prior to March 1, 1996.

(jj) "Spouse" means a person to whom a Participant is legally married.

(kk) "Total Disability" means a total disability as determined by the Social Security Administration for purposes of eligibility for Title II disability benefits.

Total Disability shall cease on the earlier of (1) the last day of the month determined by the Social Security Administration to be the last month in which the Participant is disabled and (2) the last day of the month in which the Participant returns to substantial gainful employment. The Trustees may at any time, or from time to time, require evidence of continued entitlement to such Social Security Disability Benefit.

(ll) "Trust Agreement" means the Trust Agreement first entered into as of September 1, 1955, as establishing the Automotive Industries Pension Trust Fund, and any modification, amendment, extension or renewal thereof.

(mm) "Union" means a local union affiliated with (1) the International Association of Machinists and Aerospace Workers, (2) International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, or (3) International Brotherhood of Painters and Allied Trades, or successors thereof that is authorized by the Board to participate herein and which agrees in writing to be bound by the terms of the Plan and Trust Agreement.

(nn) "Valuation Date" means the last day of each Plan Year and such other dates as may be determined by the Board from time to time.

(oo) "Vested Percentage" is defined in Section 4.04.

(pp) "Years of Credited Service" are defined in Section 2.04.

ARTICLE II

Participation, Credited Service and Breaks in Service

Section 2.01 - Start of Participation.

An Employee becomes a Participant in the Plan as of the first day of the first month for which a Contribution is made on his behalf on or after March 1, 1996, by an Individual Employer.

Section 2.02 - Termination of Participation.

A Participant who receives payment of his Accumulated Share shall cease to be a Participant as of the date on which the Accumulated Share is paid to him. A Participant shall also cease to be a Participant when there is no payment to be made to him because either (a) there is no balance remaining in his Individual Account after the assessment of the expense charges, or (b) his Individual Account is forfeited as provided in Section 2.06(a)(2).

Section 2.03 - Reinstatement of Participation.

An Employee who has lost his status as a Participant in accordance with Section 2.02 shall again become a Participant at such time as he satisfies the requirements of Section 2.01.

Section 2.04 - Credited Service.

Credited Service shall mean:

(a) For Service completed prior to January 1, 1976. The term "Years of Credited Service" as used herein means the total number of monthly payments made into the Automotive Industries Pension Trust Fund for an Employee by all Individual Employers after September 1, 1955 and before January 1, 1976 (excluding all payments in excess of twelve monthly payments for each Employee during any calendar year, and all payments in excess of one payment for any calendar month) divided by twelve. In determining the number of Years of Credited Service, fractions of a Year of Credited Service (but not less than 1/12) shall be taken into account.

(b) For Service completed on or after January 1, 1976 and before January 1, 1996. The Employee will be credited with one Year of Credited Service for each calendar year period subsequent to January 1, 1976 and before January 1, 1996 during which the Employee completed five (5) or more Months of Covered Service under the Automotive Industries Pension Trust Fund. No fractional credit is given.

(c) For Service Completed on or After January 1, 1996. The Employee will be credited with one Year of Credited Service for each calendar year period subsequent to January 1, 1996, during which the Employee completes five (5) or more Months of Covered Service under either this Plan or the Automotive Industries Pension Trust Fund. No fractional credit is given.

(d) Related Non-Covered Service shall be considered Covered Service for purposes of vesting under the Plan.

Section 2.05 - Breaks in Service.

(a) One Year Break in Service. A One Year Break in Service occurs at the end of any Plan Year during which a Participant has not completed at least either:

- (1) five Months of Covered Service, or
- (2) 501 Hours of Service, including both Covered Service and Related Non-Covered Service.

However, no Break in Service shall occur during a Plan Year if the Participant's failure to meet the requirements stated above was solely due to any of the following causes:

- (i) a disability which incapacitates the Participant from engaging in Covered Service;
- (ii) service in the Armed Forces;
- (iii) engaging in this Industry in an ineligible classification.

(b) Five Year Break in Service. A Five Year Break in Service occurs at the end of any Plan Year when the number of a nonvested Participant's consecutive One Year Breaks in Service equals five, provided that a Participant who is 100 percent vested shall not incur a Five Year Break in Service.

Section 2.06 - Consequences of a Five Year Break in Service.

(a) Nonvested Participants. If a Participant has no vested interest in his Individual Account, then when he incurs a Five Year Break in Service, the following items will be permanently forfeited:

- (1) All Years of Credited Service earned prior to the Five Year Break in Service;
- and
- (2) The entire amount of his Individual Account.

(b) Partially Vested Participants. If a Participant is partially vested, but not yet 100 percent vested in his Individual Account, then when he incurs a Five Year Break in Service, the nonvested portion of his Individual Account will be permanently forfeited. However, no Years of Credited Service earned prior to the Five Year Break in Service will be forfeited. If the Participant subsequently earns additional Years of Credited Service, then

- (1) The vested portion of his Individual Account attributable to Contributions prior to the Five Year Break in Service will not be increased by subsequently earned Years of Credited Service; and
- (2) The vested portion of his Individual Account attributable to Contributions after the Five Year Break in Service will be determined by counting all of the Participant's Years of Credited Service, whenever earned.

(c) Allocation of Forfeitures. The amount of forfeitures for any Plan Year shall be determined before any Plan expenses or net income, including gains and losses, are allocated to individual accounts as provided in Article III. The amount of such forfeitures shall be used to reduce Plan expense as provided in Section 3.02(a), and if that does not allocate all forfeitures the excess forfeitures shall be added to net investment income, including gains and losses, for the year.

Section 2.07 - Related Credited Service.

(a) Purpose. Related Credited Service is provided under this Plan for Participants who would otherwise be ineligible for a pension under this Plan because their years of employment have been divided between employment creditable under this Plan and employment creditable under another pension plan.

(b) Related Plans. By resolution duly adopted, the Board may recognize another pension plan as a Related Plan.

(c) Related Credited Service. Years of service creditable under a Related Plan to a Participant shall be recognized under this Plan as a Related Credited Service. The total of a Participant's Related Credited Service and the Credited Service which he has accumulated and maintained directly under this Plan shall be known as his Combined Credited Service. For the purposes of this Plan, the term Related Credited Service does not include employment creditable under any pension plan which is not recognized by the Board as a Related Plan.

(d) Eligibility for Related Credited Service. A Participant shall be eligible for Related Credited Service if he meets the following requirements:

(1) He would be eligible for a Normal, Early Retirement or Disability Pension under this Plan if his Combined Credited Service is treated as Credited Service as defined in this Plan; and

(2) He has at least 2 years of Credited Service under this Plan.

Related Credited Service shall be counted in determining whether a One Year Break in Service has occurred as set forth in Section 2.05 to determine whether prior Combined Credited Service shall be cancelled.

