



PENSION AND INSURANCE AGREEMENT

between

**BRIDGESTONE AMERICAS
TIRE OPERATIONS LLC**

and

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION, AFL-CIO, CLC**

Dated August 8, 2013

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DURATION, TERMINATION AND GENERAL PROVISIONS

LETTERS OF UNDERSTANDING (P&I)

PENSION AND INSURANCE AGREEMENT
AMONG BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC,
AND THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC

FOREWORD

This Pension and Insurance Agreement is entered into by and among Bridgestone Americas Tire Operations, LLC for and on behalf of its manufacturing plants located in Akron, Ohio; Des Moines, Iowa; LaVergne, Tennessee, and Russellville, Arkansas; and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, and its Local Union No. 7L, Akron, Ohio; Local Union No. 310L, Des Moines, Iowa; Local Union No. 884L, Russellville, Arkansas; and Local Union No. 1055L, LaVergne, Tennessee.

For purposes of this Pension and Insurance Agreement, the following terms when used with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

1. The term "CBA" shall mean the collective bargaining agreement agreed to by the Employer and the Union and ratified on August 8, 2013.
2. The term "Company" shall mean Bridgestone Americas, Inc.
3. The term "Controlled Group" shall mean the Company, the Employer and all other trades or businesses which are treated as a single employer under Section 414 of the Internal Revenue Code of 1986, as amended.
4. The term "Effective Date" shall mean the date of the ratification of the CBA.
5. Except as otherwise provided in Part I, Part II, and Part III of this Pension & Insurance Agreement the term "Employees" shall mean the regular, full-time employees of the Employer classified by the Employer as hourly-rated and who are represented by the Union.
6. The term "Employer" shall mean Bridgestone Americas Tire Operations, LLC.
7. The term "Pension and Insurance Agreement" shall mean this Pension and Insurance Agreement, consisting of Part I - Pensions, Part II - Insurance, Part III - Savings Plan, and Part IV - Duration, Termination and General Provisions, as modified, clarified, and supplemented by the Letters of Understanding entered into by the Company and the Union, attached hereto.
8. The term "Union" shall mean the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, and its Local Union No. 7L, Akron, Ohio; Local Union No. 310L, Des Moines, Iowa; Local Union No. 884L, Russellville, Arkansas; and Local Union No. 1055L, LaVergne, Tennessee.
9. "New Hires" shall mean for purposes of Part II – Insurance, of this Pension and Insurance Agreement, production Employees hired after October 1, 2005 and maintenance Employees hired on or after July 27, 2013.

PART I

Pensions

ARTICLE I

Approvals

Subject to retaining such approval of the Internal Revenue Service, as the Company shall consider necessary so that the Company's Non-Contributory Pension Plan, under which the benefits for Employees set forth in this Pension Agreement are provided, remains a qualified plan within the meaning of the Code and subject to said Plan's remaining in compliance with the Act, the Employer and the Union hereby agree upon the terms set forth in the following Pension Agreement, which first became effective as of May 1, 1950, and which has been amended from time to time.

ARTICLE II

Definitions

The following terms when used in this Pension Agreement with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

1. The term "CBA" as used herein shall mean the collective bargaining agreement agreed to by the Employer and the Union in August 2013 and subsequently ratified by the members, and any subsequent amendments thereto, or any new CBA hereafter entered into between the Employer and the Union.
2. The term "Employer" shall mean Bridgestone Americas Tire Operations, LLC.
3. The term "Employee" as used herein shall mean an employee of the Employer who has completed one year of credited service, and who is, on and after the Effective Date, a member of a bargaining unit covered by the CBA, excluding any employee who is a "leased employee" (as defined in Code section 414(n)(2)) of the Employer and any employee who is hired or rehired on or after July 27, 2013 or otherwise becomes a member of a bargaining unit covered by the CBA on or after July 27, 2013.
4. The term "Act" as used herein shall mean the Employee Retirement Income Security Act of 1974, as amended and as the same may be amended during the term hereof.
5. The term "Code" as used herein shall mean the Internal Revenue Code of 1986, as amended and as the same may be amended during the term hereof.
6. The term "Plan" as used herein shall mean Supplement 1 to the Bridgestone Americas, Inc. Non-Contributory Pension Plan.
7. The term "Pension Agreement" shall mean this Part I - Pensions, which constitutes part of the Pension and Insurance Agreement between the Employer and the Union.
8. The term "Union" shall mean the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC and certain of its locals which are parties to the CBA.

9. The term "Plan Year" for purposes of this Part I - Pensions shall mean the 12-month period commencing on November 1st of each year and ending on the next following October 31st.
10. The term "Post-2008 Employee" shall mean an Employee whose date of hire, date of rehire or date on which he became a member of the bargaining unit covered by the CBA, is on or after January 1, 2009, and who as of December 31, 2013 does not have a vested right to a pension under the Plan.

ARTICLE III

Administration

The Plan shall be administered by a Pension Board to be appointed by the Company. The Pension Board shall have such authority and perform such duties, consistent with this Pension Agreement, as may be determined from time to time by the Company.

ARTICLE IV

Eligibility for Pension

1. Normal Retirement. An Employee who shall have been hired prior to his attainment of 60 years of age and who shall have attained not less than 65 years of age, shall be entitled to a pension upon retirement, as hereinafter provided. The first day of the month next following the Employee's attainment of age 65 shall be his Normal Retirement Date. An Employee who shall have been hired on or after his attainment of 60 years of age shall be entitled to a pension upon retirement, as hereinafter provided, on the date which is the fifth anniversary of his date of hire, and the first day of the month next following such fifth anniversary shall be the Employee's Normal Retirement Date. Notwithstanding any other provision of this Pension Agreement or the Plan, an Employee's right to a normal retirement benefit under the Plan shall be non-forfeitable upon and after his normal retirement age, which shall be the date on which he attains age 65 in the case of any Employee hired prior to his attainment of 60 years of age, and shall be the fifth anniversary of the date on which he becomes a participant in the case of an Employee hired on or after his attainment of 60 years of age.
2. Early Retirement. An Employee who, while accumulating seniority with the Employer, shall either (i) have attained not less than 55 years of age but shall not have attained 65 years of age and have not less than 10 years of credited service or (ii) have completed not less than 30 years of credited service shall be entitled to a pension upon retirement, as hereinafter provided. An Employee who at time of layoff had not less than 10 years but had less than 30 years of credited service with the Employer and has not attained 55 years of age, shall, at such time as he shall have attained not less than 55 years of age but shall not have attained 65 years of age while on layoff with right of recall, be entitled to a pension upon retirement as hereinafter provided.
3. Disability Retirement. Effective on the date of ratification, an Employee (excluding any Post-2008 Employee) who shall have had not less than 10 years of credited service and (a) shall not have attained eligibility for a Normal Pension or (b) shall not have attained age 62 and at least 10 years of credited service, and who shall thereafter become, through some unavoidable cause, permanently and totally disabled while accumulating seniority with the Employer, shall be entitled to a pension upon retirement as hereinafter provided. An Employee shall be deemed to be permanently and totally disabled only if, prior to the month in which the Employee's 62nd birthday occurs:

- (a) he has been totally disabled by bodily injury or disease so as to be prevented thereby from being physically able to perform the work of any classification in the local plant, and
- (b) such total disability shall have continued for 5 consecutive months, and, in the opinion of a qualified physician designated by the Pension Board, will presumably be permanent and total during the remainder of his life.

Permanent and total disability shall be deemed to have resulted from an unavoidable cause unless it (a) was contracted, suffered or incurred while the Employee was engaged in, or resulted from his having engaged in, a felonious enterprise, or (b) resulted from his habitual drunkenness or addiction to narcotics, or (c) resulted from an intentional, self-inflicted injury. Permanent and total disability resulting from any of such enumerated causes, or permanent and total disability resulting exclusively from military service for which he receives a Government Pension, shall not entitle an Employee to a pension, under this Paragraph 3. Such pension for permanent and total disability shall cease upon recovery from permanent and total disability prior to attainment of age 65. If it is determined that a former Employee on Disability Retirement is no longer permanently and totally disabled, he will be rehired consistent with his seniority, and upon being rehired shall be credited with the seniority held at the time of his Disability Retirement. The Pension Board may verify the extent of disability by medical examination at any reasonable time. Refusal to submit to examination shall be justification for the discontinuance of a pension granted pursuant to this Paragraph, pending compliance.

4. Deferred Vested Pension. An Employee whose employment with the Controlled Group is terminated on or after the Effective Date shall be eligible for a deferred vested pension as provided in Paragraph 4 of Article V, if such Employee, at the time of such termination of employment, (a) shall have had at least 5 years of credited service prior to such termination, (b) shall not have attained his normal retirement age, and (c) shall not be eligible for any other pension. However, if an Employee is eligible for and elects, with spousal consent, to receive a special distribution pursuant to Paragraph 11(b) or Paragraph 13 of Article VII or if he receives a distribution pursuant to Paragraph 14 of Article VII, he shall not be eligible for that deferred vested pension upon which such distribution is determined. An Employee whose employment is terminated and who is entitled to a deferred vested pension based upon information then on file with the Employer, will be notified of his eligibility for such deferred vested pension at the time he is interviewed following termination.
5. An Employee who at time of layoff had not less than 10 years of credited service, who is recalled or is offered employment pursuant to Article XII, Section 21,(b) or (c) of the CBA and who either has attained age 55 or has 30 or more years of credited service or is deemed to be permanently and totally disabled (excluding any Post-2008 Employee) shall be eligible for a pension under Paragraph 2 or Paragraph 3 of this Article IV and credited service shall be determined as if the Employee had been recalled and rehired consistent with the CBA.
6. Notwithstanding any other provision of this Pension Agreement or the Plan, (i) no person who is hired or rehired by the Controlled Group, or otherwise becomes a member of a bargaining unit covered by the CBA, on or after July 27, 2013 and (ii) no person who has not completed one year of credited service as of December 31, 2013, shall be an "Employee" under this Pension Agreement or the Plan or be eligible for any pension or other benefit under this Pension Agreement or the Plan.

