

**D.M.H. ELECTRIC
EMPLOYEE STOCK OWNERSHIP PLAN
SUMMARY PLAN DESCRIPTION**

October 2018

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Article 1

INTRODUCTION TO YOUR PLAN

D.M.H. Electric, Inc. wishes to recognize the efforts its employees have made to its success and to reward them by adopting an Employee Stock Ownership Plan. This Plan will be for the exclusive benefit of eligible employees and their beneficiaries.

The purpose of this Plan is to reward eligible employees for long and loyal service by providing them with retirement benefits.

Between now and your retirement, D.M.H. Electric, Inc. ("the Employer" or "your Employer") intends to contribute to the Plan for you and other eligible employees. Contributions to the Plan will be invested primarily in Company Stock. Your efforts, added to the efforts of all other employees, contribute to the profitability and growth of the Employer and thereby increase the value of Company Stock and your benefits in the Plan. When you retire, you will be entitled to receive the value of the amounts that have accumulated in your account.

Your Employer has the right to submit this Plan to the Internal Revenue Service for approval. The Internal Revenue Service will issue a "determination letter" to your Employer approving this Plan as a "qualified" retirement plan, if this Plan meets specific legal requirements.

This Summary Plan Description is a brief description of your Plan and your rights, obligations, and benefits under that Plan. Some of the statements made in this Summary Plan Description are dependent upon this Plan being "qualified" under the provisions of the Internal Revenue Code. This Summary Plan Description does not interpret, extend, or change the provisions of your Plan in any way. The provisions of your Plan may only be determined accurately by reading the actual Plan document.

A copy of your Plan is on file at your Employer's office where you, your beneficiaries, or your legal representatives may read it at any reasonable time. If you have any questions regarding either your Plan or this Summary Plan Description, you should ask your Plan's Administrator. In the event of any discrepancy between this Summary Plan Description and the actual provisions of the Plan, the Plan will govern.

Article 2

GENERAL INFORMATION ABOUT YOUR PLAN

There is certain general information that you may need to know about your Plan. This section summarizes that information.

2.1 General Plan Information

D.M.H. Electric Employee Stock Ownership Plan is the name of your Plan.

Your Employer has assigned Plan Number **003** to your Plan.

The provisions of your Plan become effective on November 1, 2017, the “Effective Date” of the Plan.

The Plan maintains records on a twelve-month period known as the Plan Year. The Plan Year begins on November 1st and ends on October 31st.

Certain valuations and distributions are made on the Anniversary Date of your Plan. This date is October 31st.

The Trustees of your Plan hold and invest contributions made to the Plan.

The laws of the Commonwealth of Massachusetts govern your Plan.

2.2 Employer Information

Your Employer's name, address and identification number is:

D.M.H. Electric, Inc., Inc.
29 Legate Hill Road
Sterling, MA 01564
04-3448069

2.3 Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator is:

D.M.H. Electric, Inc., Inc.
29 Legate Hill Road
Sterling, MA 01564
(978) 422-0400

Your Plan's Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator has discretionary authority to construe the terms of the Plan and make determinations on questions that may affect your eligibility for benefits. Your Plan's Administrator will also answer any questions you may have about your Plan.

2.4 Plan Trustee Information

The name of your Plan's Trustees are David M. Hinckley and Timothy J. O’Toole.

The address at which you can contact the Plan's Trustees is:

D.M.H. Electric, Inc.
29 Legate Hill Road
Sterling, MA 01564

The Plan Trustees hold and invest Plan assets for the benefit of you and other Plan participants. The Plan's Trustees will distribute benefits from the trust fund they establish in which Plan assets will accumulate.

2.5 Service of Legal Process

The name and address of your Plan's agent for service of legal process are:

D.M.H. Electric, Inc.
29 Legate Hill Road
Sterling, MA 01564

The Trustees or Administrator may also accept legal service.

Article 3 PARTICIPATION IN YOUR PLAN

Before you become a member or a "participant" in the Plan, there are certain eligibility and participation rules that you must meet. This section explains these rules.

3.1 Eligibility Requirements

You will be eligible to participate in the Plan if you have completed one (1) Year of Service with D.M.H. Electric, Inc.