(e) Payment. Payment of retirement benefits pursuant to this Section shall be subject to all the conditions applicable to this Plan, including, without limitation, the requirements for retirement as defined in Articles IV and V.

With respect to any Related Plan, this Section shall apply only to Participants who retire under this Plan and said Related Plan after the effective date of the adopted resolution which recognizes that Related Plan.

Section 2.08 - Recognized Unrelated Credited Service.

The Board may by resolution apply the rules set forth in Section 2.07 to Participants who performed work of the type covered by collective bargaining agreements that require contributions to this Plan and who were covered by a collective bargaining agreement that required contributions to a labor-management jointly negotiated pension plan other than this Plan and provided further that such

Participant's Recognized Unrelated Credited Service was performed in the following geographical areas: Eleven Western States.

Section 2.09 - Alumni Participation Rules.

An Alumni's Hours of Service will be treated as Hours of Covered Service for all purposes of the Plan in accordance with the following rules:

(a) An Alumni who performs service for one or more Individual Employers, or for the Union, both as a Collectively Bargained Employee and as a noncollectively bargained employee during a Plan Year will be treated as a Collectively Bargained Employee for the entire Plan Year if at least half of the Alumni's Hours of Service during the Plan Year were performed as a Collectively Bargained Employee if the Contribution Agreement covering him so provides.

(b) An Alumni who was a Collectively Bargained Employee during a Plan Year (or treated as such under other provisions of this Section 2.09 with respect to all of his Hours of Service during a Plan Year) will be treated as a Collectively Bargained Employee with respect to all his Hours of Service for the duration of the collective bargaining agreement in effect during that Plan Year, or if later, until the end of the following Plan Year, if the Contribution Agreement covering him so provides.

(c) An Alumni who was treated as a Collectively Bargained Employee under subparagraph (b) above, will be treated as a Collectively Bargained Employee thereafter, providing the Alumni is performing services for the Union or an Individual Employer and the Contribution Agreement covering him so provides. This subparagraph (c) will not apply if more than 5 percent of the employees covered by the Plan are noncollectively bargained employees determined without application of this subparagraph (c). Employees treated as Collectively Bargained Employees under subparagraphs (a) and (b) will be deemed to not be noncollectively bargained employees for purposes of this subparagraph (c).

ARTICLE III

Individual Accounts

Section 3.01 - Establishment of Accounts.

As of each Valuation Date following the adoption of this Plan, an Individual Account shall be established for each Participant unless an Individual Account has already been so established.

Section 3.02 - Individual Account Expense Charge.

The Individual Account Expense Charge shall be determined as follows:

(a) Determine the total of all operating expenses (net of forfeitures and liquidated damages) incurred by the Plan during the current valuation period. It excludes all investment related expenses.

(b) For the first Valuation Date after the inception of the Plan, determine the number of Individual Accounts for which Contributions were received during the valuation period.

(c) For the second and subsequent Valuation Dates, determine the number of Individual Accounts that are in existence on the current Valuation Date.

(d) For the first Valuation Date, divide (a) by (b). For the second and subsequent Valuation Dates, divide (a) by (c). The result is the Individual Account Expense Charge for the valuation period.

(e) Beginning with the December 31, 2015 Valuation Date, Individual Accounts shall not be assessed a separate Individual Expense Charge.

Section 3.03 - Investment Income Factor and Account Expense Factor.

The Investment Income Factor shall be determined as follows:

(a) Determine the total net investment income, including gains and losses, for the valuation period, including all realized and unrealized capital gains or losses, net of any investment related expenses. (Should the forfeitures and liquidated damages for a year exceed the Plan's operating expenses for that year, the excess shall be included in total investment income.)

(b) For the first Valuation Date after the inception of the Plan, determine the total Contributions made to Individual Accounts for the current valuation period.

(c) For the second and subsequent Valuation Dates, determine the sum of the Individual Account balances on the preceding Valuation Date, add total Contributions to Individual Accounts for the current valuation period, and subtract total Plan payments made since the last Valuation Date.

(d) For the first Valuation Date, divide (a) by (b). For the second and subsequent Valuation Dates, divide (a) by (c). Beginning with the December 31, 2015 Valuation Date, divide (e) by (c). The result is the Investment Income and Account Expense Factor.

(e) Beginning with the December 31, 2015 Valuation Date, the net investment income shall include gains and losses, for the valuation period, including all realized and unrealized capital gains or losses, net of any investment related expenses, and net of total of all operating expenses (net of forfeitures and liquidated damages) incurred by the Plan during the current valuation period. (Should the forfeitures and liquidated damages for a year exceed the Plan's operating expenses for that year, the excess shall be included in total investment income.)

Section 3.04 - Allocation of Investment Income and Account Expense to Individual Accounts.

The net investment income and account expense, including gains and losses, to be allocated to the Participant's Individual Account for the valuation period is obtained by multiplying the Investment Income Factor by (a) or (b) below.

(a) For the first Valuation Date after an Employee becomes a Participant, the Contributions credited to the Participant's Individual Account during the valuation period.

(b) For the second and subsequent Valuation Dates, determine the Individual Account balance on the preceding Valuation Date, add total Contributions made to the Participant's Individual Account since the last Valuation Date, and subtract both (i) payments made from the Participant's Individual Account since the last Valuation Date, and (ii) amounts forfeited from the Participant's Individual Account due to a Five Year Break in Service.

Section 3.05 - Amount of Individual Account.

The amount in an Individual Account as of a Valuation Date is determined as follows:

(a) Take the Individual Account amount on the preceding Valuation Date less any amount forfeited due to having a Five Year Break in Service;

(b) Add the Contributions received by the Participant's Individual Account for the valuation period;

(c) Add the Investment Income and Account Expense allocated to the Participant's Individual Account for the valuation period (as determined under Section 3.04);

(d) Add the Investment Income and Account Expense allocated to the Participant's Individual Account for the valuation period (as determined under Section 3.04); and

(e) Subtract payments made during the valuation period in accordance with Article V.

Section 3.06 - Termination of Account.

An Individual Account shall be considered terminated in the month in which full payment of the Accumulated Share is made.

Section 3.07 - Interim Valuation.

The fact that Individual Accounts are established and valued as of each Valuation Date shall not give any Employee or others any right, title or interest in the Trust or its assets, or in the Individual Account, except at the time or times and upon the terms and conditions herein provided.

Section 3.08 - Annual Statements.

After the close of each Plan Year, each Participant who has an Individual Account shall receive a statement reflecting the balance of his Individual Account as of the most recent Valuation Date.

ARTICLE IV

Eligibility for Retirement Benefits

Section 4.01 - Normal Retirement Eligibility Date.

The Normal Retirement Eligibility Date for a Participant shall be the first day of the calendar month following his or her Normal Retirement Age.