ARTICLE V

Amount of Pension

1. Normal Pension. An Employee who is eligible for a pension pursuant to Paragraph 1 of Article IV shall be entitled upon his retirement at or after his Normal Retirement Date and on or after the Effective Date to receive a monthly pension equal to (a) \$58.00 (effective for retirements occurring after August 8, 2013), multiplied by the Employee's years of credited service reduced by (b) the immediate annuity equivalent of the Employee's Additional Employer Contributions Account under the Bridgestone Americas, Inc. Employee Savings Plan for Bargaining Unit Employees (the "Savings Plan") as of the date his pension commences hereunder. For purposes of this calculation, the Employee's Additional Employer Contributions Account under the Savings Plan as of the date the Employee's pension commences hereunder shall mean the actual amount in such Account as of such date plus any amount withdrawn from such Account prior to such date for any reason (including a hardship withdrawal pursuant to Section 6.7 of the Savings Plan, any amount withdrawn from such Account pursuant to a qualified domestic relations order or a deemed withdrawal upon default of a loan from such Account to the Employee) with interest imputed on any withdrawn amount from the date of any such withdrawal through the date the Employee's pension commences hereunder at the rate of 7.75% per annum compounded monthly. The immediate annuity equivalent of the Employee's Additional Employer Contribution Account under the Savings Plan shall be the amount in such Account as of the date the Employee's pension commences hereunder (determined as described in the preceding sentence) converted to an annuity payable as a single life and five year certain annuity to the Employee commencing as of the date the Employee's pension commences hereunder using an interest rate of 7.75% and the 1983 Group Annuity Mortality Table, Male. In no event will this reduction exceed \$7 multiplied by the Employee's years of credited service. For purposes of this Paragraph, the amount of an Employee's Normal Pension shall be the greater of the Early Pension calculated under Paragraph 2 of this Article V or the Normal Pension calculated at normal retirement age.

Such pension shall be subject to the provisions of Paragraph 5 of this Article V, and shall commence in the month following that in which the Employee retires if an application is made therefor in the month of retirement. In the event application is not made in the month of retirement, the pension shall commence at the earlier of (a) the month following that in which application is made and (b) the next January 1st after the October 31st next following the Employee's attainment of his normal retirement age, provided, however, that any monthly pension payable to an Employee who shall have remained in the active employment of the Controlled Group after his Normal Retirement Date shall commence on the first day of the month following his termination of service and the amount of such monthly pension shall be based on his credited service at his date of actual retirement. Except as provided in Paragraphs 6, 7 and 8 of this Article V, the last installment of such pension shall be payable for the month of such former Employee's death.

2. Early Pension. An Employee who is eligible for a pension pursuant to Paragraph 2 of Article IV, shall be entitled, upon his retirement on or after the Effective Date to receive a monthly pension which shall be determined as follows:
 - (a) Unreduced Early Pension. If such Employee shall either (i) have attained 62 years of age or (ii) have completed at least 30 years of credited service he shall be entitled to receive an immediate monthly pension, the amount of which will be equal to (a) \$58.00 (effective for retirements occurring after August 8, 2013) multiplied by the Employee's years of credited service reduced by (b) the immediate annuity equivalent of the Employee's Additional Employer Contributions Account under the Savings Plan as of the date his pension commences hereunder. For purposes of this calculation, the Employee's Additional Employer Contributions Account under the Savings Plan as of the date the Employee's pension commences hereunder shall mean the actual

amount in such Account as of such date plus any amount withdrawn from such Account prior to such date for any reason (including a hardship withdrawal pursuant to Section 6.7 of the Savings Plan, a withdrawal from such Account pursuant to a qualified domestic relations order or a deemed withdrawal upon default of a loan from such Account to the Employee) with interest imputed on any withdrawn amount from the date of any such withdrawal through the date the Employee's pension commences hereunder at the rate of 7.75% per annum compounded monthly. The immediate annuity equivalent of the Employee's Additional Employer Contributions Account under the Savings Plan shall be the amount in such Account as of the date the Employee's pension commences hereunder (determined as described in the preceding sentence) converted to an annuity payable as a single life and five year certain annuity to the Employee commencing as of the date the Employee's pension commences hereunder using an interest rate of 7.75% and the 1983 Group Annuity Mortality Table, Male. In no event will this reduction exceed \$7 multiplied by the Employee's years of credited service.

- (b) If such Employee shall neither have attained 62 years of age, nor completed 30 years of credited service, he may elect to receive either:
- (i) A monthly pension, the payment of which shall be deferred to the month in which the Employee attains 62 years of age, or equal to (a) \$58.00 (effective for retirements occurring after August 8, 2013) multiplied by the Employee's years of credited service, reduced by (b) the immediate annuity equivalent of the Employee's Additional Employer Contributions Account under the Savings Plan as of the date his pension commences hereunder. For purposes of this calculation, the Employee's Additional Employer Contributions Account under the Savings Plan as of the date of the Employee's pension commences hereunder shall mean the actual amount in such Account as of such date plus any amount withdrawn from such Account prior to such date for any reason (including a hardship withdrawal pursuant to Section 6.7 of the Savings Plan, a withdrawal from such account pursuant to a qualified domestic relations order or a deemed withdrawal upon default of a loan from such Account to the Employee) with interest imputed on any withdrawn amount from the date of any such withdrawal through the date the Employee's pension commences hereunder at the rate of 7.75% per annum compounded monthly. The immediate annuity equivalent of the Employee's Additional Employer Contribution Account under the Savings Plan shall be the amount in such Account as of the date the Employee's pension commences hereunder (determined as described in the preceding sentence) converted to an annuity payable as a single life and five year certain annuity to the Employee commencing as of the date the Employee's pension commences hereunder using an interest rate of 7.75% and the 1983 Group Annuity Mortality Table, Male. In no event will this reduction exceed \$7 multiplied by the Employee's years of credited service; or
 - (ii) An immediate monthly pension equal to (a) \$58.00 (effective for retirements occurring after August 8, 2013) multiplied by the Employee's years of credited service reduced by (b) the immediate annuity equivalent of the Employee's Additional Employer Contribution Account under the Savings Plan as of the date his pension commences hereunder. For purposes of this calculation, the Employee's Additional Employer Contributions Account under the Savings Plan as of the date of the Employee's pension commences hereunder shall mean the actual amount in such Account as of such date plus any amount withdrawn from such Account prior to such date for any reason (including a hardship withdrawal pursuant to Section 6.7 of the Savings Plan, a withdrawal from such account pursuant to a qualified domestic relations order or a deemed withdrawal upon default of a loan from such Account to the Employee) with interest imputed on any withdrawn amount from the date of any such withdrawal

through the date the Employee's pension commences hereunder at the rate of 7.75% per annum compounded monthly. The immediate annuity equivalent of the Employee's Additional Employer Contributions Account under the Savings Plan shall be the amount in such Account as of the date the Employee's pension commences hereunder (determined as described in the preceding sentence) converted to an annuity payable as a single life and five year certain annuity to the Employee commencing as of the date the Employee's pension commences hereunder using an interest rate of 7.75% and the 1983 Group Annuity Mortality Table, Male. In no event will this reduction exceed \$7 multiplied by the Employee's years of credited service. Such monthly pension shall be reduced by 4/10 of one percent for each calendar month by which such Employee is under age 62 at the effective date of such Early Pension.

An Early Pension payable pursuant to this Paragraph 2 whether before, during, or after the month in which the Employee attains 65 years of age, shall be subject to the provisions of Paragraph 5 of this Article V, and, except for a deferred pension as provided in (b)(i) of this Paragraph 2, shall commence in the month following that in which the Employee retires if an application is made therefor in the month of retirement. In the event application is not made in the month of retirement, the pension shall commence at the earlier of (a) the month following that in which application is made and (b) the next January 1st after the October 31st next following the Employee's attainment of age 65.

The payment of a deferred Early Pension shall commence in the month following that in which such former Employee attains age 62 if an application is made therefore in the month he shall have attained such age. In the event application is not made in the month such former Employee attains 62 years of age, the pension shall commence at the earlier of (a) the month following that in which application is made and (b) the next January 1st after the October 31st next following the Employee's attainment of age 65. No such application may be filed earlier than 60 days prior to such former Employee's 62nd birthday. Except as provided in Paragraphs 6, 7 and 8 of this Article V, the last installment of such pension shall be payable for the month of such former Employee's death.

Special Early. The amount of monthly pension payable to an Employee who retires at or after his attainment of age 55 and prior to eligibility for 80% of the Unreduced Primary Social Security Benefit or Social Security Disability Benefits, who then shall have not less than 30 years of credited service and whose early pension is not deferred pursuant to (b)(i) above, shall include an additional monthly supplement benefit payable until the Employee attains eligibility for 80% of the Unreduced Primary Social Security Benefit or Social Security Disability Benefits equal to an amount determined under the following Table on the basis of the Employee's age and credited service (in years and completed months) at his Early Retirement:

TABLE
Years of Credited Service

Age	30	31	32	33	34	35	36	37
55	340	349	358	367	376	385	394	403
56	350	359	368	377	386	395	404	413
57	360	369	378	387	396	405	414	423
58	370	379	388	397	406	415	424	433
59	380	389	398	407	416	425	434	443
60	390	399	408	417	426	435	444	453
61	400	409	418	427	436	445	454	463
62	410	419	428	437	446	455	464	473

For years of credited service in excess of 37 years, the Table will be appropriately extended.

Such Special Early amount shall be payable to, and including, the earliest of (1) the month preceding that for which the Employee is or might be eligible for an old age insurance or disability insurance benefit pursuant to any Social Security or comparable law of the United States of America, (2) the month of his death and (3) the month in which the Employee attains eligibility for 80% of the Unreduced Primary Social Security Benefits. Thereafter the amount shall be that amount which would otherwise have been payable under Subparagraph (a) above. If at the death of the Employee, any benefit is payable to a beneficiary, a contingent annuitant or a spouse, pursuant to Paragraph 6, 7 or 8 of this Article V, or pursuant to any other provision of this Pension Agreement, the amount of any such benefit shall be determined on the basis of the amount of Early Retirement pension which would otherwise have been payable to such Employee had the Special Early provision not been applicable to him.

An Employee who has been discharged for cause, who otherwise had become eligible for early retirement pursuant to the provisions of Paragraph 2 of Article IV, shall be entitled only to the benefits provided under Paragraph 4 of this Article V.

3. Permanent and Total Disability Pension. An Employee who is eligible for a pension pursuant to Paragraph 3 of Article IV shall be entitled, upon his retirement on or after the Effective Date, to receive a monthly pension equal to (a) \$58.00 (effective for retirements occurring after August 8, 2013) multiplied by the Employee's years of credited service reduced by (b) the immediate annuity equivalent of the Employee's Additional Employer Contributions Account under the Savings Plan as of the date his pension commences hereunder. For purposes of this calculation, the Employee's Additional Employer Contributions Account under the Savings Plan as of the date the Employee's pension commences hereunder shall mean the actual amount in such Account as of such date plus any amount withdrawn from such Account prior to such date for any reason (including hardship withdrawal pursuant to Section 6.7 of the Savings Plan, a withdrawal from such account pursuant to a qualified domestic relations order or a deemed withdrawal upon default of a loan from such Account to the Employee) with interest imputed on any withdrawn amount from the date of any such withdrawal through the date the Employee's pension commences hereunder at the rate of 7.75% per annum compounded monthly. The immediate annuity equivalent of the Employee's Additional Employer Contribution Account under the Savings Plan shall be the amount in such Account as of the date the Employee's pension commences hereunder (determined as described in preceding sentence) converted to an annuity payable as a single life and five year certain annuity to the Employee commencing as of the date the Employee's pension commences hereunder using an interest rate of 7.75% and the 1983 Group Annuity Mortality Table, Male. In no event will this reduction exceed \$7 multiplied by the Employee's years of credited service.