You should review the Article in this Summary entitled "SERVICE RULES" for a further explanation of these eligibility requirements.

3.2 Participation Requirements

Once you have satisfied your Plan's eligibility requirements, your next step will be to become a member or a "participant" in the Plan. You will become a participant on a specified day of the Plan Year known as the Entry Date.

You will become a participant on the earlier of the first day of the Plan Year (November 1) or the first day of the seventh month of the Plan Year (May 1) on or after you satisfy the eligibility requirements. If you satisfy the eligibility requirements on November 1, you will become a Participant on that date. If you have satisfied the eligibility requirements, terminate employment with the company, and are rehired, you will become a participant once you complete one (1) Year of Service after your reemployment.

3.3 Annual Statements

Each participant will receive an annual statement showing his or her account balance.

Article 4 CONTRIBUTIONS TO YOUR PLAN

4.1 Employer Contributions to the Plan

As a participant, you may be eligible to share in and benefit from the contributions made by your Employer. Each year, your Employer places its Plan contribution, if any, in the trust fund for the benefit of Plan participants. The Administrator of your Plan will establish and maintain a separate account for you and all other participants, into which it will allocate the contributions.

Each year, your Employer will determine the amount to contribute to your Plan. This contribution is discretionary.

You must have completed at least 1,000 Hours of Service and be actively employed on the last day of the Plan Year to share in this contribution. If your employment ends during the Plan Year due to retirement, disability, or death, you will share in the contribution for that Plan Year if you completed 1,000 Hours of Service during the Plan Year even if you are not working for D.M.H. Electric on the last day of the Plan Year.

4.2 Your Share of Employer Contributions

Your Employer's contribution will be "allocated" or divided among participants eligible to share in the contribution for the Plan Year. Your share of the contribution will depend upon how much compensation you received during the year and the compensation received by other eligible participants.

Your share of the Employer's discretionary contribution equals the following fraction of the total contribution:

$$\text{Employer's Discretionary Contribution} \quad X \quad \frac{\text{Your Compensation}}{\text{Total Compensation of All Participants Eligible to Share}}$$

For example:

Suppose the Employer's contribution for the Plan Year is \$20,000. Employee A's compensation for the Plan Year is \$25,000. The total compensation of all participants eligible to share in the contribution, including Employee A, is \$250,000.

Employee A's share of the contribution will be:

$$\$20,000 \times \frac{\$ 25,000}{\$ 250,000} \text{ or } \$2,000$$

If, however, your Plan has a loan outstanding, the proceeds of which paid for the acquisition of Company Stock, instead of allocating your Employer's contributions directly to your account as provided above, the Trustees may use the contribution to repay the current installment due on the loan.

All Company Stock acquired by the Plan with the proceeds of a loan are maintained in a suspense account and are withdrawn and allocated to participants' accounts as the loan is paid.

Company Stock withdrawn from the suspense account is allocated among participants eligible to share in the Employer contribution for the year. Your share of the Company Stock withdrawn from the suspense account due to Employer contributions is determined in the same manner as the above description of allocation of Employer discretionary contributions.

In addition, the Plan may use cash dividends on Company Stock in your account to repay a loan to the Plan. If this happens, the Trustees will allocate to your account Company Stock having a fair market value equal to the amount of cash dividends on stock in your account.

In addition to the Employer's contributions made to your account, your account is credited annually with a share of the investment earnings or losses of the trust fund.

You should also be aware that the law imposes certain limits the amount of money allocated on your behalf to the Plan. These limits are extremely complex. In 2017, the maximum annual allocation (excluding earnings or losses) is the lesser of \$54,000 or 100% of your compensation. The \$54,000 amount is subject to annual adjustment for cost of living increases. The Administrator will inform you if these limits have affected you.

4.3 Compensation

For the purposes of your Plan, compensation has a special meaning. Compensation is your total compensation during a Plan Year for which the Company is required to withhold taxes.

Your compensation will be recognized for benefit purposes for the portion of the Plan Year in which you are a Participant.

The Plan, by law, cannot recognize compensation in excess of \$270,000. This amount is subject to annual adjustment for cost of living increases. For any short Plan Year, the adjusted limit is prorated based upon the number of full months in the short Plan Year.