Section 4.02 - Early Retirement Eligibility Date.

The Early Retirement Eligibility Date shall be the earlier of the Early Retirement Eligibility Date or the Unreduced Retirement Eligibility Date which would apply to the Participant based upon the terms of the Automotive Industries Pension Plan which are applicable to Participants who are not subject to the benefits adjustments under any Rehabilitation Plan of that Pension Plan.

Section 4.03 - Disability Retirement Eligibility Date.

The Disability Eligibility Retirement Date shall be the first day of the calendar month (prior to the first day of the calendar month in which the Participant attains the age of fifty-five (55) years) following the month that a Participant first had a Total Disability, as determined by the Social Security Administration for purposes of award of Title II disability benefits. Provided, further, that (a) the Disability Retirement Date shall not be any date prior to the date the Participant has a total of at least five (5) years of Credited Past Service and Credited Future Service and (b) such disability shall have occurred or originated while the Participant was employed by an Employer and prior to the termination of Employer Contributions on his account or, alternatively, that such disability shall have occurred or originated within twelve (12) months of the termination of the Employer Contributions on his account. Eligibility for a Disability Retirement Benefit shall cease on the last day of the month in which the Participant ceased to have a Total Disability.

Section 4.04 - Vesting

Upon application to the Board, Participants shall receive such retirement benefits as they may be entitled to under this Plan based on (1) their vested status and (2) their Accumulated Share.

Related Non-Covered Service shall be considered Covered Service for purposes of vesting. No payments of any kind other than those provided for by this Plan shall be made to any Former Employee.

A Participant's vested status will be determined under the following rules:

- (a) A Participant upon attaining his Normal Retirement Age shall be fully vested.
- (b) Any Participant who has at least five (5) Years of Credited Service shall be fully vested if either of the following conditions is met:
 - (i) He earned more than one Hour of Service on or after January 1, 1997; or
 - (ii) His accrual of benefits under the Plan was not a result of work under a collective bargaining agreement.

(c) Any Participant who has at least (3) Years of Service shall be fully vested provided that the Participant has one or more Hours of Service on or after January 1, 2009.

(d) Any Participant who does not meet the requirements of either (a) or (b) above will become fully vested when he has a total of at least ten (10) Years of Credited Service as follows:

<u>Credited Service</u>	<u>Vested Percentage</u>
5 years	50%
6 years	60%
7 years	70%
8 years	80%
9 years	90%
10 years or more	100%

Section 4.05 - Required Distribution

Distribution of an Individual Account will be made as provided below in order to comply with Internal Revenue Code Section 401(a)(9):

(a) Non-5-Percent Owners. For any Participant who is not a 5-Percent Owner, as defined in subparagraph (b), below, distribution of an Individual Account will in any event begin no later than April 1 of the calendar year following the later of (i) the calendar year in which the Participant attains age 70½, or (ii) the calendar year in which the Participant ceases to be employed in Covered Service.

(b) 5-Percent Owners. If the Participant is a 5-Percent Owner, as defined in this subparagraph, with respect to the Plan Year in which the Participant attains age 70½, then distribution of the Individual Account will in any event begin no later than April 1st following the calendar year in which the Participant becomes age 70½. A 5-Percent Owner is a person who owns (or is considered owning within the meaning of Internal Revenue Code Section 318) more than 5 percent of the outstanding stock of the Employer of stock possessing more than 5 percent of the total combined voting power of all stock of the Employer (sole proprietors and partners in unincorporated entities are not permitted to participate in the Plan).

(c) If distribution is required under this Section, distribution will be made in accordance with the provisions of Articles VI and VII, below, and shall be in compliance with Internal Revenue Code Section 401(a)(9) as set forth in subsection (d) of this Section.

(d) In order to comply with Code Section 401(a)(9):

(1) Effective Date. The provisions of this paragraph will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

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

(3) Requirements Of Treasury Regulations Incorporated. All distributions required under this paragraph will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code.

(4) Required Beginning Date. 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 as defined in Section 1.03 (hh).

(5) 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:

(i) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary (paragraph (5)(v)), then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

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

(iii) 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.

(iv) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, then this paragraph (5), other than subparagraph (i), will apply as if the surviving spouse were the Participant.

(v) For purposes of the Plan's minimum distribution requirement, only an individual may qualify as a "Designated Beneficiary." The Participant's estate cannot qualify as a Designated Beneficiary for minimum distribution purposes even though it can qualify as a Beneficiary for receipt of Plan benefits. If a trust is named as a Beneficiary of a Participant, the beneficiaries of the trust and not the trust itself will be treated as Designated Beneficiaries if all of the following requirements are met:

(A) The trust is a valid trust under state law.

(B) The trust is irrevocable upon the death of the Participant.

(C) The beneficiaries of the trust which is a Beneficiary of the Plan are identifiable from the trust document. Members of a class that is capable of expansion or contraction will be treated as being identifiable if it is possible, as of the date the Designated Beneficiary is determined, to identify the class member with the shortest life expectancy.

(D) The necessary trust documentation is provided to the Plan manager.

(E) Any other requirements of Code Section 401(a)(9) and the Treasury regulations thereunder are met.

(F) For purposes of this paragraph and paragraph (8), unless subparagraph (5)(iv) applies, distributions are considered to begin on the Participant's Required

Beginning Date. If subparagraph (5)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under subparagraph (5)(i). 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 subparagraph (5)(i)), the date distributions are considered to begin is the date distributions actually commence.

(6) **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 paragraphs (7) and (8). 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 section 401(a)(9) of the Code and the Treasury regulations.

(7) **Required Minimum Distributions During Participant's Lifetime.**

(i) 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 section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or

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

(ii) A Participant's "Account Balance" will be the value of the account 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 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.

(iii) Required minimum distributions will be determined under this paragraph beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

(8) **Required Minimum Distributions After Participant's Death.**

(i) **Death On or After Date Distributions Begin.**

(A) 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 calendar 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 calendar year.

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

(ii) Death Before Date Distributions Begin.

(A) 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 subparagraph (8)(i).

(B) 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) 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 subparagraph (5)(i), then this subparagraph (8)(ii) will apply as if the surviving spouse were the Participant.

(iii) Life expectancies under this paragraph (8) will be computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

(9) Election of 5-Year Or Life Expectancy Rule. Participants or Beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in paragraph (5) and (8)(ii) 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 distribution would be required to begin under paragraph (5), 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 section, distributions will be made in accordance with paragraphs (5) and (8).

(10) Distribution Year. A Participant's "Distribution Calendar Year" is 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. 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.

(e) The Board of Trustees has elected to not allow participants or beneficiaries to suspend the required minimum distributions required paragraph 4.05(a) et seq. of the Plan as allowed under the Internal Revenue Code section 401(a)(9)(H), which was amended by the Worker, Retiree, and Employer Recovery Act of 2008.