The Employee shall, at the time of his application for a Permanent and Total Disability Pension, also make application for a Disability Insurance Benefit under the Social Security law and take reasonable and necessary action, including a request for reconsideration of an initial denial, in order to assure proper consideration of such application. The Employer shall render assistance to an Employee in his request for a reconsideration of an initial denial of an award for a Disability Insurance Benefit under the Social Security law. If his application for a Disability Insurance Benefit under the Social Security law is denied, the Employee shall be entitled to an additional monthly benefit, the amount of which shall be equal to \$1,000.00 (effective for retirements occurring after the date of ratification), except that such additional monthly benefit shall not be greater than the primary Social Security Disability Insurance Benefit to which such Employee would have been entitled had his application not been denied. The additional monthly benefit shall be payable retroactively to the date of the Employee's retirement and only to and including the month preceding that for which the Employee is or might be eligible for 80% of Full Unreduced Primary Social Security or comparable law of the United States of America.

A pension payable pursuant to this Paragraph 3 shall be subject to the provisions of Paragraph 5 of this Article V. Such pension shall commence in the sixth month following the occurrence of the permanent and total disability, provided that an application for pension is made not later than 5 months following

the occurrence of such permanent and total disability. In the event application is not made in the five-month period referred to, the pension shall commence in the month following that in which application is made. The last installment of such pension shall be payable for the earliest of the following: the month before the month in which the retired former Employee attains his normal retirement age; the month in which his permanent and total disability shall cease; or the month of his death. Except as provided in Paragraphs 6, 7 and 8 of this Article V, the last installment of such pension shall be payable for the month of his death.

4. **Deferred Vested Pension.** An Employee who is eligible for a deferred vested pension pursuant to Paragraph 4 of Article IV shall be entitled to a monthly pension equal to (a) \$58.00 multiplied by his years of credited service if the date his employment with the Employer terminated was on or after the Effective Date reduced by (b) the age 65 annuity equivalent of the Employee's Additional Employer Contributions Account under the Savings Plan as of the date the Employee terminates employment. For purposes of this calculation, the Employee's Additional Employer Contributions Account under the Savings Plan as of the date the Employee terminates employment shall mean the actual amount in such Account as of such date plus any amount withdrawn from such Account prior to such date for any reason (including a hardship withdrawal pursuant to Section 6.7 of the Savings Plan, a withdrawal from such Account pursuant to a qualified domestic relations order or a deemed withdrawal upon default of a loan from such Account to the Employee) with interest imputed on any withdrawn amount from the date of any such withdrawal through the date the Employee terminates employment at the rate of 7.75% per annum compounded monthly. The age 65 annuity equivalent of the Employee's Additional Employer Contribution Account under the Savings Plan shall be the amount in such Account as of the date the Employee terminates employment (determined as described in the preceding sentence), increased with interest at the rate of 7.75% per annum compounded monthly from such date until the date the Employee would turn age 65, and then converted to an annuity payable as a single life and five-year certain annuity to the Employee commencing as of the date the Employee would turn age 65 using an interest rate of 7.75% and the 1983 Group Annuity Mortality Table, Male. In no event will this reduction exceed \$7 multiplied by the Employee's years of credited service.

The Employee's years of credited service shall be determined as of the date his employment with the Employer terminated.

Such pension shall be subject to the provisions of Paragraph 5 of this Article V, and shall commence in the month following that in which application is made; provided, however, (i) no such application may be filed earlier than 60 days prior to such former Employee's 55th birthday, (ii) such pension may not commence earlier than the month following that month in which the Employee attains age 55 nor later than the January 1st after the October 31st next following the Employee's attainment of age 65 and (iii) notwithstanding the foregoing, the deferred vested pension of an Employee who has fewer than 10 years of credited service may commence no earlier than the first day of the month following the Employee's attainment of age 65. Notwithstanding the preceding provisions of this Paragraph, effective on and after November 1, 2013, if the actuarial equivalent present value of the Employee's deferred vested pension (determined as of the first day of the month following his termination of employment with the Controlled Group) is \$100,000 or less, such Employee may elect that his deferred vested pension commence on the first day of any month after his employment terminates and on or before the first day of the month immediately following the month that includes the six-month anniversary of his termination of employment. The amount of a deferred vested pension shall be actuarially reduced if such pension commences earlier than the month following the former Employee's attainment of age 65. If the provisions of Paragraph 8(a) of this Article V are not applicable to a pension payable pursuant to this Paragraph 4, the last installment of such pension shall be payable for the month of the former Employee's death, provided, however, that if fewer than sixty (60) monthly payments shall then have been made to the former Employee the balance of such 60 monthly payments shall be made to the former Employee's designated beneficiary.

5. Deductions. Except as set forth in Paragraph 7(e) of this Article V, there shall be deducted from any pension payable pursuant to this Pension Agreement the full amount of any benefit, pension, or payment payable upon retirement under any other defined benefit pension plan of the Controlled Group to which the Employee is or upon application would become entitled, and provided that, if such Employee shall have contributed to the source or fund from which any such benefit, pension, or payment shall be paid or become payable, the full amount of the deduction shall be decreased by the amount which shall be attributable to the contributions which such Employee shall have made to such source or fund.
6. Five-Year Term Certain. The monthly pension payable for an Employee's life pursuant to Paragraph 1 or 2 of this Article V, pursuant to Paragraph 3 of this Article V to an Employee who has 30 or more years of credited service or pursuant to Paragraph 13 of Article VII to such retired former Employee shall be payable for a term certain period of five (5) years, ending with the month in which the fifth anniversary of the commencement of his monthly pension occurs. The monthly pension payable pursuant to Paragraph 3 of this Article V to a retired former Employee who had less than 30 years of credited service at his retirement shall be payable for a term certain period of five (5) years, ending with the month in which the fifth anniversary of his 55th birthday occurs, or in which the fifth anniversary of the commencement of his monthly pension occurs, whichever is later and the provisions of this Paragraph 6 shall not be applicable if such former Employee retired pursuant to Paragraph 3 of Article IV is not living on the first day of the month following his attainment of age 55. If the retired former Employee dies during applicable said five (5) year period, monthly pension payments remaining hereunder shall be made to the designated beneficiary; provided, however, that the amount of any such monthly pension payments payable with respect to a retired former Employee whose pension was payable pursuant to Paragraph 3 of this Article V shall be equal to that amount which would have been payable to such former retired Employee had he been or might have been eligible for any primary benefit unreduced by reason of age pursuant to any Social Security or comparable law of the United States of America. If both the retired former Employee and the designated beneficiary die during the applicable said five (5) year period, the present value of the remaining monthly payments that would be necessary to complete the five (5) year term certain period shall be paid to the estate of the last to die. For purposes of this Paragraph, the present value of the remaining monthly payments shall be determined as of the date of the payment using an interest rate in accordance with the provisions of Paragraph 16 of Article VII.
7. Optional Forms of Pension. An Employee may elect, with spousal consent, one of the following options with respect to the pension payable to him following his retirement. Any of these options may be elected only by a notice in writing on a form provided by the Pension Board, and, subject to Paragraph 8 of this Article V, to be made to such Board within the election period specified in Paragraph 8(a) of this Article V.

Death of either the Employee or his designated beneficiary or designated contingent annuitant prior to the effective date of an optional form of pension shall nullify any such option previously elected. Death at any time of either the Employee, or his designated beneficiary, or designated contingent annuitant after the effective date of an optional form of pension, shall not nullify any such option previously elected.

The monthly pension payable to an Employee who had elected an optional form of pension shall, during the term certain period pursuant to Paragraph 6 above, for a Normal Pension or a pension pursuant to Paragraph 13 of Article VII, for an Early Pension and for a Disability Pension be computed in accordance with the provisions of Paragraph 1, Paragraph 2, or Paragraph 3 of this Article V, respectively. The provisions of (a) and (b) below notwithstanding, should the Employee's death occur within the term certain period pursuant to Paragraph 6 above, any monthly amount payable to the designated beneficiary or to the designated contingent annuitant, shall, during the remainder of said term certain period, be the same as that which would have been payable to the Employee had he in fact still been living; provided, however, that the amount of any such monthly pension payments payable

with respect to a retired former Employee whose pension was payable pursuant to Paragraph 3 of this Article V shall be equal to that amount which would have been payable to such former retired Employee had he been or might have been eligible for any primary benefit unreduced by reason of age pursuant to any Social Security or comparable law of the United States of America.

The effective date of an optional form of pension shall be that date upon which the Five-Year Term Certain period commences as determined in accordance with Paragraph 6 of this Article V; on and after the effective date of an optional form of pension, the monthly amount of pension and the conditions with respect to its payment will be subject to the appropriate provisions of the options, which are as follows:

- (a) **Contingent Annuitant Option.** Such election will provide for an actuarially reduced pension payable during his life and a continuing pension after the death of the retired former Employee payable during the life of the designated contingent annuitant, in a monthly amount equal to either one hundred percent (100%) or fifty percent (50%) of his pension as it is actuarially reduced; provided, however, that only that portion of a monthly pension payable pursuant to Paragraph 3 of this Article V equal to that amount payable if the retired former Employee is or might be eligible for any primary benefit unreduced by reason of age pursuant to any Social Security or comparable law of the United States of America shall be actuarially reduced. Subject to Paragraph 8 of this Article V, an Employee having elected this option may, prior to its effective date, revoke this option only by submitting evidence satisfactory to the Pension Board of the contingent annuitant's good health.
- (b) **Years Certain and Life Option.** Such an election will provide for an actuarially reduced pension payable during his life and a continuation of such pension after the death of the former retired Employee to the designated beneficiary, provided, however, that only that portion of a monthly pension which is payable pursuant to Paragraph 3 of this Article V equal to that amount payable if the retired former Employee is or might be eligible for any primary benefit unreduced by reason of age pursuant to any Social Security or comparable law of the United States of America shall be actuarially reduced and payable to the designated beneficiary; and provided further that the period of payment beginning with and immediately following the month that the actuarially reduced pension became payable (prior to, during, and after the month of death of the retired former Employee), shall be limited to the elected 5, 10 or 15 year extended term certain period. If after the death of the second to die of the retired former Employee and his designated beneficiary, there then remain any monthly payments that would be necessary to complete the elected 5, 10 or 15 year extended term certain period, the present value of such remaining monthly payments will be paid to the estate of the last to die. For purposes of this Subparagraph (b), the present value of the remaining monthly payments shall be determined as of the date of the payment using an interest rate in accordance with the provisions of Paragraph 16 of Article VII. An Employee having elected this option may at any time prior to its effective date revoke this option by submitting written notice of such revocation to the Pension Board.
- (c) **100% Contingent Annuitant Pop-Up Option.** Such election will provide for an actuarially reduced monthly pension payable to the Employee for his life, with the continuance of monthly payments in such reduced amount after his death to his contingent annuitant during the lifetime of his contingent annuitant; provided, however, that if the contingent annuitant predeceases the Employee, no reduction in the monthly amount otherwise payable after this option becomes effective will be made with respect to monthly payments to the Employee after the death of the contingent annuitant.
- (d) **50% Contingent Annuitant Pop-Up Option.** Such election will provide for an actuarially reduced monthly pension payable to the Employee for his life, with the continuance of monthly payments equal to one-half of such reduced amount after his death to his contingent annuitant

during the lifetime of his contingent annuitant; provided, however, that if the contingent annuitant predeceases the Employee, no reduction in the monthly amount otherwise payable after this Option becomes effective will be made with respect to monthly payments to the Employee after the death of the contingent annuitant.

