

Rimrock Corporation
Rimrock Group Retirement Plan

SUMMARY PLAN DESCRIPTION

January 1, 2011

This booklet is not the Plan document, but is only a Summary Plan Description of its principal provisions and not every limitation or detail of the Plan is included. Every attempt has been made to provide concise and accurate information. However, if there is a discrepancy between this booklet and the official Plan document, the Plan document shall control.

Summary Plan Description

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**Rimrock Group Retirement Plan
SUMMARY PLAN DESCRIPTION**

I INTRODUCTION

Your Employer has established a retirement plan to help supplement your retirement income. Under the program, your Employer makes contributions to a Trust Fund, which will pay you a benefit at retirement. If you terminate employment before reaching retirement, you may be entitled to receive a benefit if you have completed enough Years of Service. Details about how the Plan works are contained in this summary. While the summary describes the principal provisions of the Plan, it does not include every limitation or detail. If there is a discrepancy between this booklet and the official Plan document, the Plan document shall govern. You may obtain a copy of the Plan document from the Plan Administrator. The Plan Administrator may charge a reasonable fee for providing you with the copy.

II GENERAL PLAN INFORMATION

A. Agent For Service Of Legal Process.

If legal action is taken against the Plan, all legal documents should be given to the following:

Name of individual(s) or position at the Employer:
Cheryl A. Brown

Address:
4600 Innovation Drive
Ft. Collins CO 80525-3437

Service of legal process also may be made upon either a Plan Trustee or the Plan Administrator.

B. Effective Date.

This is an amended or restated Plan. The original Effective Date of the Plan was October 1, 1974. The Effective Date of the amendment or restatement of the Plan is January 1, 2011.

C. Employer.

Name: Rimrock Corporation
Address: 1700 Jetway Boulevard
Columbus, OH 43219
Telephone: 614-471-5926
Tax ID Number: 31-4421890

D. Three-Digit Plan Number.

001

E. Plan Administrator.

The Employer is the Plan Administrator.

F. Plan Year.

The Plan Year is the consecutive twelve-month period beginning on January 1 and ending on December 31.

- G. Trustee(s).**
Name and Address:
Cheryl A. Brown
Douglas P. Rhoda
4600 Innovation Drive Ft. Collins, CO 80525-3437
970-225-7649
- H. Type of Administration.**
Plan assets are held in a Trust Fund.
- I. Type Of Plan.**
Defined Benefit (Pension) Plan.

III DEFINITIONS

- A. Accrued Benefit.**
The amount of your Basic Normal Retirement Benefit you have currently accumulated based on your Years of Credited Service.
- B. Actuarial Equivalence.**
In order to calculate the present lump-sum value of your Accrued Benefit, your Employer uses certain interest (accumulation of earnings on money) and mortality (estimations of how long you will live) assumptions. The Internal Revenue Service governs what assumptions may be used.
- C. Average Annual Compensation.**
This is the average of your highest 5 consecutive Years of Service. This period will not include the period in which you terminate employment. This is the Compensation that is used for calculating your Basic Normal Retirement Benefit under Section V.
- D. Basic Normal Retirement Benefit.**
This is the benefit calculated under the formula in Section V. You will be entitled to your full Basic Normal Retirement Benefit provided you remain employed to your Normal Retirement Age.
- E. Break-In-Service.**
A Plan Year during which you are not credited with or are not paid for more than 500 hours. If you go into the military service of the United States ["qualified military service" as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) as amended], you will not have a Break-in-Service as long as you return to work within the time required by law. If you separate from employment and incur a Break-in-Service, all benefit accruals are suspended. (See special rules relating to maternity and paternity leave below.) If a Break-in-Service occurs and you return to full time employment with the Employer, your rights are explained in the Section entitled "Vesting".
- F. Compensation.**
Your total salary, pay, or earned income from the Employer (including compensation for services on the basis of profits). Compensation will also exclude certain amounts realized from the exercise of a nonqualified stock option or the disposition of stock under a qualified stock option, and other amounts that receive special tax benefits or contributions made by the Employer under a 403(b) Plan.
- Compensation, as defined above, will include amounts received by you during the calendar year.

Compensation includes Employee contributions made under a Salary Savings Agreement.

G. Disability and Disability Retirement.

A potentially permanent illness or injury, as certified to by a physician who is approved by the Employer, which prevents you from engaging in work for which you are qualified for a period of at least 12 months.

If you qualify for disability as defined above, you will be entitled to disability retirement benefits if you had completed at least 2 Years of Service and attained age 21 at the time of the disability.

If you retire on account of Disability, your disability retirement benefit will be your Accrued Benefit as of your Disability Retirement Date.

H. Early Retirement.

You may retire early upon your attainment of age 55 and completion of 10 Years of Service.

If you terminate employment after completing the required number of Years of Service, but before attaining the required age, you may elect Early Retirement after attaining the required age. If you qualify for Early Retirement as defined above, you will be entitled to early retirement benefits.

If you elect Early Retirement, your early retirement benefit will be your Basic Normal Retirement Benefit calculated as your Early Retirement Age reduced by 0.005 for each of the first 120 months by which your Early Retirement Age precedes your Normal Retirement Age.

I. Effective Date.

The date on which the Plan was first created or an amendment to the Plan is effective.

J. Entry Date.

You will begin participation in the Plan on the Entry Date. The Entry Date for this Plan is the first day of the month coinciding with or following the date you satisfy the eligibility requirements.

K. Family Member.

A Family Member is the Spouse or lineal ascendant or descendant (for example, a parent, child, or grandchild) of a more than 5% owner of the Employer.