Section 4.06 - Spousal Consent

(a) Before any benefits are payable under this Plan to a married participant, the Participant and the Participant's spouse must consent in writing to their commencement not more than 180 days before the first payment. Such consent must be witnessed by a Plan representative or a notary public. Failure by the Participant (or spouse in the event of death) to consent to an immediate distribution of any part of accrued benefits is an election to defer commencement of payment of any benefits.

(b) Notwithstanding the foregoing, no consent is required if it is established to the satisfaction of the Board or its agent that the spouse's consent cannot be obtained because either (i) there is no spouse, or (ii) the spouse cannot be located, or (iii) such other circumstances as the Secretary of the Treasury may by regulations prescribe from time to time.

ARTICLE V

Payment of Retirement Benefits

Section 5.01 - General Payment Provision for Accumulated Share.

(a) Every Participant with a Vested Percentage retiring at or after the applicable Retirement Eligibility Date of Article IV, shall receive a retirement benefit from the Plan. No such retirement benefits shall be paid, however, unless the Participant has made written application to the Plan. For retirement effective dates before a Participant reaches age fifty-nine and one-half (59½), no retirement benefits shall be paid unless the Participant also has retired, that is, has not engaged in any work for which Individual Employer Contributions are required on his account since his Retirement Eligibility Date, the Participant has so certified and the Board has approved such certification. In the case of retirement for Total and Permanent Disability, no such retirement benefits shall be paid unless the Board makes the determination provided for by Section 4.03 of Article IV.

The effective date of retirement of a Participant shall be deemed to be the first day of the calendar month following the calendar month in which the Board approves such; or in the case of retirement for Total and Permanent Disability, the calendar month in which the Board makes the determination required by Section 4.03 of Article IV.

(b) A Participant with a Vested Percentage who is at least age fifty-nine and one-half (59½) shall be entitled to withdraw all or any portion of his Accumulated Share whether or not he has retired. A Participant who has received a withdrawal and who performs work for which Individual Employer Contributions are made on his behalf to the Plan shall be granted additional retirement benefits on the basis of those Individual Employer Contributions. Retirement benefits may be withdrawn no more than one time per calendar year, upon written application to the Plan. Such additional retirement benefits shall be determined under the provisions of Article VI applicable at the time and made payable in a form provided in Section 7.02.

ARTICLE VI

Amount of Retirement Benefits

Section 6.01 - Amount to be Paid.

(a) Upon the happening of an event calling for the payment of any benefit from this Plan, the amount to be paid, subject to the specific provisions of the following Sections, shall be the Participant's "Accumulated Share" as follows:

(1) Determine the Participant's Individual Account balance as of the last preceding Valuation Date.

(2) Add all Contributions received with respect to the work of the Participant since the last preceding Valuation Date, plus interest for the period from the last preceding Valuation Date to the date of payment at a declared rate approved by the Board.

(3) Subtract any distributions from the Individual Account since the last preceding Valuation Day.

(4) Multiply the resultant total of (1) through (3) by the Vested Percentage (Section 4.04) of the Participant.

(5) The resultant total of (1) through (4) shall be the Participant's "Accumulated Share."

(b) For the purpose of determining the Accumulated Share pursuant to Subsection (a) the happening of the event calling for a payment shall be deemed to be the month in which the application for which payment is finally made is received by the Board or the effective date of retirement, whichever last occurs.

Section 6.02 - Payment of Accumulated Share.

(a) In the event that a Participant becomes entitled to receive a pension from the Automotive Industries Pension Trust Fund, upon application to this Plan the amount in his Individual Account, if any, shall be paid to the Participant in accordance with Section 6.03.

The Board may require such documentary proof or other evidence as it deems necessary or desirable to implement this Section.

(b) In the event that a Participant dies before he receives payment of his Accumulated Share, benefits shall be paid to his Beneficiary in accordance with the terms set forth in Section 6.03. In the event a Participant dies before the Valuation Date that first establishes his Individual Account, his Accumulated Share shall be equal to the total Contributions received on his behalf.

Section 6.03 - Payment Options.

(a) A Participant may, at least 30 days prior to the time when a distribution shall be made, elect to receive his Accumulated Share in a form provided for in Section 7.02.

(b) In the event that a distribution shall be made as a result of the Participant's death prior to his retirement, the forms of distribution set forth above shall be available to his Beneficiary. The Beneficiary may direct commencement of payments within a reasonable time following the Participant's death.

Section 6.04 - Lump Sum Payment.

Subject to the transfer provisions of Section 11.02, if an Accumulated Share is payable which amounts to less than \$5,000 then such Accumulated Share shall be paid only on the lump-sum basis.

The Board may decide, after attempting to contact a Participant or beneficiary at his or her last known address, to make distribution of such accounts of \$1,000 or more directly to an automatic rollover IRA established for this purpose.

ARTICLE VII

Benefit Payment Provisions - Before and After Retirement

Section 7.01 - Death Benefits Before Retirement.

(a) If a Participant with any Vested Percentage, married or unmarried, dies before becoming eligible for any of the benefits described in Article IV, payments shall be made in an amount equal to the Vested Percentage of the Participant's Individual Account, in the following order:

- (1) to the surviving spouse of the Participant;
- (2) if no surviving spouse, to the surviving children in equal shares;
- (3) if no surviving spouse or children, to his surviving natural parents in equal shares;
- (4) if no surviving spouse, children or natural parents, to the surviving brothers and sisters, in equal shares;
- (5) if no surviving spouse, children, natural parents, brothers or sisters, to the estate of the Participant, if any.

(b) If the person entitled to payment under paragraph (a) above is not the surviving Spouse, the payment of benefits under the Plan that became payable on account of the Participant's death shall begin no later than one year from the date of such death. If the person entitled to payment is the Participant's surviving Spouse, payment of any Plan benefits will commence not later than the date of the Participant's Required Beginning Date as defined in Section 4.05.

Section 7.02 - Form of Benefit at Retirement Eligibility Date.

A Participant with any Vested Percentage is entitled to receive payment of the benefits described in Article IV at his or her Retirement Eligibility Date only in the form of a lump sum payment, subject to the transfer provisions of Section 11.02.

Section 7.03 - Proof to be Furnished; Penalties for Fraud.

(a) Every Participant or Beneficiary shall furnish, at the request of the Board, any information or proof reasonably required for the administration of the Plan or for the determination of any matter that the Board may legitimately have before it. Failure to furnish such information or proof promptly and in good faith shall be sufficient reason for the denial of benefits to such Participant or Beneficiary, or the suspension or discontinuance of benefits. The falsity of any statement material to an application or the furnishing of fraudulent information or proof shall be sufficient reason for the denial, suspension or discontinuance of benefits under this Plan except to the extent that the benefits are nonforfeitable and, in any such case, the Board shall have the right to recover any benefit payments made reliant on such false statements or fraudulent information or proof.