- (e) The pension payable to an Employee pursuant to this Paragraph 7 (but not to a contingent annuitant or a designated beneficiary) shall be subject to the provisions of Paragraph 5 of this Article V.
 - (f) Monthly payments which become payable to a contingent annuitant or a designated beneficiary pursuant to this Paragraph 7 shall commence in the month following that in which the death of the former retired Employee shall have occurred.
8. **Qualified Joint and Survivor Benefit.** Notwithstanding any other provision of this Pension Agreement, Joint and Survivor Benefits shall be paid as follows:
- (a) **Post-Retirement Qualified Joint and Survivor Benefit.** A pension shall be paid as provided in this Subparagraph (a) for an Employee
 - (i) who retires pursuant to Paragraph 1, 2 or 4 of Article IV or Paragraph 13 of Article VII, or who retires pursuant to Paragraph 3 of Article IV and elects pursuant to Paragraph 8(c) to have his pension paid as a Post-Retirement Qualified Joint and Survivor Benefit and
 - (ii) who, at the time his pension is to commence, has a spouse to whom he has been married through the 1-year period immediately preceding the first day of the first month for which a pension is payable pursuant to the terms hereof, provided that if the Employee marries within one year before the first day of the first month for which a pension is payable pursuant to the terms hereof, and he and his spouse have been married for at least a one year period ending on or before the date of his death, the Employee and his spouse shall be treated as having been married throughout the one-year period ending on the first day of the first month for which a pension is payable pursuant to the terms hereof, and
 - (iii) who survives to the first day of the first month for which a pension is payable pursuant to the terms hereof, and
 - (iv) who, at the time his pension is to commence, does not have in effect his election, consented to by his spouse, to waive his Post-Retirement Qualified Joint and Survivor Benefit.

If an Employee's retirement is pursuant to Paragraph 1, 2 (other than Special Early) or 4 of Article IV or Paragraph 13 of Article VII, the amount of the Employee's pension shall be actuarially reduced.

If the Special Early provision of Paragraph 2 of this Article V is applicable to an Employee, the amount of his pension shall be determined in accordance with such provision and that portion of his pension which equals the amount which otherwise would have been determined under Paragraph 2(a) of this Article V had the Special Early provision not been applicable shall be actuarially reduced.

If an Employee's retirement is pursuant to Paragraph 3 of Article IV and he elects pursuant to Paragraph 8(c) to have his pension paid as a Post-Retirement Qualified Joint and Survivor

Benefit, the amount of his pension shall be determined in accordance with Paragraph 3 of this Article V, and that portion of such pension which equals that amount which would be payable if such Employee were eligible for any primary benefit unreduced by reason of age pursuant to any Social Security or comparable law of the United States of America shall be actuarially reduced.

The last installment of the retired Employee's pension shall be payable for the month of the Employee's death. For the month following the Employee's death, there shall be a Survivor Benefit payable to the eligible spouse, if such spouse is then living. The amount of the Survivor Benefit payable to the spouse shall be fifty percent (50%) (or effective November 1, 2008, seventy-five percent (75%) if elected by the Employee) of the retired Employee's actuarially reduced pension or of that portion thereof which was actuarially reduced. The last installment of the spouse's Survivor Benefit shall be for the month of the spouse's death.

If an Employee shall have elected that his early retirement be payable pursuant to Paragraph 2(b)(i) of Article V, and his death occurs prior to the commencement of his pension, the amount payable to his spouse shall be determined as though such Employee had, instead, retired as of his date of death, his early retirement pension was determined pursuant to Paragraph 2(b)(ii) of Article V and there was not in effect his election that his pension not be paid as provided in this Subparagraph (a). If an Employee shall have remained after his Normal Retirement Date in the active employment of the Controlled Group and dies while in such employment, for purposes of this Subparagraph 8(a), the first day of the month in which his death occurs shall be considered to be the date of the commencement of his retirement benefit. The amount of benefit payable to the qualified spouse shall be based on a determination pursuant to Paragraph 1 of this Article V. The last installment of the benefit payable to a surviving spouse pursuant to this Paragraph shall be for the month of the spouse's death.

An Employee's election to waive the Post-Retirement Qualified Joint and Survivor Benefit under this Subparagraph (a) shall be filed with the Pension Board, on such form as it shall require, and may be made at any time during the period beginning no more than one hundred and eighty (180) days (effective November 1, 2008) before the date the Employee's pension is to commence and no less than thirty (30) days (eight (8) days, if the Employee and his spouse consent in the manner provided in this Subparagraph (a)) before the Employee's pension actually commences (the "election period"). An Employee may, at any time during the election period, file a written revocation of any election under this Subparagraph (a) with the Pension Board. The revocation will become effective at the time it is filed with the Pension Board. Not more than one hundred and eighty (180) days (effective November 1, 2008) nor less than thirty (30) days before the date a pension is to commence to an Employee or former Employee, the Employer shall furnish the Employee with a written explanation that notifies him of (A) the terms and conditions of the Post-Retirement Qualified Joint and Survivor Benefit, (B) his right to waive the Post-Retirement Qualified Joint and Survivor Benefit, with spousal consent, and the effect of such waiver, (C) the rights of his spouse with respect to the -Post-Retirement Qualified Joint and Survivor Benefit, (D) his right to revoke a waiver of the Post-Retirement Qualified Joint and Survivor Benefit and (E) a general description of the eligibility conditions, other material features and relative values of the optional forms of benefit available under this Pension Agreement. Notwithstanding the foregoing, the notice described in the preceding sentence may be provided less than thirty (30) days before the date the pension is to commence to an Employee, provided that (I) the Employee is informed of his right to consider the notice for at least thirty (30) days, (II) the notice is provided prior to the date the Employee's pension is to commence, and (III) the Employee's pension does not actually commence before the expiration of the seven (7)-day period beginning after the notice is provided. In addition, if an Employee's election is made in accordance with this Subparagraph (a) after the date that his pension is to commence, the Employee's pension shall actually commence not more than 90

days (or such longer period as occurs solely by reason of administrative delay) after the notice described in this Subparagraph (a) is provided to the Employee.

Any election made by an Employee to waive the Post-Retirement Qualified Joint and Survivor Benefit shall not be effective unless (a) he elects in lieu thereof to have his benefit paid under a contingent annuitant Option with his spouse as his contingent annuitant and with an amount equal to or in excess of fifty percent (50%) as the portion to be continued to his spouse, or (b) the Employee's spouse consents in writing (in form acceptable to the Pension Board) to such election and the spouse's consent acknowledges the effect of such election and is witnessed by a plan representative or a notary public, or (c) it is established to the satisfaction of a plan representative that the consent required under (b) may not be obtained because there is no spouse, because the spouse cannot be located, or because of such other circumstances as the Secretary of the Treasury may prescribe by regulations. A spouse's consent under this Subparagraph must acknowledge (i) the Employee's election to waive the Post-Retirement Qualified Joint and Survivor Benefit, (ii) the form of benefit elected by the Employee, (iii) the identity of the contingent annuitant or death beneficiary, if any, other than the spouse, designated by the Employee, and (iv) if applicable, that the benefit will be payable prior to the Employee's attainment of his Normal Retirement Age.

- (b) Pre-Retirement Qualified Joint and Survivor Benefit. A Survivor Benefit shall be paid in lieu of any pension otherwise payable under this Pension Agreement, as provided in this Subparagraph (b), to the surviving spouse of an Employee or former Employee described below, unless a survivor benefit is payable to such surviving spouse under the third to last paragraph of Subparagraph (a) of this Paragraph.
- (i) Active Employees. Upon the death of an Employee who had at least one hour of service or of paid leave after August 22, 1984, who has at least five years of credited service, who dies prior to the first day of the first period for which a pension is payable pursuant to the terms hereof while accumulating credited service, and who is survived by a spouse to whom he has been married for at least one (1) year immediately prior to his death, such surviving spouse shall be paid a Survivor Benefit, as follows:
- (A) In the case of such an Employee who dies after 30 years of credited service, after the attainment of age 55 and 10 years of credited service or after the attainment of age 65, the amount of the monthly Survivor Benefit payment to the surviving spouse shall be equal to the amount of the monthly retirement benefit the spouse would have received if the Employee had retired on the day before his death with an immediate 50% Post-Retirement Qualified Joint and Survivor Benefit, payable as described in Subparagraph (a) of this Paragraph 8. Such benefit shall commence on the first day of the month following the month in which the Employee would have attained his Normal Retirement Age (or if later, the first day of the month following the month in which the Employee dies) provided that the surviving spouse is living on such day, unless the surviving spouse elects to have such benefit commence on the first day of an earlier month.
- (B) In the case of such an Employee who dies before the completion of 30 years of credited service, on or before the attainment of age 55 and 10 years of credited service and on or before the attainment of age 65, the amount of the payment to the surviving spouse shall be equal to the amount of the monthly retirement benefit the spouse would have received if the Employee had (1) separated from service with the Controlled Group on the date of death, (2) survived to the date when he would have first become eligible for a retirement benefit

under the Plan, (3) retired on such earliest retirement date with an immediate 50% Post-Retirement Qualified Joint and Survivor Benefit as described in Subparagraph (a) of this Paragraph 8, and (4) died on the day after attaining such earliest retirement date. Such benefit shall commence on the first day of the month following the month in which the Employee would have attained his Normal Retirement Age (or if later, the first day of the month following the month in which the Employee dies) provided that the surviving spouse is living on such day, unless the surviving spouse elects to have such benefit commence on the first day of an earlier month; provided, however, that such benefit shall not commence earlier than the later of the first day of the month following the month in which the Employee dies or the first day of the month following the month in which the Employee would have become eligible to receive a retirement benefit under the Plan had he not died.