L. Hour Of Service.

You will receive credit for each hour you are (1) paid for being on your job, (2) paid even if you are not at work (vacation, sickness, leave of absence, or Disability), or (3) paid for back pay if hours were not already counted. A maximum of 501 hours will be credited in any year for periods during which you are not at work but are paid. Hours of Service will be calculated based on actual hours

M. Maternity/Paternity Leave.

You may be eligible to be credited with additional Hours of Service if you leave employment, even if temporarily, due to childbirth or adoption. If this is the case, you will be credited with enough Hours (up to 501) of Service to prevent a Break-in-Service, either in the Plan Year in which you begin a leave of maternity/paternity leave of absence or the following Plan Year while you are on that leave of absence. For example, if you have 750 Hours of Service in the year that your child is born, you would not get any more hours credited for that Plan Year since you do not have a Break-in-Service. Therefore, if

you do not return to employment the following year, you will get 501 Hours of Service so you will not have a Break-in-Service in that year. Alternatively, if you do return the following year, but work only 300 hours, you will receive an additional 201 hours to prevent a Break-in-Service in that year. These additional Hours of Service for maternity or paternity leave must all be used in one Plan Year. They are used only to prevent a Break-in-Service and not for calculating your Years of Service for eligibility, vesting or benefit accruals.

N. Normal Retirement Age.

The attainment of age 65.

O. Normal Retirement Date.

The date on which your retirement benefits will begin unless an earlier or later payment date is allowed and elected. Your Normal Retirement Date will be the first day of the month coinciding with or next following the date you attain Normal Retirement Age.

P. Predecessor Employer

A business organization that is a predecessor organization of the Employer. Your Years of Service with all predecessor organization(s) of the Employer are included for purposes of eligibility, vesting and allocation accrual in this Plan.

Q. Spouse.

A Spouse is the person to whom you are or were legally married (or your common law Spouse, if common law marriage is recognized by the state in which you live). In order for your Spouse to receive a benefit under this Plan, he or she may not predecease you. A former Spouse may be treated as a "Spouse" under this definition if recognized as such under a Qualified Domestic Relations Order as explained at Section XIII(A) of this Summary Plan Description.

R. Year Of Participation/Service.

Eligibility

For purposes of determining your eligibility to participate in the Plan a Year of Service is a 12-consecutive month period beginning on your date of hire during which you are credited with at least 1,000 Hours of Service. See Section IV for further details.

Benefit Accrual

For purposes of determining the extent to which you are entitled to accrue a benefit, a Year of Service is a 12-consecutive month period, which is the same as the Plan Year, during which you are credited with at least 1,000 Hours of Service. If the requirement is more than 1,000 Hours of Service, then at least a 50% accrual will be made to all Participants completing at least 1,000 Hours of Service. If Years of Participation are used in the calculation of the benefits provided under the Plan, only years in which you are actually participating in the Plan are taken into consideration. See Section V(B) for further details.

Vesting

For purposes of determining the extent to which you are vested in your Accrued Benefit, a Year of Service is a 12-consecutive month period (which is defined at Section VII(A)) during which you are credited with 1000 Hours of Service. See Section VII for further details.

IV ELIGIBILITY REQUIREMENTS AND PARTICIPATION

If you have completed 1 Year(s) of Service and have attained age 21, you are eligible for participation. You are considered to have completed one Year of Service for purposes of eligibility on the anniversary of your first day of employment, provided that you worked at least 1,000 hours (or such lesser number of hours as specified at Section III(R) during that 12-consecutive month period. If one year or less is required, the second and subsequent measuring periods, if applicable, shall be the Plan Year. If more than one year is required the subsequent measuring periods will be based on your employment year and anniversaries thereof.

The Plan will cover Employees covered by a collective bargaining agreement. The Plan will cover Employees who are non-resident aliens who receive no U.S. earned income from the Employer. The Plan will cover Employees who become employees as the result of an asset or merger acquisition during the period beginning on the date of the transaction and ending on the last day of the first Plan Year beginning after the date of the transaction.

The Plan will also exclude the following nondiscriminatory classification of Employees:

Any employee who was not a participant on 7/1/2003

Your participation in the Plan will begin on the Entry Date specified at Section III(J). If you are employed on the Plan's original Effective Date, you do have to satisfy the age requirement specified above and do have to satisfy the Service requirement specified above.

V BENEFIT FORMULAS

A. Formula for Benefit Accruals.

Since you are in a defined benefit pension plan, the Employer will make regular contributions to the Plan so that the Fund will have enough money to pay your benefit at retirement. The Plan's actuary is required by the government regulation to certify the Plan's financial status each year and to determine the amount of contributions necessary for proper funding. Contributions will be made in order to satisfy the following formula or formulas.

Your Basic Normal Retirement Benefit is equal to 1.25% of your Average Annual Compensation for each Plan Year of Service. The maximum number of years which will be taken into account is 25.

In addition, please note the following regarding calculation of your Basic Normal Retirement Benefit. Benefits will not accrue after June 30, 2003.

B. Eligibility For Benefit Accruals.

You will accrue benefits under the formula specified above only for those years in which you complete 1,000 Hours of Service during a Plan Year. If the requirement is more than 1,000 Hours of Service, then at least a 50% accrual will be made to all Participants completing at least 1,000 Hours of Service.

A Participant will be entitled to accrue benefits under the formula specified above with respect to periods of qualified military service.