Compensation will include certain payments made after severance of employment and any amounts that qualify as income because you have constructively received them.

4.4 Forfeitures

Forfeitures occur when participants terminate employment before becoming entitled to their full benefits under the Plan. Your account may grow from the forfeitures of other participants. Forfeitures will be "allocated" or divided among participants eligible to share in the Employer contribution for a Plan Year.

4.5 Diversification

When you are fifty-five (55) years old and you have completed ten (10) Years of Service as a participant, you will have the right to direct the Trustees to distribute the cash value of up to 25 percent of the total number of shares of Company Stock allocated to your account. You may have the cash value of the amount you choose to diversify distributed to you in cash, rolled over into an IRA, or rolled over into the DMH Electrical 401(k) Plan. The Administrator will advise you of any such rights. For six years after you meet these requirements, you may, during the first 90 days of a Plan Year elect to diversify up to 25 percent of the number of shares of Company Stock held in your account, reduced by the number of shares of Company Stock converted to cash and distributed pursuant to a prior election. In the last year this option is available, the 25 percent limit increases to 50 percent. The Administrator will advise you of any such rights.

Article 5 BENEFITS UNDER YOUR PLAN

5.1 Normal Retirement Date

Your Normal Retirement Date is the date on which you reach your Normal Retirement Age.

You will reach your Normal Retirement Age on the date of your 65th birthday.

5.2 Early Retirement Date

The Plan does not provide for Early Retirement.

5.3 Distribution of Benefits Upon Normal Retirement

You will be entitled to 100% of your account balance if you retire on or after your Normal Retirement Date, subject to rules regarding the timing for payment of benefits. You may elect when to begin receiving payment of your benefits. If you retire at any time prior to reaching age 70 ½, payments cannot be deferred past the April 1 following the year in which you attain age 70½. Payment of your benefits will begin as soon as practicable following the date you elect, but not prior to the date on which you retire. However, if you are a 5% owner, payment cannot be deferred past the April 1 following the end of the year in which you attain age 70½, even if you continue to work.

5.4 Distribution of Benefits Upon Late Retirement

You may remain employed past your Normal Retirement Date and retire instead on your Late Retirement Date. Your Late Retirement Date is the date you choose to retire after first having reached your Normal Retirement Date. On your Late Retirement Date, you will be entitled to 100% of your Account. Benefit payments will begin as soon as practicable following your Late Retirement Date based on when you elect to begin receiving payments. However, if your Late Retirement Date occurs before you attain age 70½, you may defer payments in the same manner as if you had retired on your Normal Retirement Date.

5.5 Distribution of Benefits Upon Death

Your beneficiary will be entitled to 100% of your account balance upon your death.

If you are married at the time of your death, your spouse will be the beneficiary of the death benefit, unless you elect otherwise in writing. The Administrator can provide you with a beneficiary designation form. **IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE, AND ACKNOWLEDGE THE SPECIFIC NON-SPOUSE BENEFICIARY.**

If, however,

5.5.1 your spouse has validly waived any right to the death benefit in the manner outlined above,

5.5.2 your spouse cannot be located, or

5.5.3 you are not married at the time of your death,

then your death benefit will be paid to your chosen beneficiary in installments or as a single lump sum, as you or your beneficiary may elect subject to limitations in the Plan regarding

distributions associated with Company stock held on your behalf. The Administrator can provide you with a beneficiary designation form. If you are married and change your designation, your spouse must again consent to the change.

Regardless of the method of distribution selected, your entire death benefit must be paid within certain time limits. The Administrator will provide distribution information to your representative after your death.

Since your spouse has certain rights in the death benefit, you should immediately report any change in your marital status to the Administrator.

5.6 Disability

The Plan does not offer disability benefits. You will be eligible to receive benefit distributions on the second October 31st after the date your employment terminates due to disability.

5.7 Distribution of Benefits Upon Termination of Employment

Your Plan is designed to encourage you to stay with your Employer until retirement. Payment of your account balance under your Plan is available upon your death or retirement.

If your employment terminates for reasons other than those listed above, you will be entitled to receive only your "vested percentage" of your account balance. You will forfeit the remainder of your account. Contributions made by your Employer are subject to forfeiture. (See the Section in this Article entitled "Vesting in Your Plan.")