- (C) Notwithstanding the preceding provisions of this Subparagraph (b)(i), in the case of an Employee who (1) elects the 75% Post-Retirement Qualified Joint and Survivor Benefit or an optional form of pension that satisfies the requirements for a qualified joint and survivor annuity (within the meaning of section 417(b) of the Code), and (2) dies before the first day of the first month for which a retirement benefit is payable under this Pension Agreement, the Survivor Benefit payable to the surviving spouse (who is otherwise eligible pursuant to the provisions of this Subparagraph (b)(i)) shall be determined as if the Employee had retired (or survived to his earliest retirement date) with a retirement benefit payable immediately under the 75% Post-Retirement Qualified Joint and Survivor Benefit or the optional form of benefit elected by the Employee.
 - (D) The Survivor Benefit payable to the surviving spouse under this Subparagraph (b)(i) shall be based on the Employee's years of credited service and the provisions of this Pension Agreement in effect as of the date of his death.
 - (E) In lieu of the Survivor Benefit otherwise payable under Clause (B), above, the surviving spouse may irrevocably elect to receive an immediate annuity payable for such spouse's life which is the actuarial equivalent of the Survivor Benefit described in Clause (B). The actuarial equivalent benefit shall be computed using the mortality table and interest rate equal to the mortality table and interest rate which would be used (as of the first of the year in which the benefits will commence) by the Pension Benefit Guaranty Corporation for the purpose of calculating annuities. Such reduced immediate annuity will commence on the first day of the month next following the month of the Employee's death and shall continue for the spouse's lifetime.
- (ii) Former Employees. Upon the death of a former Employee who had at least one hour of service or of paid leave after August 22, 1984, who has at least five years of credited service, who dies before the commencement of retirement benefits under this Plan, who is survived by a spouse to whom he has been married for at least one (1) year immediately prior to his death, and who has not effectively waived the Pre-Retirement Qualified Joint and Survivor Benefit provided hereunder, such surviving spouse shall be paid a Survivor Benefit as follows:
- (A) The amount of the former Employee's pension otherwise payable shall be reduced by five-tenths of one percent (5/10ths of 1%) for each year that the Pre-Retirement Qualified Joint and Survivor coverage is in effect, calculated

to the nearest one twelfth (1/12) of the year and commencing with the later of (i) the date the former Employee was first allowed to waive the Pre-Retirement Qualified Joint and Survivor Benefit and (ii) the date the former Employee was notified of his right to waive the Pre-Retirement Qualified Joint and Survivor Benefit.

- (B) In the case of such a former Employee who dies after 30 years of credited service, after the attainment of age 55 and 10 years of credited service or after the attainment of age 65, the amount of the monthly Survivor Benefit payment to the surviving spouse shall be equal to the amount of the monthly retirement benefit the spouse would have received if the former Employee had retired on the day before his death with an immediate 50% Post-Retirement Qualified Joint and Survivor Benefit payable as described in Subparagraph (a) of this Paragraph 8, with the payments under such Post-Retirement Qualified Joint and Survivor Benefit to be computed based on the accrued benefit of the former Employee reduced pursuant to Clause (A), above. Such benefit shall commence on the first day of the month following the month in which the former Employee would have attained his Normal Retirement Age (or if later, the first day of the month following the month in which the former Employee dies) provided that the surviving spouse is living on such day, unless the surviving spouse elects to have such benefit commence on the first day of an earlier month.
- (C) In the case of such a former Employee who dies before the completion of 30 years of credited service, on or before the attainment of age 55 and 10 years of credited service and on or before the attainment of age 65, the amount of the payment to the surviving spouse shall be equal to the amount of the monthly retirement benefit the spouse would have received if (1) the former Employee had separated from service with the Controlled Group on the date of death, (2) survived to the date when he would have first become eligible for a retirement benefit under the Plan, (3) retired on such earliest retirement date with an immediate 50% Post-Retirement Qualified Joint and Survivor Benefit as described in Subparagraph (a) of this Paragraph 8, and (4) died on the day after attaining such earliest retirement date, with the payments under such Post-Retirement Qualified Joint and Survivor Benefit to be computed based on the accrued benefit of the former Employee as reduced pursuant to Clause (A) above. Such benefit shall commence on the first day of the month following the month in which the former Employee would have attained his Normal Retirement Age (or if later, the first day of the month following the month in which the former Employee dies) provided that the surviving spouse is living on such day, unless the surviving spouse elects to have such benefit commence on the first day of an earlier month; provided, however, that such benefit shall not commence earlier than the later of the first day of the month following the month in which the Employee dies or the first day of the month following the month in which the former Employee would become eligible to receive a retirement benefit under the Plan had he not died.
- (D) Notwithstanding the preceding provisions of this Subparagraph (b)(ii), in the case of a former Employee who (1) elects the 75% Post-Retirement Qualified Joint and Survivor Benefit or an optional form of pension that satisfies the requirements for a qualified joint and survivor annuity (within the meaning of section 417(b) of the Code), and (2) dies before the first day of the first month for which a retirement benefit is payable hereunder, the Pre-Retirement

Qualified Joint and Survivor Benefit payable to the surviving spouse (who is otherwise eligible pursuant to the provisions of this Subparagraph (b)(ii)) shall be determined as if the former Employee had retired (or survived to his earliest retirement date) with a retirement benefit payable immediately under the 75% Post-Retirement Qualified Joint and Survivor Benefit or the optional form of benefit elected by the former Employee.

- (E) The Survivor Benefit payable to the surviving spouse under this Subparagraph (b)(ii) shall be based on the former Employee's years of credited service and the provisions of this Pension Agreement in effect as of the date of the termination of his employment.
 - (F) A former Employee may elect to waive the Pre-Retirement Qualified Joint and Survivor Benefit during the period beginning on the later of his attainment of age 35 and the date of his separation from service and ending on the date of his death, provided that the election period for a former Employee shall not begin later than the date on which he ceases to be an Employee. A waiver of a Pre-Retirement Qualified Joint and Survivor Benefit must be in writing (on a form acceptable to the Pension Board) and must be consented to by the former Employee's spouse unless the Pension Board finds that such written consent may not be obtained because there is no spouse, because the spouse cannot be located, or because of any other reason prescribed in regulations promulgated by the Secretary of the Treasury. The spouse's consent must be witnessed by a plan representative or a notary public. Any consent necessary under this provision will be valid only with respect to the spouse who signs the consent. A former Employee may revoke a prior waiver without the consent of the spouse at any time before the commencement of benefits. The number of revocations or waivers shall not be limited.
 - (G) Within whichever of the following periods ends last: (i) the period beginning with the first day of the Plan Year in which the Employee attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which the Employee attains age 35; (ii) a reasonable period after the individual becomes an Employee; or (iii) a reasonable period after separation from service in case of an Employee who separates before attaining age 35, the Pension Board shall provide to each Employee a written explanation of the following:
 - (I) the terms and conditions of the Pre-Retirement Qualified Joint and Survivor Benefit,
 - (II) the Employee's right to make, and the effect of, the election to waive the Pre-Retirement Qualified Joint and Survivor Benefit,
 - (III) the rights of the Employee's spouse under this Subparagraph, and
 - (IV) the right to make, and the effect of, a revocation of an election to waive the Pre-Retirement Qualified Joint and Survivor Benefit.
- (iii) Transitional Rule.
- (A) The following shall apply to a former Employee who separated from service prior to August 23, 1984 but after October 31, 1976. If such former Employee was credited with one (1) hour of service on or after November 1, 1976, has a

right to receive a deferred vested pension under the Plan, and has not begun to receive retirement benefits, such former Employee may elect a Pre-Retirement Qualified Joint and Survivor Benefit on the terms described in Subparagraph (b)(ii). The amount of his pension, and any applicable Survivor Benefit, shall be reduced as described in Clause (A) of Subparagraph (b)(ii).

- (B) The election described above may be made by such former Employee during the period beginning on August 23, 1984 and ending on the earlier of his benefit commencement date or the date of his death.
- (iv) Prior to the commencement of any Survivor Benefit payable pursuant to this Subparagraph (b), in the event that the present value of the surviving spouse's Survivor Benefit does not exceed \$5,000, the Pension Board shall cause to be paid to the surviving spouse in lieu of the Survivor Benefit a single sum equal to the present value of the surviving spouse's Survivor Benefit. Further, in lieu of the Survivor Benefit payable pursuant to this Subparagraph (b), effective on and after November 1, 2013, a surviving spouse may elect to receive the entire Survivor Benefit in a lump sum payment which is equal to the present value of the Survivor Benefit; provided, however, this lump sum option shall not be available to a surviving spouse if the present value (determined as of the first day of the month following the Employee's death) of the Survivor Benefit is more than \$100,000. Such an election may be made (and may be rescinded) solely by an instrument (in a form acceptable to the Pension Board) signed by the spouse and filed with the Pension Board at any time prior to the time such Survivor Benefit commences. This lump sum payment option shall cease to be available if payment is not made on or before the first day of the month immediately following the month that includes the six-month anniversary of the Employee's death. For purposes of this Paragraph, the present value of the Survivor Benefit shall be determined as of the date of the distribution and by using the applicable interest rate and applicable mortality table (as such terms are defined in Article VII, Paragraph 16).
- (v) For purposes of this Subparagraph (b), the spouse or surviving spouse shall be the spouse to whom the Employee or former Employee was married at the time of his death, provided that a former spouse will be treated as a surviving spouse to the extent provided under a qualified domestic relations order as described in section 414(p) of the Code.
- (c) In the event an Employee who is eligible for Disability Retirement pursuant to Article IV, Paragraph 3 of this Pension Agreement shall not waive the Pre-Retirement Qualified Joint and Survivor Benefit provided as set forth in Article V, Paragraph 8(b) of this Pension Agreement ("Pre-Retirement Benefit"), such disabled Employee shall receive the benefit as provided pursuant to Article IV, Paragraph 3 of this Pension Agreement and his spouse shall be entitled to the Pre-Retirement Qualified Joint and Survivor Benefit in the event of the disabled Employee's death prior to age 65 (or the applicable Normal Retirement Date). The Employee shall be eligible to make an election with respect to his Normal Retirement benefit pursuant to the provisions of Article V, Paragraphs 7 (a) or (b) of this Pension Agreement.

In the event a disabled Employee who is eligible for Disability Retirement pursuant to Article IV, Paragraph 3 of this Pension Agreement shall

- (i) waive the Pre-Retirement Qualified Joint and Survivor Benefit and
- (ii) elect a 50% or 75% Post-Retirement Qualified Joint and Survivor Benefit as set forth in Article V, Paragraph 8(a) of this Pension Agreement or an optional form of pension

pursuant to Article V, Paragraph 7 of this Pension Agreement ("Post-Retirement Benefit"),

such disabled Employee shall receive the benefit as provided by his election and his spouse, contingent annuitant or beneficiary, as applicable, shall be entitled to the survivor benefit attributable to such election. The election of the Post-Retirement Benefit made at the time of his disability retirement will be deemed final and irrevocable. Upon reaching age 65 (or the applicable Normal Retirement Date), the Employee shall not be eligible to make any other election with respect to retirement benefits.