VI EMPLOYEE CONTRIBUTIONS

Rollover Contributions are not permitted.
Transfer Contributions are not permitted.

No other types of Employee contributions are permitted; however balances of Voluntary or Qualified Voluntary Contributions may exist from previous years. The Employer will set up a

record keeping account in your name to show the value of such contributions. Additionally, the Employer will subtract the value of any withdrawals made to you, any investment losses or depreciation and your share of administrative fees and expenses paid out of the Plan, if applicable.

VII VESTING

The vesting schedule below is the Plan's current vesting schedule. If an additional vesting schedule applies to the Plan for prior Plan Years, it will be described on a schedule that will appear at the end of this SPD.

A. Determining Vested Benefit.

Vesting refers to your earning a nonforfeitable right to the full value of your benefits. Any Employee contribution, Rollover Contribution, or Transfer Contribution, plus or minus any earnings or losses, is always 100% vested and cannot be forfeited for any reason.

Vesting Schedule

<u>Years of Service</u>						
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
0%	0%	20%	40%	60%	80%	100%

You are considered to have completed one Year of Service for purposes of vesting upon the completion of 1,000 Hours (or such lesser number as specified at Section III(Q)) of Service at any time during the Plan Year. Service prior to the Effective Date of the Plan is counted for purposes of vesting. Service prior to age 18 is counted for purposes of vesting.

You will be entitled to receive Service credit for purposes of vesting for periods of qualified military service.

You become fully vested in your Accrued Benefit automatically upon attainment of Normal Retirement Age, Early Retirement Age (if applicable), upon retirement due to Disability or upon termination of the Plan, regardless of the above vesting schedule. If you die, your Accrued Benefit shall continue to be subject to the Plan's vesting schedule.

B. Payment Of Vested Benefit.

If you separate from service before your retirement, death or Disability and do not receive an immediate lump sum distribution of your Vested Accrued Benefit under the provisions of Section IX(G), your Basic Normal Retirement Benefit will become payable commencing at your Normal Retirement Date as provided in Section IX(A).

C. Loss Of Benefits.

The only events which may cause loss of all or a portion of your Accrued Benefit are (1) termination of employment before you are 100% vested according to the vesting provisions described at Section VII(A) and (2) the qualification by the Plan of a Domestic Relations Order, as described in Section XIII(A), that affects your Accrued Benefit under the Plan.

D. Reemployment.

If you terminate Service with the Employer after having satisfied the Plan's eligibility requirements and then are later reemployed, you will become a Participant as of the later of return to employment or your normal Entry Date (see Section III). If you are not a member of an eligible class and later become a member of the eligible class, you shall participate immediately if you have satisfied the minimum age and Service requirements.

Should you become ineligible to share in future benefit accruals because you are no longer a member of an eligible class, you shall participate upon your return to an eligible class. If you are reemployed after incurring five consecutive one-year Breaks in Service, you will forfeit your prior nonvested Accrued Benefit. In either event, your pre-Break Years of Service will count towards vesting in your new Accrued Benefit. All years of prior Service will be counted when calculating your vested percentage in the new Accrued Benefit. The following rules apply in connection with reemployed Participants.

- (1) **Terminated Partially Vested Participants.** If you terminate employment and receive payment of your partially vested interest and are reemployed prior to incurring five consecutive one-year Breaks in Service, you have the right to buy back the nonvested portion of your Accrued Benefit if it was forfeited. If your nonvested benefit was not forfeited it will still be part of your Accrued Benefit and the buy back is not necessary. If a buy back is necessary to regain the forfeiture, you must redeposit the amount paid to you with interest (at a rate determined by the Plan Administrator in accordance with law) within five years of your date of reemployment. If you do not repay the amount you received, the nonvested portion of your Accrued Benefit will be permanently forfeited. Whether you repay or not, your prior Service will count toward vesting Service for future benefit accruals.

For example, assume that you terminate your job with your current Employer. At the time of termination the present value of your total accrued benefit under the Plan is \$5,000. Although this amount had been accrued, assume you were only 40% vested in that amount when you left. You decided to take a distribution of the present value of your Vested Accrued Benefit (40% of \$5,000, or \$2,000) when you quit. Your nonvested benefit (\$3,000) was forfeited. Three years later the same Employer reemployed you. Since you were reemployed within five years, you have the right to repay the \$2,000 distribution (with interest accrued from date of payment to the through date of repayment back to the Plan) within five years of being rehired. If you do so, the nonvested portion of your Accrued Benefit (\$3,000) that was forfeited will be restored to your Accrued Benefit. After restoration, you will be vested in 40% of this Accrued Benefit, but your vested percentage will increase based on your Years of Service after your reemployment. Your prior Service will always count towards vesting of benefit accruals that you receive after reemployment, whether or not you decide to repay and restore your Accrued Benefit.

- (2) **Terminated Nonvested Participants.** If you were not vested in any portion of your Accrued Benefit prior to your separation from Service and are reemployed before incurring five consecutive one-year Breaks in Service, you will be credited for vesting with all pre-break and post-break Service. Your prior unpaid Accrued Benefit will automatically be restored and you will continue to vest in that Accrued Benefit. If you are reemployed after incurring five consecutive one-year Breaks in Service, you will lose your prior Accrued Benefit, but your pre-break Years of Service will count towards vesting, in your new Accrued Benefit.