If you so elect, the Administrator will direct the Trustee to distribute your vested benefit to you before the date it would normally be distributed (upon your death, disability or retirement), but not until on or after the Anniversary Date following completion of five consecutive 1-Year Breaks in Service. If your vested benefit includes Company Stock acquired with the proceeds of a loan not repaid in full, the Plan will not distribute that benefit until full repayment of the loan.

If your vested benefit under the Plan at the time of any prior distribution did not exceed \$1,000 and currently does not exceed \$1,000, the Administrator will direct the Trustee to distribute your vested benefit to you before the date it would normally be distributed (upon your death, disability, retirement or completion of five 1-Year Breaks in Service). This earlier distribution will be made within a reasonable time after you complete a 1-Year Break in Service.

5.8 Vesting in Your Plan

Your "vested percentage" in your account is determined under the following schedule, based on vesting Years of Service. You will always be 100% vested at your Normal

Retirement Age. (See the Section in this Article entitled "Distribution of Benefits Upon Normal Retirement.") You will also be 100% vested if your employment terminates due to death.

<u>Vesting Schedule</u>	
Years of Service	Percentage
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6	100%

You will receive credit for service provided to D.M.H. Electric before it adopted this Plan.

For vesting purposes, the computation periods shall be the Plan Year.

Distribution of your vested benefit to you or your beneficiary normally occurs upon your death or retirement.

5.9 Benefit Payment Options

At the election of the Employer, Company Stock held in your account will be distributed to you in cash in equal annual installments over a period not longer than five years unless you elect a longer period in writing. A special rule may spread the distribution of the cash value of the Company Stock in the account of participants with large account balances over an even longer period.

At your election, the Administrator will distribute to you other assets held in your account in cash in one lump sum or over a period certain in equal annual installments.

If your vested account balance ever exceeded \$5,000, you must give written consent before the Administrator can make a distribution.

In addition to the benefit payment mentioned above, there are rules that require certain minimum distributions be made from the Plan. If you are a 5% owner, distributions are required to begin no later than the April 1st following the end of the year in which you reach age 70 1/2. If you are not a 5% owner, distributions are required to begin no later than the later of the April 1 following the end of the year in which you reach age 70 1/2 or retire. You should see the Administrator if you feel these rules might affect you.

5.10 Treatment of Distributions From Your Plan

Distributions from your Plan will normally be subject to income taxes. You may, however, reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

5.10.1 The rollover of all or a portion of the distribution to an Individual Retirement Account (IRA) or another qualified employer plan results in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time limits, normally, within 60 days after you receive your distribution. Under certain circumstances all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to rollover all or a portion of your distribution amount, the direct transfer option described in paragraph 5.10.2 below would be the better choice.

5.10.2 For most distributions, you may request that a direct transfer of all or a portion of your distribution amount to either an Individual Retirement Account (IRA) or another qualified employer plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other qualified employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. For example, a distribution of less than \$200 will not be eligible for a direct transfer. If you elect to personally receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

5.10.3 If you qualify, you may elect to apply the "capital gains" method of taxation.

WHENEVER YOU RECEIVE A DISTRIBUTION, THE ADMINISTRATOR WILL PROVIDE YOU WITH A MORE DETAILED EXPLANATION OF YOUR OPTIONS. HOWEVER, THE RULES THAT DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

5.11 Domestic Relations Order

Generally, your interest in your account, including your "vested interest" may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away, or otherwise transferred. In addition, your creditors may not attach, garnish or otherwise interfere with your account.

There is an exception to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is a decree or order

issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If the Administrator receives a qualified domestic relations order, all or a portion of your benefits may be used to satisfy the obligation. The Administrator will determine the validity of any domestic relations order received.

5.12 Pension Benefit Guaranty Corporation

The Pension Benefit Guaranty Corporation does NOT insure benefits provided by your Plan under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to your Plan.