9. **Death Benefit.** Upon the death of a former Employee who shall have retired on or after the effective date of this Pension Agreement and who is receiving a monthly pension pursuant to Paragraph 1 or 2 of this Article V or pursuant to Paragraph 13 of Article VII, a payment in the amount of \$4,500 shall be paid to such former Employee's surviving spouse or Estate. The payment shall be payable within 31 days after due proof of the former Employee's death is received by the Employer.
10. **Optional Lump Sum Payment.** Subject to Paragraph 8(a), in lieu of the forms of payment otherwise provided in this Article V, effective on and after November 1, 2013, an Employee may elect with spousal consent, prior to the commencement of his Normal, Early or Deferred Vested Pension, to receive his entire pension in the form of a single lump sum payment equal to the actuarial equivalent present value (determined at the time of payment) of his pension payable at his normal retirement age; provided, however, that this lump sum option (a) shall not be available to an Employee who is eligible for and elects to receive a Permanent and Total Disability Pension, (b) shall not be available to an Employee whose pension has an actuarial equivalent present value of more than \$100,000, determined as of the first day of the month following the Employee's termination of employment, and (c) shall only be available to an Employee if payment of his pension is made on or before the first day of the month immediately following the month that includes the six-month anniversary of his termination of employment.

ARTICLE VI

Claims and Appeals Procedure

1. **Claims.** Any Employee, former Employee or spouse thereof (hereinafter referred to as a "claimant") who believes that he is entitled to receive a benefit under this Pension Agreement shall file a claim in writing with the Company's Pension Department. If the claim is wholly or partially denied by the Pension Department, the Pension Department shall notify the claimant in writing of such denial.
2. **Appeals**
 - (a) If any dispute shall arise between the Employer, the Company, or the Pension Board, and any applicant for a pension or former Employee who is on pension with reference to eligibility, age, credited service or amount of pension, such dispute may be taken up as a grievance under the grievance provisions of the CBA, omitting, however, all steps preceding presentation of the grievance to the Labor Relations Department of the Employer. If any such grievance shall be taken to arbitration in accordance with such procedure, the arbitrator, insofar as it shall be necessary to the determination of such grievance, shall have authority only to interpret and apply the provisions of this Part I - Pension and the provisions of the CBA. He shall have no authority to alter, add to or subtract from any provision of this Part I - Pension and his decision on any grievance properly referred to him shall be binding upon the Employer, the Pension

Board, the Union, and the Employee, former Employee, spouse, surviving spouse, or contingent annuitant concerned therein.

- (b) If after a claim for a Permanent and Total Disability Pension is denied by the Company's Pension Department there remains a dispute with the issue of whether an Employee is, or whether a former Employee continues to be, permanently or totally disabled within the meaning of Paragraph 3 of Article IV, such dispute shall be resolved as follows:

The Employee or former Employee shall be examined by a physician appointed for that purpose by the Pension Board, and by a physician appointed for that purpose by the Local Union representing said Employee or former Employee. If they shall disagree concerning permanent and total disability, the question shall be submitted to a third physician selected by said two physicians. The medical opinion of the third physician, after examination of the Employee or former Employee and reviewing any medical information supplied by the other two physicians, shall decide such question, and such decision shall be binding upon the Employer, the Pension Board, the Union and the Employee or former Employee concerned therewith. The fees and expenses of the third physician shall be shared equally by the Employer and the Local Union. If the third physician consults with the physician appointed by the Pension Board, he or she shall also consult with the physician appointed by the Local Union.

- (c) The procedures in Paragraph 2(b) above shall also apply to a dispute between the Employer and an Employee who has been released from employment under the provisions of Paragraph 11(a) or (b) of Article VII, as to whether such Employee, at the time of his termination, was physically or mentally unable to perform the work of his classification or that of another classification to which he might be eligible for transfer.

3. In the event the CBA is terminated during the term of this Pension Agreement, the grievance provisions of the CBA shall be considered to be in effect for the processing of grievances under Paragraph 2(a), above.

ARTICLE VII

General Provisions of Pension Agreement

1. Each application for a pension or other benefit payable under the Plan, each selection of any option provided for by the Plan, and each designation of a beneficiary or a contingent annuitant provided for by the Plan, shall be in writing on a form provided by the Pension Board and shall be made to the Pension Board or to such representative as it may designate within, except as specifically otherwise provided, the election period specified in Paragraph 8(a) of Article V. Spousal consent to any election of an option or designation of a beneficiary or a contingent annuitant, when required, shall also be in writing, shall acknowledge the effect of the consent and shall be witnessed by a representative of the Pension Board or acknowledged before a notary public. The Employee shall, upon his application for a Permanent and Total Disability Pension, also make application for a Disability Insurance Benefit under the Social Security law and take reasonable and necessary action, including a request for reconsideration of an initial denial, in order to assure proper consideration of such application. The Pension Board may require any applicant for a pension, or a former Employee on pension to furnish it with such information, including marital status, certificates, and other evidence including a certificate as to the Social Security benefit of such applicant or former Employee, as may reasonably be required. The Employer shall render assistance to an Employee in his request for a reconsideration of an initial denial of an award for a Disability Insurance Benefit under the Social Security law. If such applicant or former Employee fails

or refuses to furnish such information, certificates and other evidence, the Pension Board may compute any pension on the basis of estimates which in its judgment are reasonable. Notwithstanding any other provision of this Pension Agreement, the beneficiary of an Employee who is married at the time of his or her death shall automatically be the surviving spouse of the Employee unless such spouse has consented, in the manner provided above, to the designation of an alternative beneficiary.

2. Notwithstanding the provisions of Articles IV and V, if a retired or former Employee should return to employment in any capacity with an Employer or any subsidiary of the Company, the payment of his pension shall be suspended during the period of such employment to the extent permitted by applicable law. Moreover, if he should return to employment as an Employee (as defined in Paragraph 3 of Article II), his right to receive any further pension payments based on his prior retirement or other termination of employment shall terminate; however, the Employee will become entitled to a pension by reason of his subsequent retirement or other termination of employment based on the Plan in effect at such time.
3. For purposes of this Pension Agreement, a period of "credited service," or periods of "credited service" shall be a period, or periods during which an Employee accumulates seniority and will be computed on the basis used for computing seniority as provided in the CBA. Credited service shall be computed on one-twelfth (1/12) year for each completed month during which the Employee shall have accumulated seniority. Credited service shall be terminated by retirement. Effective until November 1, 1988, credited service shall not include service with the Employer after the Employee attains age 65.

Except as otherwise provided herein, an Employee's credited service shall be terminated by termination of seniority as provided in the CBA. If an Employee's seniority is terminated prior to the date he would first be eligible for a pension pursuant to Paragraph 4 of Article IV, such period, or periods, of credited service so terminated and successive periods of credited service, if any, may be cumulative and included as credited service as follows: (i) prior to November 1, 1985, successive periods of credited service shall be cumulative and included as credited service unless such periods are separated by a period of consecutive completed months during which the Employee accumulates no seniority and the number of such consecutive completed months equals or exceeds the next preceding number of months of that portion of the Employee's aggregate credited service which, previously, has not been terminated and not included; (ii) if an Employee's credited service is terminated for a reason other than retirement and after he would be eligible for a pension pursuant to Paragraph 4 of Article IV, his then prior credited service which, previously, has not been terminated and not included and any succeeding period or periods of credited service shall be cumulative. Beginning on and after November 1, 1985, such prior credited service shall be included only if (iii) the conditions specified in (i) or (ii) are satisfied or (iv) the period of time (computed to the nearest one-twelfth of a year) between the prior retirement or termination of employment and the date the Employee is rehired is less than five years. If an Employee's credited service is terminated and the Employee subsequently accumulates seniority within the 12-month period immediately following such termination of credited service, the number of completed months during which he did not accumulate seniority shall be considered credited service; provided, however, that if an Employee's credited service is terminated because the Employee is absent from work on unpaid leave for maternity or paternity reasons, provided such absence begins on or after November 1, 1985, and the Employee subsequently accumulates seniority within the 24-month period immediately following such termination of credited service, the number of completed months during which he did not accumulate seniority shall be considered credited service. In addition, an Employee's credited service, for purposes of computing the amount of any pension for which he is eligible under the Plan (as distinguished from his eligibility for a pension), shall not include any period of credited service credited to the Employee while on unpaid leave for maternity or paternity reasons that would not have been credited to him if the absence from work was for any other reason. For purposes of this Pension Agreement, an absence from work for maternity or paternity reasons means an absence

- (A) by reason of the pregnancy of the Employee,

- (B) by reason of the birth of a child of the Employee,
- (C) by reason of the placement of a child with the Employee for adoption, or
- (D) for purposes of caring for any such child for a period beginning immediately following the birth or placement.

An absence from work will be treated as an absence for maternity or paternity reasons only if and to the extent that the Employee furnishes to the Pension Board such timely information as it may reasonably require to establish that the absence is for one or more of the four maternity or paternity reasons specified herein and to establish the number of days of absence attributable to such reason or reasons.

(b) No Employee shall receive credited service under this Paragraph 3 for the same period of employment with the Employer.

(c) Except as provided in the preceding paragraphs, no credited service which was terminated and was not included with respect to an Employee prior to the Effective Date shall be included pursuant to this Paragraph 3. In determining the amount of any pension under this Pension Agreement, credited service shall not include any such service with respect to which an Employee shall have received a severance award or special distribution pursuant to Paragraph 11, Paragraph 13 or Paragraph 14 of this Article VII or a special distribution or similar distribution pursuant to the provisions of any other Pension and Insurance Agreement or plan provided for Employees by the Employer.

(d) Notwithstanding the preceding provisions of this Paragraph 3 or any provisions of the Pension Agreement, the Plan or the CBA, an Employee who is a Post-2008 Employee shall not receive credited service under the Pension Agreement or the Plan for any period of time after December 31, 2013 for purposes of determining the amount of any pension or other benefit payable to, or with respect to, such a Post-2008 Employee, but shall receive credit for periods of service after December 31, 2013 for purposes of vesting in or eligibility for a pension under the Plan to the extent such pension had accrued as of December 31, 2013.