VIII TOP-HEAVY RULES

A "top-heavy" plan is one in which more than 60% of the benefits are attributable to "key employees", such as owners, officers and stockholders. The Plan Administrator is responsible for determining each year if the Plan is Top-Heavy. If the Plan becomes Top-Heavy, special rules apply to the allocation of the Employer's contribution. These special rules require that all Participants will generally receive a benefit accrual equal to the greater of 2% of Compensation multiplied by certain Years of Service (up to 10 such years) or the benefit accrual provided under Section V. Participants are entitled to receive a minimum benefit accrual provided they

completed at least 1,000 Hours of Service, without regard to whether they are employed on the last day of the Plan Year, in the top-heavy Plan Year. The Employer's minimum benefit accrual can be satisfied by another retirement plan sponsored by the Employer, if so elected by the Employer. A special vesting schedule may apply for the Plan Year in which the Plan becomes Top-Heavy; the Employer will notify you if there is such a change in the above Vesting Schedule.

IX RETIREMENT BENEFITS AND DISTRIBUTIONS

A. Retirement Benefits.

Your Basic Normal Retirement Benefit is payable at your Normal Retirement Date, even if you continue to work. If you are not a more than 5% owner and you continue to work, you may defer payment until the later of April 1 following the year in which you actually retire or reach age 70½. If you are a more than 5% owner who continues to work you must commence receiving the benefit by the April 1 following the year in which you reach age 70½. If you work beyond your Normal Retirement Age, you will continue to fully participate in the Plan.

B. Distributions During Employment.

Retirement benefits are, generally, not payable prior to your separation from Service, except as indicated above.

If applicable, benefits attributable to your Employee contributions under the Plan plus any rollovers are available for withdrawal upon request to the Plan Administrator. Transfer Contributions may be withdrawn only if they originate from plans meeting certain safe harbor provisions. Contact your Plan Administrator for more information.

C. Beneficiary.

Every Participant or former Participant with Plan benefits may designate a person or persons who are to receive benefits under the Plan in the event of his or her death. The designation must be made on a form provided by and returned to the Plan Administrator. You may change your designation at any time. If you are married, your Designated Beneficiary will automatically be your Spouse. If you and your Spouse wish to waive this automatic designation, you must complete a beneficiary designation form. The form must be signed by you and, if applicable, your Spouse in front of a Plan representative or a Notary Public.

D. Death Benefits.

In the event of your death, your vested Accrued Benefit will be paid to your Spouse in the form of a single life annuity, unless you and your Spouse elect another form of payment or alternate beneficiary.

If you die while performing qualified military service, your beneficiary shall be entitled to death benefits that would otherwise have been provided under the Plan as if you had resumed employment in accordance with your reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994, on the day preceding your death and terminated employment on the actual date of your death.

"Qualified Military Service" means any service in the "uniformed services" of the United States, including service in the reserves. The uniformed services include the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health commissioned corps.

E. Form Of Payment.

You have a duty to keep the Plan Administrator and the Employer informed of your current home address so that benefits can be paid to you when they become due. When benefits become due, you or your representative should apply to the Employer requesting

payment of your Accrued Benefit and specifying the manner of payment. If you are married and the present lump sum value of your Accrued Benefit exceeds \$5,000, the normal or automatic form of payment is a Joint and Survivor Annuity with a percentage of your benefit continuing to your Spouse upon your death. If you are not married, the normal form of benefit is a life annuity based on your life. If you do not wish to receive the normal form of payment when your payments are due to start, you may request to receive your benefit in any of the optional forms indicated:

- a life annuity.
- a life annuity with 5 years guaranteed.
- a life annuity with 10 years guaranteed.
- a life annuity with 15 years guaranteed.
- a Joint and 50% Survivor Annuity.
- a Joint and 66-2/3% Survivor Annuity.
- a Joint and 75% Survivor Annuity.
- a Joint and 100% Survivor Annuity.

In some cases election of one of the optional forms of payment will require the written consent of your Spouse. Also, payments may not be made over a period that exceeds the life expectancy of you and your beneficiary. The Plan Administrator will advise you if any special rules apply in connection with the payment of your benefit.

As a means of illustration, below are some examples of your optional forms. The following payments are assumed to be made to a Participant who retired at age 65. His or her Spouse is age 63. These figures represent the monthly benefit purchasable with \$5,000 (lump sum). They are based on a 7% interest rate with UP'84 mortality table. These figures are totally hypothetical and are provided for a means of illustration so you better understand the options available to you. These figures will be changed by such factors as your Accrued Benefits at time of payment, your age as well as the age of your beneficiary, the mortality rates and the interest rates at the time the annuity is calculated. The Plan Administrator can provide you with specific options for your situation.

	<u>Participant's Monthly Benefit</u>	<u>Survivor's Monthly Benefit</u>
Life Annuity	\$47.70	\$ 0
5 Years Certain/Life Annuity	46.43	*
10 Years Certain/Life Annuity	43.46	*
15 Years Certain/Life Annuity	40.00	*
20 Years Certain/Life Annuity	36.12	*
Life-50% Survivor Annuity	42.70	21.35
Life-66-2/3% Survivor Annuity	41.26	27.51
Life-75% Survivor Annuity	40.57	30.43
Life-100% Survivor Annuity	38.65	38.65

*If the Participant dies before the end of the period certain, the survivor will continue to receive the same monthly benefit as the Participant until the end

of the period certain. After the period certain expires, the payment of survivor's benefit will cease.