(b) Any payment made in good faith on the basis of a written statement of a Participant or Beneficiary shall discharge all obligations of the Trust to the extent of such payment, and shall entitle the Board to exercise all rights or recoupment or other remedies, including the right to adjust the

dollar amount of payments made to a surviving Spouse or other Beneficiary in order to recoup any excess benefits which may have been erroneously paid.

(c) The rights of a former spouse or other alternate payee to any share of a Participant's benefits, as set forth in a Qualified Domestic Relations Order, take precedence over any claims of the Participant's Spouse at the time of retirement or death, to the extent provided by such Order or by any federal law or regulation.

Section 7.04 - Powers of the Board.

The Board shall be the sole judges of the standard of proof required in any case. In the application and interpretation of any of the provisions of this Plan, the decisions of the Board with respect to either facts or Plan interpretation shall be final and binding on all parties or persons affected thereby including Participants, Individual Employers, the Union, and the Beneficiaries, subject only to such judicial review as may be in harmony with federal labor policy.

Section 7.05 - Designation of Beneficiary.

(a) A Participant may designate a Beneficiary in a form and manner required by the Board and such designation may be changed from time to time in the same manner insofar as permitted under the Plan.

(b) Payment of any benefit due as the result of the death of the Participant shall be made to his Beneficiary. If no Beneficiary has been designated, payment shall be made to the person designated as Beneficiary of the Participant's interest in the Automotive Industries Pension Trust Fund. If no Beneficiary has been designated with respect to either plan or none has survived the Participant, payment shall be made to the deceased Participant's surviving Spouse, or if none, to his surviving children in equal shares, or if none, to his surviving parent or parents, in equal shares, or if none, to his executor or administrator.

A married Participant who designates anyone other than his Spouse as Beneficiary shall be required to obtain his Spouse's consent to such designation or any change in such designation, in a form or manner prescribed by the Board. If no such consent is on file with the Plan, the Spouse shall be entitled to the entire Accumulated Share.

Section 7.06 - Incompetence or Incapacity of a Participant or Beneficiary.

In the event it is determined to the satisfaction of the Board that a Participant or Beneficiary is unable to care for his affairs because of mental or physical incapacity, any payment due may be applied in the discretion of the Board, to the maintenance and support of such Participant or Beneficiary unless, prior to such payment, claim shall have been made for such payment by a legally-appointed guardian, committee, or other legal representative to receive such payments on behalf of the Participant or Beneficiary. Any such payment shall completely discharge the Board's liability with respect to such payment.

Section 7.07 - Maximum Annual Additions

1. General Rule

Notwithstanding any other provision of this Plan, a Participant's maximum annual addition under this Plan shall be the lesser of \$40,000 per year (as adjusted pursuant to Code Section

415(d)) or 100% of the Participant's annual compensation. The adjustments under Code Section 415(d) will be automatically incorporated into these provisions as of the effective date of the Internal Revenue Service determination without need for specific amendment. The requirements of Section 415 also are hereby incorporated by reference except as otherwise specified herein.

2. Limitation Year

The limitation year for Section 415 purposes shall be the calendar year.

3. Compensation

(a) For purposes of compliance with Section 415, a Participant's compensation for a limitation year means remuneration received from the Employer for a limitation year for covered service, as defined in Code Section 415 and IRS Reg. Section 1.415(c)-2.

(1) 415 Compensation must be paid within the limitation year, and paid or treated as paid before Severance from Employment in accordance with the general timing rule of § 1.415(c)-2(e)(1).

(2) 415 Compensation includes amounts paid by the later of 2 ½ months after Severance from Employment or the end of the Limitation Year that includes the Severance from Employment date in accordance with § 1.415(c)-2(e)(3)(i). Such post-severance compensation includes regular pay as defined in § 1.415(c)-2(e)(3)(ii), leave cashouts and deferred compensation as defined in § 1.415(c)-2(e)(3)(iii), and salary continuation payments for military service and disabled participants in accordance with § 1.415(c)-2(e)(4).

(b) The annual compensation of each Participant taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2001 shall not exceed \$200,000. For this purpose, annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is determined under the Plan (the "determination period").

(c) The \$200,000 limit on annual compensation above shall be adjusted for cost-of-living increases in accordance with IRC § 401(a)(17)(B). 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.

(d) In determining benefit accruals in Plan Years beginning after December 31, 2001, the annual compensation limit in subsection (a) above, for determination periods beginning before January 1, 2002, shall be \$200,000.

(e) For a Participant who is permanently and totally disabled, if the conditions set forth in § 415(c)-2(g)(4) are satisfied, the Plan will recognize deemed disability compensation, as defined in § 1.415(c)-2(g)(4), as Compensation for the limitation year.

4. Dollar Limitation

To the extent permitted by law, in applying the dollar limitation specified in Section 415(b)(1)(A), the Plan will make the following adjustments:

(a) The dollar amount will be automatically adjusted each January 1 following the Participant's Severance from Employment or the Participant's Annuity Starting Date, if earlier, to reflect increases in the cost of living as specified under rules issued by the Internal Revenue Service. Provided, however, that in no event shall any increase under the sub-paragraph cause the amount of a Participant's accrued, distributed or otherwise payment benefit to exceed the amount of the Participant benefit payable in the absence of Code Section 415. For the purpose of this Appendix A, Severance of Employment occurs when a Participant is no longer an employee of any Employer of the Plan.

5. Minimum Benefits

The Plan may pay benefits within the minimum benefit provision of Section 415 even if they would exceed the otherwise applicable limitations, and in the case of a Participant who was a Participant in the Plan on or before December 31, 1982, the maximum monthly benefit shall not be less than the Participant's accrued benefit as of December 31, 1982.

6. Plan Disqualification

If under Section 415 and Internal Revenue Service rules thereunder, this Plan must be combined or aggregated with any other plan or plans, and if that aggregation results in the limitations of Section 415 being exceeded, then to the extent permitted by law the other plan or plans will be disqualified before this Plan.

ARTICLE VIII

Amendment and Termination

Section 8.01 - Amendment.

The Board may amend or modify this Plan at any time or from time to time in accordance with the Trust Agreement.

Section 8.02 - Limitations on Amendments.

(a) No amendment or modification of the Plan may decrease a Participant's accrued benefit or eliminate an optional form of distribution with respect to benefits attributable to service before the amendment contrary to the provisions of ERISA Section 204(g) or any other provisions of ERISA or the Code restricting amendments affecting accrued benefits.

(b) No amendment or modification may cause or result in any portion of the Plan to revert to or be recovered by, any Individual Employer, the Union, or cause or result in the diversion of any portion of the Trust to any purpose other than the exclusive benefit of Participants and Beneficiaries and the payment of the administrative expenses of the Trust and the Plan.