Article 6 INFORMATION REGARDING COMPANY STOCK

6.1 Voting of Company Stock

You or your beneficiary will be entitled to direct the Trustee as to the manner in which voting rights on shares of Company Stock which are allocated to your account are to be exercised (i) with respect to any corporate matter involving the approval or disapproval of any corporate merger or consolidation, recapitalization, reclassification, liquidation, dissolution, sale of substantially all assets of a trade or business, or such similar transaction, and (ii) with respect to all corporate matters if, at the time of the vote thereon, the Company Stock is a "registration-type" class of securities. If you do not timely exercise your right to vote Company Stock, the Trustee will vote such Company Stock. For all other matters, the Administrator will direct the Trustee of the Plan how to vote all Company Stock held by it as a part of the Plan assets.

6.2 Right of First Refusal

If at the time you are eligible to receive a distribution, ownership of Company Stock is not restricted such that only employees and the Plan can own Company Stock, any Company Stock distributed by the Plan to you or your beneficiary may be subject to a right of first refusal in favor of the Employer or the Plan. In other words, if you or your beneficiary reach an agreement to sell some of your shares to a third party, the Employer and the Plan must be given an opportunity to purchase at the same price and same terms as those agreed to by the third party.

6.3 Put Option

If the Company Stock distributed to you or your beneficiary cannot be readily sold, then you or your beneficiary will have two put options to the Employer. In other words you may require the Employer to purchase the stock at a price equal to its value, and to pay you for the stock in cash or in installments over a period of time (not in excess of five (5) years and in certain cases not in excess of ten (10) years). The first 60 day put option period will begin on the

day following the date your Company Stock is distributed, and if not exercised, the second 60-day option period will begin as of the first day of the fifth month of the Plan Year next following the date your Company Stock was distributed.

Article 7 SERVICE RULES

7.1 Year of Service

The Plan and this Summary Plan Description use the term "Year of Service." You receive a Year of Service for vesting purposes if you are credited with 1000 Hours of Service during a twelve-month Plan Year, even if you were not employed on the first or last day of the Plan Year. You will receive a Year of vesting credit each year you meet the service requirements regardless of whether the Employer contributes to the Plan.

For vesting purposes, the computation periods shall be the Plan Year.

For purposes of determining whether you have completed a Year of Service where the computation period is based upon a short Plan Year, your Administrator will notify you of the number of the Hours of Service that are required and the method of calculating a Year of Service.

7.2 Hour of Service

You will be credited with an Hour of Service for:

7.2.1 each hour for which you are directly or indirectly compensated by your Employer for the performance of duties during the Plan Year;

7.2.2 each hour for which you are directly or indirectly compensated by your Employer for reasons other than performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and

7.2.3 each hour of back pay awarded or agreed to by your Employer.

You will not be credited for the same Hours of Service both under (7.2.1) or (7.2.2), as the case may be, and under (7.2.3).

7.3 1-Year Break in Service

A 1-Year Break in Service is a computation period during which you have not completed more than 500 Hours of Service with your Employer.

A 1-Year Break in Service does NOT occur, however, in the computation period in which you enter or leave the Plan for reasons of:

7.3.1 an authorized leave of absence;

7.3.2 certain maternity or paternity absences.

The Administrator will be required to credit you with Hours of Service for a maternity or paternity absence. These are absences taken because of pregnancy, birth, or adoption of your child. No more than 501 Hours of Service shall be credited for this purpose and these Hours of Service shall be credited solely to avoid your incurring a 1 -Year Break in Service. The Administrator may require you to furnish proof that your absence qualifies as a maternity or paternity absence.

7.4 Effect of Military Service

If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. Additionally, if you are called to active duty while an Employee, you may be entitled to special treatment during your period of active duty and if you die while on active duty. If these provisions may affect you, ask your Administrator for further details.

Article 8 YOUR PLAN'S "TOP HEAVY RULES"

8.1 Explanation of "Top Heavy Rules"

A Plan that primarily benefits "key employees" is called a "top heavy plan." Key employees are certain owners or officers of your Employer. A Plan is a "top heavy plan" when more than 60% of the contributions or benefits have been allocated to key employees.

Each year, the Administrator is responsible for determining whether your Plan is a "top heavy plan."

If your Plan becomes top heavy in any Plan Year, then all Participants who are not key employees will be entitled to certain "top heavy minimum benefits," and other special rules will apply. Among these top heavy rules are the following:

8.1.1 Your Employer may be required to contribute to your account in order to provide you with at least "top heavy minimum benefits."