The above alternate forms of payment may be restricted if the Plan is underfunded (less than eighty percent (80%) funded) at the beginning of the Plan Year. In that case, payments will be limited to a monthly amount not in excess of a monthly amount that would be payable under a single life annuity until the Plan is no longer underfunded. If the total value of your vested benefit is \$5,000 or less, a single sum payment will not be restricted. Additionally, when the underfunding restrictions apply, you may not earn additional retirement benefits in the Plan. However, this underfunding restriction to additional retirement benefits does not apply in the first five (5) Plan Years of the Plan and only applies thereafter if the Plan is not certified by the Plan's actuary to be at least sixty percent (60%) funded.

F. Rollover Of Payment.

If your benefits qualify as eligible rollovers, you have the option of having them paid directly to you when they become due, or having them directly rolled over to another qualified plan, a Code Section 403(b) tax-sheltered annuity arrangement, a Code Section 457 plan sponsored by a governmental entity, or an IRA. If you do not choose to have the benefits (which qualify as eligible rollovers) directly rolled over, the Plan is required to automatically withhold 20% of your payment for tax purposes. If you do choose to have the payment made to you, you still have the option of rolling over the payment yourself to a qualified plan, a 403(b) tax-sheltered annuity arrangement, a 457 plan sponsored by a governmental entity, or an IRA within sixty days (first check with a tax advisor to make sure it is an eligible rollover). However, 20% of your payment will still be withheld. The following example illustrates how this works:

If your Plan allows lump sum distributions and your Vested Accrued Benefit is equal to \$5,000 and you choose to have the payment of your benefits made directly to an IRA or another qualified plan, the entire \$5,000 will be transferred to the trustee of the other plan or the IRA, and you will treat the entire amount as a rollover on your tax return so that you will not pay taxes on the entire amount in the year of distribution. If you choose not to have the benefit transferred directly to an IRA or another retirement plan, 20% or \$1,000 will automatically be withheld from your payment. Thus, you will receive only \$4,000 as a distribution of your benefits. In order to roll the entire amount over into your IRA, you would have to come up with \$1,000 out of your own pocket to make up the difference. If this is done, the \$1,000 that was withheld may be returned when you file your taxes at the end of the year. However, if you are unable to produce the extra cash, the rollover amount will only be \$4,000, and the other \$1,000 that was withheld will be treated as taxable income to you. If you are under age 59½ when you receive your benefit payment, the distributed amount may also be subject to the 10% early distribution penalty.

Employee Voluntary Contributions may be eligible for rollover; however, certain types of benefit payments, if allowed, from this Plan are not eligible for rollover and therefore will also not be subject to the 20% mandatory withholding. They are as follows:

- (1) annuities paid over life,
- (2) installment payments made over a period of at least ten years, and
- (3) minimum required distributions at age 70½.

There are also several operational exceptions and a "de minimis" exception for payments of less than \$200.

G. Cash-out Provisions

If you incur a Severance from Employment and the present value of your Vested Accrued Benefit is \$1,000 or less, the Plan Administrator will make an immediate lump sum distribution. If you incur a Severance from Employment and the present value of your Vested Accrued Benefit is at least \$1,000 but not more than \$5,000, you may elect an immediate lump sum distribution.

H. Time Of Payment.

If you retire, become disabled, or die, appropriate payments will start as soon as administratively feasible following the date on which a distribution is requested by you or is otherwise payable.

If you terminate for a reason *other* than death, Disability, or retirement, payments will start as soon as administratively feasible following the end of the Plan Year in which a distribution is requested by you or is otherwise payable.

I. Joint And Survivor Annuity Rules.

Retirement Benefits

Under these rules, there are two automatic methods of payment for vested Participants depending on your marital status. If you do not choose another form of payment (such as a lump sum or installments, if allowed), the normal form to be paid is a straight life annuity if you are not married at the commencement of your benefit, or a Qualified Joint and Survivor Annuity if you are married. Under a straight life annuity, you will receive equal monthly payments for as long as you live. No further payments will be made after your death. Under a Qualified Joint and Survivor Annuity, you will receive a reduced benefit each month for your lifetime. After you die, 50% of that amount will be paid each month to your Spouse for his or her lifetime. The amount of your monthly benefit is adjusted under a Joint and Survivor Annuity because it is expected that payments will be made over two lifetimes instead of one. You may choose another form of payment by filling out the proper form and returning it to the Plan Administrator. In order to choose another form of payment or a beneficiary other than your Spouse, you must make a proper election with your Spouse's written consent. A Notary Public or Plan representative must witness your Spouse's consent. Written notice of these rules will be provided to you on a timely basis.

Death Benefits

If you die while still employed by the Employer, or die after you retire or terminate employment but before benefit payments start, your surviving Spouse will be entitled to a life annuity based on 100% of the value of your vested Accrued Benefit. These payments will continue for your Spouse's lifetime unless he or she chooses to accelerate such payments. Again, you and your Spouse can waive this coverage by obtaining the proper form from the Plan Administrator and completing it. A Notary Public or Plan representative must witness your Spouse's consent to such waiver. If the only form of death benefit allowed under the Plan is a qualified pre-retirement survivor annuity (QPSA), you will be notified not to waive this option, because all benefits will be waived and no benefits will be payable.

X INVESTMENTS

A. Trust Fund.

The monies contributed to the Plan may be invested in any security or form of property considered prudent for a retirement plan. Such investments include, but are not limited to, common and preferred stocks, exchange traded put and call options, bonds, money market instruments, mutual funds, savings accounts, certificates of deposit, Treasury

bills, or insurance contracts. An institutional Trustee may invest in its own deposits or those of affiliates that bear a reasonable interest rate, or in a group or collective trust maintained by such Trustee.