(c) If the Plan's vesting schedule is amended, any Participant who could be adversely affected by the amendment and who has at least three Years of Credited Service may elect to have his or her nonforfeitable percentage computed under the Plan without regard to such amendment. Such election must be made during the period beginning with the date the amendment is adopted and ending sixty (60) days after the latest of the date (1) the amendment is adopted, or (2) the amendment becomes effective, or (3) the Participant is given written notice of the amendment.

Section 8.03 - Termination or Partial Termination

The Trustees shall have the right to discontinue or terminate this Plan in whole or in part. In the event of a termination or partial termination of this Plan, the rights of all affected Participants to benefits then accrued, to the extent then funded, shall thereupon become 100% vested and nonforfeitable in accordance with the requirements Internal Revenue Code Section 411(d)(3) and Regs. Section 1.411(d)-2.

Section 8.04 - Merger or Consolidation.

No merger or consolidation with, or transfer of assets and liabilities to, any other qualified plan shall occur unless each Participant in the successor plan shall, if such successor plan is immediately terminated, receive a benefit at least equal to the benefit he would have received under this plan if it had been terminated immediately prior to the merger, consolidation or transfer.

ARTICLE IX

Claims And Appeals Procedures

Section 9.01 - General Rules

(a) Claims. All claims for benefits under the Automotive Industries Pension Plan and the Automotive Industries Individual Account Retirement Plan (hereinafter collective "Plan") after the effective date will be decided in accordance with these claims procedures.

(b) Definitions.

(i) **Claimant:** A participant or beneficiary under the Plan with a claim for benefits.

(ii) **Joint Board:** Joint Board means the Joint Board of Trustees of this multiemployer plan which meets at least quarterly. Its address is:

Automotive Industries Pension Plan
Automotive Industries Individual Account Retirement Plan
c/o Associated Third Party Administrators
1640 South Loop Road
Alameda, CA 94502
Phone: 510-337-3050
Fax: 510-337-3060

(iii) **Plan Manager:** The Plan Manager of this Plan is:

Associated Third Party Administrators
1640 South Loop Road
Alameda, CA 94502
Phone: 510-337-3050
Fax: 510-337-3060

Section 9.02 - Filing Initial Claim Forms

(a) Initial Claims. All initial claims must be filed with the Plan Manager in written form or electronically using such forms or standards as the Joint Board may specify from time to time. If a claim does not contain all the necessary information, including information required from the Social Security Administration, the Plan Manager shall notify Claimant or the Claimant's authorized representative in written or electronic form as soon as possible.

(b) Determinations. The Plan Manager shall determine initial claims within the time periods specified in Article III.

(c) Calculating Time Periods. The time period from which a benefit determination is to be made begins at the time a claim is filed without regard to whether all the information necessary to make a benefit determination accompanies the filing. If the period of time is extended as hereafter provided, the period for making the benefit determination shall be tolled from the date on which the notification of extension is sent to Claimant until the date on which the Claimant or other entity

supplying the information (such as the Social Security Administration) responds to the request for additional information.

Section 9.03 - Time of Initial Claims Determinations

(a) Determination Period

(i) The Plan Manager shall notify a Claimant of any adverse benefit determination within a reasonable period of time, but not later than 90 days after receipt of the claim.

(ii) If the Plan Manager determines that there is not sufficient information to determine the claim within the time limit in paragraph (i) and notifies the Claimant prior to the expiration of that time limit of the circumstances requiring the extension and the date by which a decision is expected to be rendered, then the time period for a decision can be extended for up to 90 days.

(iii) Notification of initial claim determinations shall contain the information listed in Article IV.

(b) Expiration of Time Periods. If a claim is not acted upon within the time periods prescribed by this Article III, the Claimant may proceed to the appeal procedure as if the claim were denied.

Section 9.04 - Notification of Initial Claims Denials

(a) Contents of Notification. The Plan's notification of an adverse benefit determination on an initial claim shall set forth, in a manner calculated to be understood by the Claimant, the following matters:

(i) The specific reason or reasons for the decision.

(ii) Reference to the specific Plan provision on which the decision is based.

(iii) A description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary.

(iv) A description of the Plan's review procedure and the time limits applicable to such procedures.

(v) A statement of the Claimant's right to bring a court action under ERISA §502(a) following an adverse decision on review.

(b) Manner of Notification. The notification shall be in written or electronic form.

Section 9.05 - Appeals of Adverse Initial Claims Determinations

(a) General Rules. All adverse decisions of initial claims may be appealed by Claimants to the Joint Board or an authorized subcommittee thereof (hereinafter collectively referred to as "Joint Board") pursuant to the following rules:

(i) Claimants must file with the Joint Board an appeal in writing within 60 days following receipt of the Plan notification of an adverse initial determination. There is no specific form for this purpose. Late applications may be considered by the Joint Board in its sole discretion if it finds that the delay in filing was reasonable under the circumstances. Failure to file an appeal within the designated period will constitute a waiver of the Claimant's right to review the denial of his claim whether or not the Plan is prejudiced by the failure.

(ii) Claimants may submit written comments, documents, records or other information relating to the claim.

(iii) Upon written request, Claimant will be provided, free of charge, reasonable access to and copies of any documents, records and other information if they (A) were relied upon in making the initial determination, (B) were submitted, considered or generated in the course of making the benefit determination even if not relied upon, (C) demonstrate that the Plan provisions have been followed and applied consistently with respect to similarly situated individuals, or (D) constitute a statement of policy or guidance with respect to the Plan concerning the denied benefit whether or not relied upon.

(iv) The appeal will take into account all comments, documents, records, and other information submitted by Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial determination.

(v) The Claimant shall have no right to personally appear before the Joint Board unless the Joint Board in its sole discretion concludes that such an appearance would be of value in enabling it to review the adverse initial determination.

(b) Determinations. Claims appeals will be determined within the time periods specified in Article VI.

(c) Calculating Time Periods. The time period from which an appeal is to be made begins at the time the appeal is filed without regard to whether all the information necessary to make a benefit determination accompanies the filing. If the period of time is extended as hereafter provided, the period for deciding the appeal shall be tolled from the date on which the notification of extension is sent to Claimant until the date on which the Claimant responds to the request for additional information.

Section 9.06 - Time of Claims Appeal Determinations

(a) General Rule. In general, the Joint Board shall decide appeals at the next regularly scheduled board meeting. However, if the appeal is received within 30 days preceding the date of such meeting, the appeal may be decided by no later than the date of the second meeting following receipt of the appeal.

(b) Extensions. If special circumstances require a further extension, the appeal will be decided not later than the third meeting following receipt of the appeal. The Plan Manager shall notify the Claimant in writing of the extension describing the special circumstances and the date as of which to benefit determination will be made before the start of the extension.