4. The Employer agrees, so long as this Pension Agreement is in effect, to maintain the Plan and to provide in a pension trust or trusts and/or by means of an insurance company contract or contracts, established or entered into for the purpose of providing pension benefits, assets of an amount estimated, on a sound actuarial basis, to be sufficient to pay all pensions theretofore awarded to Employees on their respective retirement dates under this Pension Agreement. Such estimate and determination shall be made at annual intervals.
5. In the event the Internal Revenue Service shall require any modification of the Plan, as modified in accordance with the provisions of this Pension Agreement as a condition of the Company obtaining and retaining the approval referred to in Article I of this Pension Agreement, the Employer shall promptly notify the International Union of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, if such requested modifications are material to any of the provisions of this Pension Agreement, and said Union and the Employer shall meet within 10 days for the purpose of negotiating regarding such modification.
6. No Employee eligible to receive a pension under this Pension Agreement shall receive any other pension under any voluntary non-contributory plan provided for Employees by the Company and in effect prior to May 1, 1950.
7. No Employee, prior to his retirement under conditions of eligibility for pension benefits, shall have any right or interest in or to any portion of any funds which may be paid into any pension trust or trusts heretofore or hereafter established for the purpose of paying pensions, and no Employee, beneficiary,

contingent annuitant or spouse shall have any right to pension benefits except to the extent provided in this Pension Agreement. Employment rights shall not be affected by reason of this Pension Agreement.

8. Except as provided by Code section 414(p) or section 206(d) of the Act relating to qualified domestic relations orders, no assignment, pledge, or encumbrance of any pension will be permitted or recognized and no pension shall be subject to attachment or to legal process for debts of pensioners.
9. The Employer shall have the right to terminate this Pension Agreement as hereinafter provided in Paragraph 3 of Part IV, "Duration and Termination."
10. Notwithstanding any of the foregoing provisions:
 - (a) The period of any absence of an Employee on leave for employment by any Local Union in other than an official or representative capacity, shall be excluded in determining his credited service for purposes of this Pension Agreement.
 - (b) The period of any absence granted by the Employer to an Employee for the purpose of representing the Local Union in an official or representative capacity on a State, County, or City Council of the AFL-CIO or as representative of a Local Union, for employment with the International Union (but, in the case of Employees employed by the International Union, only for Employees accruing credited services on the Effective Date) or for full-time duty with the credit union of a Local Union shall be included in determining his credited service for purposes of this Pension Agreement.
11. (a) Severance Award. The Employer will pay, at the Employee's election, a severance award to an Employee who is released from employment because he becomes physically or mentally unable to perform the work of his classification or that of another classification to which he might be eligible for transfer, provided he has 3 or more years of credited service and is ineligible for a pension. If the amount of such severance award, as determined below, exceeds \$5,000, the payment of such award shall be in the form of a monthly annuity which is actuarially equivalent to the severance award, payable in the same manner as provided for a pension under Paragraph 8 of Article V hereof, unless the Employee and his spouse consent to the payment of the severance award in a lump sum. Subject to the preceding sentence, a severance award shall be payable in a lump sum, as follows:
 - (i) An amount equal to one week's pay for each year of credited service for an Employee having at least 3, but less than 10, years of credited service.
 - (ii) An amount equal to 1 1/4 weeks' pay for each year of credited service for an Employee having at least 10, but less than 15, years of credited service.
 - (iii) An amount equal to 1 1/2 weeks' pay for each year of credited service for an Employee having at least 15, but less than 20, years of credited service.
 - (iv) An amount equal to 2 weeks' pay for each year of credited service for an Employee having 20 or more years of credited service.

In no event will the amount of the severance award as computed above be less than an amount equal to \$500 multiplied by the number of years of credited service.

(b) Special Distribution

(i) An Employee who is eligible for a pension pursuant to Article IV, but would otherwise be eligible for a severance award pursuant to Paragraph 11(a) above may elect, with spousal consent, to receive, in lieu of such pension, a special distribution equal to the greater of an amount determined in accordance with Paragraph 11(a) above and an actuarially determined amount representing the single sum value of the said pension at the date of such release from employment (expressed as a single life annuity payable commencing at age 65), which single sum value shall be determined as of the date of distribution and by using the “applicable interest rate” and “applicable mortality table” in accordance with the provisions of Paragraph 16 of this Article VII.

(ii) An Employee

(A) who is on layoff and has recall rights;

(B) whose layoff has continued for at least one (1) year (except that recall to work for a period of less than three (3) months' duration shall not interrupt the running of the one-year period of continuous layoff and that the Employer may determine on the basis of the Employee's prospects of re-employment by the Employer to permit earlier election); and

(C) who was, on the date of his election, eligible for a pension pursuant to Article IV

may elect, with spousal consent, to receive in lieu of such pension, a special distribution equal to the greater of an amount determined in accordance with Paragraph 11(a) above and an actuarially determined amount representing the single sum value of the said pension at the date of the Employee's release from employment (expressed as a single life annuity payable commencing at age 65), which single sum value shall be determined as of the date of distribution and by using the “applicable interest rate” and “applicable mortality table” in accordance with the provisions of Paragraph 16 of this Article VII. An Employee upon his election, with spousal consent, to receive a distribution pursuant to this Paragraph shall be deemed to have terminated his employment with the Employer. No Employee shall receive a special distribution under both Clause (b)(i) and (b)(ii) of this Paragraph 11.

- (c) Severance awards above shall be computed by multiplying the Employee's week's pay by his number of years of credited service, computed to completed months for a fractional year.
- (d) A week's pay shall be computed by multiplying the Employee's average hourly earnings by the number of hours in the standard work week of the Employee's classification.
- (e) The term "average hourly earnings" as used in this Paragraph shall mean the straight time average hourly earnings for the Employee during the last four pay periods during which he worked in the bargaining unit and is to be computed by dividing the total hours worked into the total straight time earnings, including night work differential. In computing the average hourly earnings, hours and earnings will be disregarded for any period during which the Employee has not qualified for regular rate payments on a classification to which he has been transferred or on which he had been rehired. Hours worked immediately prior to the four week period will be used if necessary to provide a base period equivalent to a standard work week.

- (i) The first four pay periods after the 180th day prior to the last week of active employment during which he worked in the bargaining unit shall be used in determining average hourly earnings if in such period he had higher average straight time hourly earnings than he had in the most recent four pay periods.
 - (ii) If, when applying for a severance award, an Employee notifies the Employer of a period of four continuous pay periods in the above-mentioned 180 day period during which he worked in the bargaining unit in which he had higher average straight time hourly earnings than in either period mentioned above, such period shall be used in determining average hourly earnings.
- (f) An election with spousal consent, to receive a special distribution may be made only by a notice in writing on a form provided by the Pension Board, and, in the case of an election pursuant to Paragraph 11(b)(i), within 30 days from the date such Employee was released from employment, or in the case of an election pursuant to Paragraph 11(b)(ii) during that period of consecutive weeks defined in Paragraph 13 of this Article VII; otherwise, such Employee shall be deemed forever to have waived his right to such special distribution in lieu of such pension.
- (g) A special distribution shall be payable on the first day of the month following the Employee's election filed pursuant to subparagraph (f) of this Paragraph (the "Payment Date"). A special distribution with a value of \$5,000 or less shall be paid to the Employee on the Payment Date in a single lump sum equal to such value. A special distribution with a value in excess of \$5,000 shall be paid, to a married Employee, in the form of a Post-Retirement Qualified Joint and Survivor Benefit as provided in Paragraph 8 of Article V, or to an unmarried Employee, in the form of a single life annuity, which, in either case, has a value actuarially equivalent, as of the Payment Date, to the value of the special distribution; provided, however, that if an Employee entitled to a special distribution with a value in excess of \$5,000 so elects (with, in the case of a married Employee, the consent of his spouse), the special distribution shall be paid to the Employee on the Payment Date in a single lump sum equal to such value.
- (h) An Employee who elects either a severance award pursuant to Article VII, Paragraph 11(a) of this Pension Agreement or a special distribution pursuant to Article VII, Paragraph 11(b) of this Pension Agreement shall be deemed to have terminated his seniority with the Employer and shall not have a right to any other pension.
12. The International Union shall be furnished with such pertinent information as it may reasonably request, from time to time concerning the operation of and administration of this Pension Agreement, insofar as it affects Employees, or former Employees receiving pensions. Similar information shall be furnished at the local level with reference to Employees of that respective plant.
13. In the event of a plant closure (including a partial plant closure as defined in Part IV):
- (a) An Employee whose employment is terminated due to a plant closure or who elects to terminate his employment due to a partial plant closure and who then has 23 or more years of credited service and is not otherwise eligible for an unreduced pension shall not be eligible for a deferred vested pension but shall be eligible for an immediate pension (the provisions of Paragraph 4, Article IV notwithstanding). The amount of such immediate pension shall be determined in accordance with Paragraph 1 of Article V and based on his then credited service.
 - (b) An Employee whose employment is terminated due to a plant closure or who elects to terminate his employment due to a partial plant closure and who then shall have attained age 55 and completed 5 or more years of credited service shall be eligible for a pension pursuant to

Paragraph 2 of Article IV; provided, however, that the early retirement reduction because of age pursuant to Paragraph 2 of Article V shall not be applicable.

- (c) The Employer will pay a severance award determined in accordance with Paragraph 11(a) and subject to Paragraph 11(g) of this Article VII (but no other pension or other benefit under this Pension Agreement) to an Employee at the closed plant who is released from employment as a result thereof, provided such Employee has 3 or more years of credited service and is ineligible for a pension.
- (d) An Employee whose employment is terminated due to a plant closure or who elects to terminate his employment due to a partial plant closure and who is eligible for a pension pursuant to Article IV, may elect, with spousal consent, to receive, in lieu of such pension, a special distribution determined in accordance with Paragraph 11(b)(i) of this Article VII. Such election may be made with the consent of the Employee's spouse, if any, only by a notice in writing on a form provided by the Pension Board, and to be made to such Board within 120 days following the Employee's termination of employment.

The pension payable pursuant to (a) above shall commence in the month following the earlier of his application for such pension and the expiration of the period described in (d) above.