B. Investment Responsibility.

The Trustee who is identified in Section II of this Summary holds the Plan's assets. The Trustee is responsible for the safekeeping of Plan assets and for the investment management of such assets unless the Employer elects to direct investments or appoints an outside investment manager.

C. Insurance Policies.

Insurance policies are not permitted as an investment of the Plan.

D. Participant Loans.

Participant loans are not permitted under this Plan.

XI ADMINISTRATION

The following parties will administer the Plan:

A. Plan Administrator.

Your Employer has established the Plan and has overall control and authority over administration of the Plan. If designated in Section II, your Employer appointed the individual(s) named to act in the role the Plan Administrator(s). The duties of the Plan Administrator include:

- (1) appointment of professional advisors needed to administer the Plan including, but not limited to, an accountant, attorney, actuary, or administrator;
- (2) instruction to the Trustee(s) and/or Custodian, as applicable with respect to payments from the Plan;
- (3) communication with Employees about participation and benefits under the Plan, including administration of Plan procedures for benefit claims and domestic relations orders;
- (4) preparation and filing of any returns and reports with the Internal Revenue Service, Department of Labor, Pension Benefit Guaranty Corporation or any other governmental agency, as required;
- (5) review and approval of any financial reports, investment reviews, or other reports prepared by any party appointed by the Employer;
- (6) establishment of a funding policy and investment objectives consistent with the purposes of the Plan and the Employee Retirement Income Security Act of 1974 (ERISA); and
- (7) resolution of any question of Plan interpretation. The Plan Administrator's interpretation and application thereof is final.

B. Trustee.

The Trustee shall be responsible for the administration of investments held in the Fund. These duties shall include:

- (1) receipt of contributions under the terms of the Plan;

- (2) investment of Plan assets, unless investment responsibility is delegated to another party;
- (3) custodian of Plan assets, unless custody responsibility is delegated to another party;
- (4) distribution of moneys from the Plan in accordance with written instructions received from the Plan Administrator;
- (5) maintenance of accounts and records of the financial transactions of the Plan; and
- (6) preparation of an annual report of the Plan showing the financial transactions for the Plan Year.

XII AMENDMENT AND TERMINATION

The Employer may amend the Plan at any time, provided that no amendment will divert any part of the Plan's assets to any purpose other than for the exclusive benefit of you and the other Participants in the Plan or eliminate an optional form of distribution. The Employer may also terminate the Plan. In the event of an actual Plan termination all benefits will be fully vested and will be paid to you. Depending on the facts and circumstances, a partial termination may be found to occur where a significant number of Employees are terminated by the Employer or excluded from Plan participation. In case of a partial termination, only those affected will become 100% vested. If the Employer terminates the Plan, any assets accumulated in the Trust, which exceed the amount of monies necessary to satisfy all obligations to Participants, shall be returned to the Employer.

XIII LEGAL PROVISIONS

A. Assignment.

Your rights and benefits under this Plan cannot be assigned, sold, transferred or pledged by you or reached by your creditors or anyone else, except under a Qualified Domestic Relations Order. A Qualified Domestic Relations Order (QDRO) is a court order issued under state domestic relations law relating to divorce, legal separation, custody, or support proceedings. The QDRO recognizes the right of someone other than you (known as the Alternate Payee) to receive your Plan benefits. You will be notified if a QDRO relating to your Plan benefits is received. The Plan has adopted a written procedure for the administration of a QDRO. Participants and beneficiaries may obtain a copy of these procedures from the Plan Administrator, without charge. Receipt of a Qualified Domestic Relations Order will not allow for an earlier than normal distribution to the person(s) other than the Participant listed in the order.

If a Participant remarries, ERISA gives the new Spouse automatic survivor benefits in the retirement benefit. This may affect the ability of the Plan Administrator to follow the existing beneficiary designation on file with the Plan, if it does not provide for the new Spouse. A Participant should execute a new beneficiary designation form, especially if the Participant and the new Spouse wish to waive this automatic designation. As noted at Section IX(C), the waiver form must be signed by the Participant and, if applicable, the Spouse in front of a Plan representative or a Notary Public.

B. Benefit Claims Procedure.

Benefits normally will be paid to Participants and beneficiaries without the necessity of formal claims. You or your beneficiary(ies), however, may make a request for any Plan benefits to which you believe you may be entitled. Any such request must be made in writing, and it should be made to the Plan Administrator. The following claims appeal procedure applies to claims that are filed on or after January 1, 2002.

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim for such benefits under the Plan is wholly or partially denied, the Plan Administrator shall furnish you or your beneficiary (referred to below as a "claimant") or your authorized representative with a written or electronic notice of the denial within a reasonable period of time (generally, 90 days after the Plan Administrator receives the claim or 180 days, if the Plan Administrator determines that special circumstances require an extension of time for processing the claim and furnishes written notice of the extension to the claimant or his authorized representative before the initial 90-day period ends), which sets forth, in an understandable manner, the following information:

- The specific reason(s) for the denial of the claim;
- Reference to the specific Plan provision on which the denial is based;
- A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why that material or information is necessary; and
- A description of the Plan's review procedures and the time limits applicable to those procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following a denial on review.

The Plan Administrator's written extension notice must indicate the special circumstances requiring an extension of time for processing the claim and the date by which the Plan Administrator expects to render its decision on the claim.