(c) Notice. The Plan Manager shall notify the Claimant of the Joint Board's decision as soon as possible, but not later than 5 days after the appeal is decided.

(d) Contents of Notification. Adverse decisions on appeal shall be made in accordance with and contain the information listed in Section 9.07.

Section 9.07 - Notification of Appeals Decisions

(a) Manner of Notification. Decisions on appeals will be communicated to Claimants by written or electronic notification.

(b) Contents of Notification. Adverse appeals decisions shall set forth, in a manner calculated to be understood by the Claimant, the following information:

(i) The specific reason or reasons for the decision.

(ii) Reference to the specific Plan provisions on which the appeal is based.

(iii) 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 as described in Section 9.05 (a)(iii).

(iv) A statement of the Claimant's right to bring a court action under ERISA §502(a).

(c) No Further Appeals. Following issuance of the decision on appeal, there is no further right under these procedures to appeal or arbitrate the decision.

Section 9.08 - Legal Proceedings

(a) Legal Actions. Claimants may pursue their claims for benefits in court under ERISA §502(a) but only after they exhaust their administrative remedies as provided in these claims procedures. Failure of a Claimant to exhaust his or her administrative remedies will preclude further judicial review.

(b) Legal Standards

(i) The Joint Board is given full discretionary authority (A) to finally determine all facts relevant to any claim, (B) to finally construe the terms of the Plan and all other documents relevant to the Plan, and (C) to finally determine what benefits are payable from the Plan.

(ii) Any decision made by any Joint Board shall be binding on all persons affected to the fullest extent permitted by law.

(iii) No decision of the Joint Board shall be revised, changed or modified by any arbitrator or court unless the party seeking such action is able to show by clear and convincing evidence that the Joint Board's decision was an abuse of discretion in light of the information actually available to it at the time of its decision.

Section 9.09 - Miscellaneous Provisions

(a) Authorized Representatives. A Claimant may appoint in writing an authorized representative to act on his behalf in pursuing a claim or appeal under these claim procedures. There is no required form for this purpose.

(b) Plan Records. The Plan Manager shall maintain records designed to ensure and verify that determinations are made in accordance with Plan documents and that where appropriate, the Plan provisions have been applied consistently with respect to similarly situated Claimants. Plan participants' privacy will be protected at all times.

(c) Appeal of Adverse Determinations. Any decisions affecting a Claimant's benefits under the Plan may be appealed under these claims procedures, including:

(i) A denial, reduction or termination of any Plan benefit.

(ii) A failure to provide or make payment in whole or in part for any Plan benefit.

(iii) A refusal to provide a Plan benefit based on a determination that the Claimant is not eligible under the terms of the Plan.

(d) Rights of Joint Board. The Joint Board retains the right to interpret and amend these Claims Procedures. Furthermore, if these procedures are ambiguous or do not provide an explicit procedure for a specific circumstance, the Joint Board is authorized to adopt such rules as it in its discretion deems necessary and appropriate to provide Claimants with appropriate initial determinations and an opportunity for a full and fair review of any adverse benefit determination.

ARTICLE X

Miscellaneous

Section 10.01 - Proof Required of Participants.

A Participant shall prove his age and the number of Years of his Credited Service to the satisfaction of the Board; and the Board may in its discretion grant any Participant a hearing and the opportunity to present evidence in this connection. The Board may in its unlimited discretion accept or reject any evidence presented by the Participant, whether at a hearing or otherwise; and the determination by the Board of a Participant's age and of his Years of Credited Service shall be conclusive upon all parties.

Section 10.02 - Assignment and Alienation of Benefits.

All of the benefits provided under this Plan are non-assignable and not subject to alienation, and all benefits under this Plan will be exempt from the claims of creditors to the maximum extent permitted by law. The only exceptions are (a) assignments to make payments required to maintain eligibility under the Automotive Industries Welfare Fund Retiree Plan, and (b) those required under applicable law (including Internal Revenue Code Section 414(p) relating to Qualified Domestic Relations Orders).

Section 10.03 - Top-Heavy Rules.

Notwithstanding any other provision of this Plan, the special rules set forth in Appendix A with respect to top-heavy plans are required by federal law.

Section 10.04 - Diversification of Investments

Notwithstanding any other provision of this Plan, a participant may direct the plan to divest any investment in the participant's employer's publicly traded securities and reinvest an equivalent amount in other investment options in accordance with the requirements Internal Revenue Code Section 401(a)(35).

ARTICLE XI

Eligible Rollover Distributions

Section 11.01 - Transfers to the Plan.

This Plan does not accept eligible rollover distributions.

Section 11.02 - Transfers from the Plan.

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

Section 11.03 - Definitions.

The following definitions shall apply to this Article XI:

(a) Eligible Rollover Distribution. Eligible Rollover Distribution means any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include:

(i) Any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's Designated Beneficiary, or for a specified period of ten years or more;

(ii) Any distribution to the extent that distribution is required under Section 401(a)(9) of the Internal Revenue Code;

(iii) A loan offset amount which occurs when, under circumstances set forth any hardship distribution as referred in Section 401(k)(2)(B)(i)(IV) of the Internal Revenue Code or under circumstances set forth in Section 3.02.a. of the Plan calling for a distribution of an Individual Account, the Individual Account is reduced in order to repay the loan; and

(iv) The portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities)."

"(b) Eligible Retirement Plan. Eligible Retirement Plan means an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code or a qualified trust described in Section 401(a) of the Code, and (effective for distributions made after December 31, 2001) an annuity contract described in Section 403(b) of the Code that accepts the Distributee's eligible rollover distribution. Effective for distributions made after December 31, 2001 an eligible retirement plan shall also include an eligible plan under Section 457(b) of the Code, which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. Effective for distributions made after December 31, 2007, an eligible

retirement plan shall also include a Roth individual retirement account or Roth individual retirement annuity described in Section 408A of the Code.

Effective for distributions made after December 31, 2001, the above definition of eligible retirement plan shall also apply in the case of a distribution to a Surviving Spouse, or to a spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Code.

(c) Distributee. Distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Internal Revenue Code, are Distributees with regard to the interest of the Spouse or former Spouse. A Distributee also includes, for distributions after December 31, 2006, a non-spouse beneficiary. In the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Code Sections 408(a) or 408(b) ("IRA") or a Roth individual retirement account or annuity described in Code Section 408A, provided that such IRA or Roth IRA is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11). Also, in this case, the determination of any required minimum distribution under Code Section 401(a)(9) that is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

(d) Direct Rollover. Direct Rollover is a payment by the Plan directly to the eligible retirement plan specified by the Distributee.

ARTICLE XII

Reemployment Under The Uniformed Services Employment And Reemployment Rights Act

Section 12.01 - General Rule.