8.1.2 If you are a participant in more than one Plan, you may not be entitled to "top heavy minimum benefits" under both Plans.

Article 9
CLAIMS BY PARTICIPANTS AND BENEFICIARIES

9.1 Claims

Participants and their beneficiary will receive benefits without the necessity of formal claims. You or your beneficiaries, however, may make a request for any Plan benefits to which you may be entitled. You must make any such request in writing, sent to the Administrator. (See the Article in this Summary entitled "GENERAL INFORMATION ABOUT YOUR PLAN.")

Your request for Plan benefits shall be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is denied completely or in part, the Administrator will furnish you with a written notice of this denial. The Administrator must provide this written notice to you within a reasonable period of time (generally 90 days) after the receipt of your claim. The written notice must contain the following information:

9.1.1 the specific reason or reasons for the denial;

9.1.2 specific reference to those Plan provisions on which the denial is based;

9.1.3 a description of any additional information or material necessary to correct your claim and an explanation of why such material or information is necessary; and

9.1.4 appropriate information as to the steps to be taken if you or your beneficiary wishes to submit the denial of your claim for review.

If your claim has been denied, and you wish to submit your claim for review, you must follow the Claims Review Procedure.

9.2 The Claims Review Procedure

9.2.1 Upon the denial of your claim for benefits, you may file a claim for review, in writing, with the Administrator.

9.2.2 YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS, OR IF NO WRITTEN DENIAL OF YOUR CLAIM WAS PROVIDED, NO LATER THAN 60 DAYS AFTER THE DEEMED DENIAL OF YOUR CLAIM.

9.2.3 You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Administrator.

9.2.4 Your claim for review must be given a full and fair review. If the Administrator denies your claim, it must provide you with written notice of this denial within 60 days after receipt of your written claim for review. There may be times when the Administrator may extend this 60-day period. This extension may only be made, however, where there are special circumstances that are communicated to you in writing within the 60-day period. If there is an extension, a decision shall be made as soon as possible, but not later than 120 days after receipt by the Administrator of your claim for review.

9.2.5 The Administrator's decision on your claim for review will be communicated to you in writing and will include specific references to the pertinent Plan provisions on which the decision was based.

9.2.6 If benefits are provided or administered by an insurance company, insurance service, or other similar organization that is subject to regulation under the insurance laws, the claims procedure relating to these benefits may provide for review. If so, that company, service, or organization will be the entity to which claims are addressed. If you have any questions regarding the proper person or entity to address claims, you should ask the Administrator.

Article 10 STATEMENT OF ERISA RIGHTS

10.1 Explanation of Your ERISA Rights

As a participant in this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, also called ERISA. ERISA provides that all Plan participants are entitled to:

10.1.1 examine, without charge, all Plan documents, including:

10.1.1.1 insurance contracts;

10.1.1.2 collective bargaining agreements; and

10.1.1.3 copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

This examination may take place at the Administrator's office and at other specified employment locations of the Employer. (See the Article in this Summary entitled "GENERAL INFORMATION ABOUT YOUR PLAN");

10.1.2 obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies;

10.1.3 receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each participant with a copy of this summary annual report;

10.1.4 obtain a statement telling you whether you have a right to receive a retirement benefit at Normal Retirement Age and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a retirement benefit, the statement will tell you how many years you have to work to get a right to a retirement benefit. THIS STATEMENT MUST BE REQUESTED IN WRITING AND IS NOT REQUIRED TO BE GIVEN MORE THAN ONCE A YEAR. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a retirement benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Administrator review and reconsider your claim. (See the Article in this Summary entitled "CLAMS BY PARTICIPANTS AND BENEFICIARIES.")

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court.

If the Plan's fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

If you have any questions about this statement, or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Article 11
AMENDMENT AND TERMINATION OF YOUR PLAN

11.1 Amendment

Your Employer has the right to amend your Plan at any time. In no event, however, will any amendment:

11.1.1 authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries; or

11.1.2 cause any reduction in the amount credited to your account.

11.1.3 if it is one of a series of amendments adopted within a three-year period that, together, reduce or eliminate any amount credited to your account.

11.2 Termination

Your Employer has the right to terminate the Plan at any time. Upon termination, all amounts credited to your accounts will become 100% vested.