The claimant or his authorized representative may appeal the Plan Administrator's decision denying the claim within 60 days after the claimant or his authorized representative receives the Plan Administrator's notice denying the claim. The claimant or his authorized representative may submit to the Plan Administrator written comments, documents, records and other information relating to the claim. The claimant or his authorized representative shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim. For these purposes, a document, record or other information is "relevant" to the claim if it:

- was relied upon the Plan Administrator in making its decision on the claim,
- was submitted, considered or generated in the course of the Plan Administrator's making its decision on the claim without regard to whether the Plan Administrator relied upon it in making its decision, or
- complies with administrative processes and safeguards which are designed to ensure and to verify that decisions on claims are made in accordance with governing Plan documents, whose provisions are applied consistently with respect to similarly-situated claimants.

The Plan Administrator's review of the claim and of its denial of the claim shall take into account all comments, documents, records and other information submitted by the claimant or his authorized representative relating to the claim, without regard to whether these materials were submitted or considered by the Plan Administrator in its initial decision on the claim.

The Plan Administrator's decision on the appeal of a denied claim shall be made within a reasonable period of time (generally 60 days after the Plan Administrator receives the claim or 120 days if the Plan Administrator determines that special circumstances require an extension of time for processing the claim and furnishes written notice of the extension to the claimant or his authorized representative before the initial 60-day period ends indicating the special circumstances requiring extension of time and the date by which the Plan Administrator expects to render its decision on the claim). The Plan Administrator will furnish the claimant or his authorized representative with written or electronic notice of its decision on appeal. In the case of a decision on appeal upholding the Plan Administrator's initial denial of the claim, the Plan Administrator's notice of its decision on appeal shall set forth, in an understandable manner, the following information:

- The specific reason(s) for the decision on appeal;
- Reference to the specific Plan provision on which the decision on appeal is based;
- 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 claim for benefits; and
- A statement describing any voluntary appeal procedures (including voluntary arbitration or any other form of dispute resolution) offered by the Plan and the claimant's right to obtain information sufficient to enable you or your beneficiary to make an informed judgment about whether to submit a benefit dispute to the voluntary level of appeal, and a statement of the claimant's right to bring an action under ERISA Section 502(a)."

C. Your Rights As a Plan Participant.

As a participant in this Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including, as applicable, insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefit Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, copies of the latest annual report (Form 5500 Series), and an updated summary plan description. The Plan Administrator may make a reasonable charge for these copies.

- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension 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 pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit 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, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a (pension, welfare) benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report 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 Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan 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. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan 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, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

D. Employment Rights.

Participation in the Plan is not a guarantee of employment.

E. Certain Benefits Guaranteed by the Pension Benefit Guaranty Corporation.

The Pension Benefit Guaranty Corporation (PBGC), a federal agency, insures your pension benefits under this (defined benefit pension) Plan. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. If this occurs, most people will receive all of the pension benefits they would have received under the Plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) Normal and Early Retirement Benefits; (2) Disability benefits if you become disabled before the Plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than 5 years at the time the Plan terminates; (3) benefits that are not vested because you have not worked long enough for the Employer; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's Normal Retirement Age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of your benefits from the PBGC depending on how much money your Plan has and how much the PBGC collects from the Employer(s).

For more information on the PBGC insurance protection and its limitations, ask the Plan Administrator or the PBGC. Inquiries to the PBGC should be addressed to the Technical Assistance Division, Pension Benefit Guaranty Corporation, 1200 K Street, NW, Suite 930, Washington, DC 20005-4026 or call (202) 326-4000 (not at toll-free number). TTY/TDD users may call the federal relay service toll-free at 1(800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.com>.

This booklet is not the Plan document, but is only a Summary Plan Description of its principal provisions and not every limitation or detail of the Plan is included. Every attempt has been made to provide concise and accurate information. However, if there is a discrepancy between this booklet and the official Plan document, the Plan document shall control.

PROTECTED BENEFITS

PLAN PROVISION #1:

The accrued benefit as of any date, subject to the modification contained herein, will be equal to the product of (a) and (b) plus the product of (c) and (d) below:

- (a) an amount equal to 1.25% of his Average Compensation
 - (b) his Accrual Service (not to exceed 25 years) on such date
 - (c) \$4.00
 - (d) his Accrual Service on such date in excess of 25 years
- Any such benefit will be rounded to the next higher dollar, if not an even multiple of one dollar

Accrual Service means one year of service for each Accrual Computation Period in which an Employee is credited with at least 1,000 hours of service.

However, Accrual Service is modified as follows:

Rule of parity service excluded:

An Employee's Accrual Service, accumulated before a break in service, which is when an Employee is credited with 500 or fewer Hours of Service, shall be excluded if his Vesting Percentage is zero, and his lasts period of consecutive breaks in service equals or exceeds the greater of (i) five years, or (ii) his Accrual Service (disregarding and Accrual Service that was excluded because of a previous break in service).

Before the January 1, 1985, (i) above shall be one year.

Service with a predecessor employer who did not maintain this Plan shall be included.

Period of Military Duty included:

A period of Military Duty shall be included as service with the employer to the extent it has not already been credited. For purposes of crediting Hours of service during the period of Military Duty, an Hour of Service shall be credited (without regard to any 501 Hour of Service Limitation) for each hour an Employee would normally have been scheduled to work for the Employer during such period.