It is the intent of this Plan to comply with the reemployment rights of members of the Uniformed Services as specified in 38 United States Code Chapter 43 ("USERRA") and Internal Revenue Code section 414(u). Therefore, notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to Qualified Military Service will be provided in accordance with Section 414(u) of the Internal Revenue Code.

Section 12.02 – Definitions

(a) Qualified Military Service means any service in the Uniformed Services of the United States by any individual if such individual is entitled to reemployment rights with respect to such service under USERRA.

(b) Uniformed Services means:

(1) the Armed Forces;

(2) the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty for training, or full-time National Guard duty;

(3) the commissioned corps of the Public Health Service; and

(4) any other category of persons designated by the President of the United States in time of war or emergency.

Section 12.03 - Benefit Accruals.

Each period of Qualified Military Service served by an individual, is upon reemployment by an employer under USERRA, deemed to constitute service with that Employer for purposes of determining the accrual of benefits under the Plan as follows:

(a) only periods during which the Employer was a party to a collective bargaining agreement pursuant to which the Plan was maintained will be counted;

(b) the returning employee will be considered to have been in the same category of employment during Qualified Military Service as the category in which he was employed immediately before such Service;

(c) the amount of benefit accrued shall be computed,

(1) at the rate the employee would have received but for the period of Qualified Military Service, or

(2) if the determination of such rate is not reasonably certain, on the basis of the employee's average pay rate, hours, or compensation during the 12-month period immediately preceding such Service (or, if shorter, the period of employment immediately preceding such Service); and

(3) in the same manner and to the same extent that benefits were accrued for other employees during the period of Qualified Military Service.

Section 12.04 - Notice

Any Employer who reemploys a person under USERRA shall, within 30 days after the date of such reemployment, provide information, in writing, of such reemployment to the Plan.

Section 12.05 - Cost

The cost of any additional benefits earned by a person during Qualified Military Service shall be paid for as provided in the reemploying Employer's collective bargaining agreement, provided that if the Employer is required to pay the cost, that payment must be completed within one year of reemployment. In the absence of any specific provision in such agreement, the cost shall be borne by the Plan.

Section 12.06 - HEART ACT

If a Participant dies while performing Qualified Military Service, the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) provided under the Plan had the Participant resumed and then immediately terminated employment on account of death.

APPENDIX A

Top-Heavy Rules

1. General Rule.

If the Plan is determined to be Top-Heavy (as defined in paragraph 2) for any Plan Year, then for that year and all subsequent years until specifically amended to the contrary, the special vesting and minimum benefit limitations of paragraph 3 shall apply to any employee not included in a unit of employees covered by a collective bargaining agreement between employee representatives and one or more employers.

2. Determination of Top-Heavy Status.

(a) Determination Date. The determination date for any Plan Year is the last day of the preceding Plan Year.

(b) Top-Heavy Status. The Plan is Top-Heavy for any Plan Year if as of the determination date the present value of the individual accounts under the Plan for Key Employees exceeds 60 percent of the present value of the individual accounts under the Plan for all employees.

(c) Key Employees. Whether or not a Participant is a Key Employee depends on his or her status with the contributing employer that employs the Participant. For any Plan Year, a Contributing Employer's Key Employees are those who, at any time during the Plan Year in which the determination date for such Plan Year, is or was:

(1) an officer of the employer having an annual compensation greater than \$130,000 (as adjusted under IRC Section 416(i)(1) for plan years beginning after December 31, 2002);

(2) a 5-percent owner of the employer; or

(3) a 1-percent owner of the employer having an annual compensation from the employer of more than \$150,000.

For purposes of determining 5-percent and 5-percent owners the rules of subsection (b), (c), and (m) of IRC Section 414 do not apply. Beneficiaries of an employer acquire the character of the employees who performed service for the employer. In addition, inherited benefits retain the character of the benefits of the employee who performed service for the employer.

(d) Special Rules.

(1) The \$45,000 limitation in paragraph (c)(i) above shall be automatically adjusted each year to be equal to 150 percent of the maximum dollar limitation (as opposed to the percentage limitation) of the annual addition to a defined contribution plan as allowed under the Internal Revenue Code.

(2) The present value of the cumulative accrued benefit for any employee shall be increased by the aggregate distributions made with respect to such employee under the Plan during the 5-year period ending on the determination date except for distributions made for on account of severance from employment, death or disability, in which case the present value of the cumulative

accrued benefit for any employee shall be increased by the aggregate distributions made with respect to such employee under the Plan during the 1-year period ending on the determination date.

(3) If an individual is not a Key Employee for any Plan Year but was a Key Employee for any prior Plan Year, any accrued benefit for such employee shall not be taken into account for purposes of determining if the Plan is Top-Heavy.

(4) The Board is authorized to adopt any other rules or regulations necessary to insure that the Plan complies in all respects with the top-heavy rules of the Internal Revenue Code.

(e) Aggregation Rules. In determining if the Plan is Top-Heavy, the Plan shall be aggregated with each other Plan in the required aggregation group as defined in Section 416(g)(2)(A)(i) of the Internal Revenue Code and may be aggregated with any other plans in the permissive aggregation group as defined in Section 416(g)(2)(A)(ii) of the Internal Revenue Code.

3. Special Vesting and Minimum Benefit Rules. The following rules will apply only to employees not included in a unit of employees covered by a collective bargaining agreement requiring contribution to this Plan and only if the Plan as a whole becomes Top-Heavy. Such employees are referred to herein as Top-Heavy Employees.

(a) Vesting.

(1) Applicability. If the Plan becomes Top-Heavy, the vesting schedule set forth in paragraph (2) below shall apply to the accrued benefit of every Top-Heavy Employee who has at least one Hour of Service after the date the Plan becomes Top-Heavy. Participants who do not have any Hours of Service after that date will have their vesting determined under the regular vesting schedule.

(2) Special Vesting Schedule. If the Plan becomes Top-Heavy, the following vesting schedule shall apply instead of the Plan's regular vesting schedule for all Plan Years beginning after the first determination date as of which the Plan is determined to be Top-Heavy:

<u>Credited Service</u>	<u>Vested Percentage</u>
2 years	20
3 years	40
4 years	60
5 years, or more	100

(b) Special Minimum Benefit Rules.

(1) Applicability. If the Plan becomes Top-Heavy, then for the first year that the Plan is Top-Heavy, and for all subsequent years, the minimum benefit set forth in paragraph (2) below shall apply to all Top-Heavy Employees who have not separated from service at the end of any such Plan Year or have a year of Credited Service during any such Plan Year.

(2) Special Minimum Benefit. If the Plan becomes Top-Heavy, the minimum annual addition for Top-Heavy Employees (other than Key Employees) shall be 3 percent of Compensation.