EFFECTIVE DATE: October 1, 1974

PLAN PROVISION #2:

An Active Participant's retirement benefit on his Late Retirement Date shall be the equal to the greater of (a) his accrued benefit on his Late Retirement Date, or (b) his Accrued Benefit on his Normal Retirement Date, multiplied by the factor shown below corresponding to the number of years his Late Retirement Date follows the later of January 1, 1982 or his Normal Retirement date

Number of Years	Factor	Number of Years	Factor
1	1.0600	6	1.4200
2	1.1200	7	1.5000
3	1.1900	8	1.5900
4	1.2600	9	1.6900
5	1.3400	10	1.7900

The above factors shall be prorated for a partial year (counting a partial month as a complete month). Factors for number of ears beyond 10 shall be determined using a consistently applied reasonable actuarially equivalent method.

This (a) applies only to a participant whose late Retirement Date occurs after April 1 following the calendar year in which he attains age 70 1/2 (January 1, 1997, if later). Such Participant's retirement benefit will be adjusted to take into account the period after such date in which the participant was not receiving his retirement benefit.

The retirement benefit on his Late Retirement Date will be equal to the retirement benefit that would have been paid on such date (determined as if his Late Retirement Date had occurred on such date) multiplied by the factor above for 1 year past Normal Retirement Date, prorated for a partial year based on the number of months in the period (counting a partial month as a complete month).

If the Participant's Late Retirement Date occurs after the first date of the plan year following such date, the Participant's retirement benefit on his Late Retirement Date shall be equal to the retirement benefit that would have been paid on such first day of the plan year, multiplied by the factor above for 1 year past Normal Retirement Date, prorated for a partial year based on the number of months since such first day of the plan year (counting a partial month as a complete month).

The amount in this section (a) shall be re-determined after each subsequent first day of the plan year based on the retirement benefit that would have been paid on such first day of the plan year (determined as if his Late Retirement Date has occurred on such first day of the plan year) multiplied by the factor above for 1 year past Normal Retirement Date, prorated for a partial year based on the number of months since such first day of the plan year (counting a partial month as a complete month).

Such greatest amount so determined applies to an active participant, who (i) is not a 5-percent owner, (ii) has not attained age 70 1/2, and (iii) makes an election to defer commencement of his retirement benefit until the calendar year following the calendar year in which he retires.

An Active Participant's retirement benefit on the Normal Form shall not be less than the greatest amount of benefit that would have been provided for him had he retired on any earlier Retirement Date.

EFFECTIVE DATE: October 1, 1974

PLAN PROVISION #3:

For Participants who die with a Vesting Percentage on the date of death greater than zero, but who are not married on the date of death, a fixed period benefit shall be payable to such Participant's beneficiary. The fixed period benefit will be for a period of 120 months and will be the Actuarial Equivalent of the Participant's vested Accrued Benefit equal to a Joint and Survivor 50% benefit, assuming a spouse age equal to the age of the Participant on the date of his death.

If the spouse of a married participant dies before the Qualified Preretirement Survivor Annuity starts, the spouse's Beneficiary will receive an immediate monthly benefit of the amount that the spouse would have receive, for a fixed period of 120 months. If the death of the Participant and the spouse occurs simultaneously, it will be assume that the participant's death occurred last and any death benefits will be provided under the provisions above

EFFECTIVE DATE: October 1, 1974

PLAN PROVISION #4:

In the event of disability, one of the following disability benefits shall be chosen at the discretion of the Participant.

- a) A monthly benefit for life, commencing on the first day of the month coincident with or next following the date the Participant is determined to be totally and permanently disabled, equal to his vested Accrued Retirement Benefit. Such benefit shall be determined based on his Years of Service and Average Monthly Compensation at the date of his disability retirement and shall be actuarially reduced to reflect the commencement of benefits prior to age 65.
- b) A monthly benefit for life, commencing on his Normal Retirement date equal to his accrued Benefit, multiplied by his vesting percentage on the date he was determined to be totally and permanently disabled. His benefits shall be calculated as if he had continued in the employ of the Employer until his Normal Retirement Date and his Compensation had remained unchanged from his level Compensation just prior to disability.

If the payments continue through the first day of the month before the Participant's Retirement date (Normal retirement Date, if earlier), retirement benefits shall be provided for him on his Retirement Date as if he were an Active Participant. His Accrued Benefit shall be equal to his Accrued Benefit as of the day before the

disability began. However, such Accrued Benefit shall not be less than the amount of monthly disability payment paid to him under this provision. If, before the Participant's Retirement Date (Normal Retirement Date, if earlier), he recovers and returns to active work for the Employer within one month of his recovery, the payments shall stop and he shall again become an Active Participant. If, before the Participant's Retirement Date (Normal retirement date, if earlier) he recovers and does not return to active work for the Employer within one month of his recovery, the payments shall stop and his benefits shall be re-determined, on the date he ceased to be an Employee as provided in Article IX.

Totally And Permanently Disabled means any physical or mental condition which totally and permanently prevents the participant from engaging in his usual occupation. The determination as to whether a Participant is totally or permanently disabled shall be made by a competent physician selected by the Plan Administrator. The physician's opinion shall be conclusive and binding upon the Employer and the Participant. The Plan Administrator, in its sole discretion, may accept other proof of total and permanent disability such as eligibility for Social Security disability benefits or benefits under an Employer-sponsored long term disability plan.
EFFECTIVE DATE: October 1, 1974

PRIOR PLAN PROVISIONS

PLAN PROVISION:

Prior to the Effective Date below, the amount of each payment under an optional form shall be determined using the rates of interest and mortality used (as of the Annuity Starting Date) by the Pension Benefit Guaranty Corporation for a trustee single-employer plan to value a lump sum upon termination of an insufficient trustee single-employer plan, except as otherwise provided. This is a variable standard of actuarial equivalence which precludes employer discretion.

EFFECTIVE DATE: January 1, 1997