- 14. If at the date an Employee's service with the Controlled Group shall terminate, the then actuarially determined single sum value of any benefit to which he is entitled pursuant to Article IV is not in excess of five thousand dollars (\$5,000) and no other special distribution or severance award may be made under this Pension Agreement, the Employer shall make a distribution to such Employee in a single sum equal to such single sum value in lieu of such benefit.
- 15. Notwithstanding any other provision of this Pension Agreement, distribution of any pension must commence no later than April 1 of the calendar year following the calendar year in which the Employee attains age 70-1/2 without regard to the Employee's actual date of retirement. The Post-Retirement Qualified Joint and Survivor Benefit set forth in Article V, Paragraph 8 of this Pension Agreement shall be the automatic form of benefit for Employees who receive payment pursuant to this Paragraph unless such automatic form of benefit is waived by both the Employee and the Employee's spouse as provided in the last two paragraphs of Article V, Paragraph 8(a) of this Pension Agreement. After commencement of the benefit set forth in this Paragraph, the form of benefit may not be altered, but the amount of the benefit shall be adjusted each January 1 to reflect additional service by the Employee.
- 16. Table of Pension Equivalent Factors. The amount of an actuarially reduced deferred vested pension payable pursuant to Paragraph 4 of Article V; an actuarially reduced pension payable on an optional form pursuant to Paragraph 7 of Article V; an actuarially reduced pension payable pursuant to Subparagraph (a) of Paragraph 8 of Article V; or the amount of a special distribution payable pursuant to Paragraph 11(b) or Paragraph 13 of this Article VII shall be determined by the appropriate pension equivalent factor in the Table of Pension Equivalent Factors which are incorporated herein by reference. Notwithstanding the preceding provisions of this Paragraph 16, the interest rate and mortality assumption used to determine (a) an actuarially reduced deferred vested pension payable pursuant to Paragraph 4 of Article V for the months, if any, preceding the month in which an Employee will attain age 55, or (b) the present value or single sum value for any purpose shall be the applicable interest rate and applicable mortality table (as defined in the following sentences). For purposes of the preceding sentence, (i) for distributions made in Plan Years commencing on or after November 1, 2008 and prior to November 1, 2013, the "applicable interest rate" shall mean the "applicable interest rate" within the meaning of section 417(e)(3) of the Code and regulations and rulings promulgated thereunder, for the second calendar month preceding the month which includes the date of distribution, and (ii) for distributions made in Plan Years commencing on or after November 1, 2013, the "applicable interest rate" shall mean the "applicable interest rate" within the meaning of section 417(e)(3) of the Code and

regulations and rulings promulgated thereunder, for the month of June in the Plan Year immediately preceding the Plan Year which includes the date of distribution. Notwithstanding the preceding sentence, in determining the present value or single sum value for any purpose during the period from November 1, 2013 through October 31, 2014, such present value or single sum value shall be the greater of the amount determined using the interest rate specified in clause (i) of the preceding sentence and the amount determined using the interest rate specified in clause (ii) of the preceding sentence. For purposes of the preceding provisions of this Paragraph 16, for distributions made in Plan Years commencing on or after November 1, 2008, the "applicable mortality table" shall mean the "applicable mortality table" prescribed by the Internal Revenue Service pursuant to section 417(e)(3) of the Code for the Plan Year which includes the date of distribution.

17. **Transfers of Eligible Rollover Distributions.** If an Employee, his or her spouse, his or her former spouse who is an alternate payee, or effective January 1, 2007 a beneficiary who is a designated beneficiary within the meaning of section 401(a)(9) of the Code (each of which are hereinafter referred to as the "distributee") is eligible to receive a distribution from the Plan that constitutes an "eligible rollover distribution" (as defined below) and the distributee elects to have all or a portion of such distribution paid directly to an "eligible retirement plan" (as defined in section below) and specifies the eligible retirement plan to which the distribution is to be paid, such distribution (or portion thereof) shall be made in the form of a direct rollover to the eligible retirement plan so specified. A distributee may not elect a direct rollover of a portion of an eligible rollover distribution unless the amount to be rolled over is at least \$500. A direct rollover is a payment made to the eligible retirement plan so specified for the benefit of the distributee. Notwithstanding the preceding provisions of this Section, a direct rollover of an eligible rollover distribution shall not be made if distributee's eligible rollover distributions for a fiscal year of the Plan are reasonably expected to total less than \$200. For purposes of this Paragraph, an "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the distributee, except that an "eligible rollover distribution" does not include: (A) any distribution that is one of a series of substantially equal periodic payments (paid not less frequently than annually) over the life (or life expectancy) of the distributee or the joint lives (or life expectancies) of the distributee and the distributee's designated beneficiary or for a specified period of ten years or more; (B) any distribution to the extent required under section 401(a)(9) of the Code; (C) the portion of any distribution that is not includible in gross income; (D) any distribution which is made upon the hardship of the Employee; and (E) such other amounts specified in Treasury regulations and rulings, notices or announcements issued under section 402(c) of the Code. For purposes of this Paragraph, the term "eligible retirement plan" means an individual retirement account or annuity described in section 408 of the Code, a defined contribution plan that meets the requirements of section 401(a) of the Code and accepts rollovers, an annuity plan described in section 403(a) of the Code, or any other type of plan that is included within the definition of "eligible retirement plan" under section 401(a)(31)(E) of the Code. An "eligible retirement plan" shall also mean an annuity contract described in section 403(b) of the Code, an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan and, effective November 1, 2008, a Roth IRA described in section 408A(b) of the Code. The preceding definition of "eligible retirement plan" shall apply in the case of a distribution to a spouse after an Employee's death, or to a spouse or former spouse who is an alternate payee. However, in the case of a distributee other than the Employee, spouse or former spouse who is an alternate payee, the term "eligible retirement plan" shall mean only an individual retirement account or annuity described in section 408 of the Code. The Pension Board shall prescribe reasonable procedures for elections to be made pursuant to this Paragraph. Effective March 28, 2005, in the case of an eligible rollover distribution that exceeds \$1,000 but does not exceed \$5,000 and that is payable to an Employee prior to his or her Normal Retirement Date without the Employee's consent, if the Employee does not make an election under this Paragraph with respect to the distribution or does not elect to receive the distribution directly, the Pension Board shall (in accordance with applicable regulations prescribed pursuant to section

401(a)(31)(B) of the Code) cause such distribution to be paid in a direct rollover to an individual retirement account or annuity designated by the Pension Board.

ARTICLE VIII

Funding-Based Limitations on Benefits.

1. Funding-Based Limitations on Benefits. Effective for Plan Years commencing on and after November 1, 2010, the provisions of this Article VIII shall apply notwithstanding any other provision of the Plan. The funding-based limitations set forth in this Article VIII are intended to comply with the requirements of section 436 of the Code (or any successor provisions) and the Regulations, rulings and other guidance issued thereunder.
2. Limitation on Plan Amendments
 - (a) No amendment to the Plan that has the effect of increasing liabilities of the Non-Contributory Pension Plan by reason of increases in benefits, establishment of new benefits, changing the rate of benefit accrual or changing the rate at which benefits become nonforfeitable shall take effect during any Plan Year if the Non-Contributory Pension Plan's Adjusted Funding Target Attainment Percentage for such Plan Year (i) is less than 80% or (ii) would be less than 80% taking into account such amendment.
 - (b) The limitation described in Paragraph 2(a) shall cease to apply with respect to an amendment, effective as of the later of the first day of the Plan Year or the effective date of the amendment, upon payment of a contribution at least equal to the amount described in paragraph (f)(2)(iv) of the Regulations.
 - (c) Paragraph 2(a) shall not apply to any amendment:
 - (i) That provides for an increase in benefits under a formula that is not based on an Employee's compensation, provided that the rate of increase in benefits is not in excess of the contemporaneous rate of increase in average wages of Employees covered by the amendment; or
 - (ii) To the extent that the amendment provides for a mandatory increase in the vesting of benefits under the Code or the Act that is necessary for the Plan to continue to satisfy the requirements for qualified plans.
3. Limitation on Prohibited Payments.
 - (a) An Employee or beneficiary shall not be permitted to elect an optional form of pension that includes a Prohibited Payment, and the Plan shall not pay any Prohibited Payment, with an annuity starting date on or after the applicable Section 436 Measurement Date if the Non-Contributory Pension Plan's Adjusted Funding Target Attainment Percentage for a Plan Year is less than 60%.
 - (b) An Employee or beneficiary shall not be permitted to elect an optional form of pension that includes a Prohibited Payment, and the Plan may not pay any Prohibited Payment, with an annuity starting date that is during any period in which the Plan sponsor is a debtor in a case under title 11, United States Code, or similar federal or state law, except for any payment with an annuity starting date within a Plan Year that is on or after the date on which the Non-Contributory Pension Plan's actuary certifies that the Non-Contributory Pension Plan's Adjusted Funding Target Attainment Percentage for that Plan Year is not less than 100%.

- (c) (i) If the Non-Contributory Pension Plan's Adjusted Funding Target Attainment Percentage for a Plan Year is at least 60% but is less than 80%, an Employee or beneficiary shall not be permitted to elect an optional form of pension that includes a Prohibited Payment, and the Plan shall not pay any Prohibited Payment, with an annuity starting date on or after the applicable Section 436 Measurement Date, unless the present value, determined in accordance with section 417(e)(3) of the Code, of the portion of the pension being paid in a Prohibited Payment does not exceed the lesser of:
 - (A) 50% of the present value, determined in accordance with section 417(e)(3) of the Code, of the pension payable in the optional form of pension that includes the Prohibited Payment, or
 - (B) 100% of the present value (determined using the interest and mortality assumptions under section 417(e)(3) of the Code) of the maximum guarantee with respect to the Employee under section 4022 of the Act for the year in which the annuity starting date occurs.
- (ii) If an optional form of pension that is otherwise available under the Plan is not available because of the limitation of this Paragraph 3(c), the Plan shall permit the Employee or beneficiary to elect to (A) receive the unrestricted portion of that optional form of pension as if it were the Employee's or beneficiary's entire pension under the Plan, (B) commence payment with respect to the Employee's or beneficiary's entire pension under the Plan in any other optional form of pension available under the Plan at the same annuity starting date that does not include a Prohibited Payment, or (C) defer commencement of payment of the pension, subject to any applicable requirements of the Code. If the Employee or beneficiary elects to receive the unrestricted portion of that optional form of pension as provided in clause (A) of the preceding sentence, the Plan shall permit the Employee or beneficiary to elect to have the remainder of the Employee's or beneficiary's pension under the Plan paid in any optional form of pension otherwise available under the Plan that would not have included a Prohibited Payment if that optional form applied to the Employee's or beneficiary's entire benefit. For purposes of this Paragraph 3(c), the "unrestricted portion" with respect to any optional form of pension has the meaning set forth in the Regulations.
- (iii) In the case of an Employee with respect to whom a Prohibited Payment is made pursuant to this Paragraph 3(c), no additional Prohibited Payment may be made with respect to that Employee during any period of consecutive Plan Years for which Prohibited Payments are limited under this Paragraph 3.
- (d) If a limitation on Prohibited Payments under this Paragraph 3 applied to the Plan as of a Section 436 Measurement Date, but no longer applies to the Plan as of a later Section 436 Measurement Date, such limitation on Prohibited Payments under the Plan shall not apply to benefits with annuity starting dates that are on or after that later Section 436 Measurement Date.

4. Limitation on Benefit Accruals.

- (a) If the Non-Contributory Pension Plan's Adjusted Funding Target Attainment Percentage for a Plan Year is less than 60%, all benefit accruals under the Plan shall cease as of the applicable Section 436 Measurement Date. If the Plan is required to cease benefit accruals under this Paragraph 4(a), then the Plan may not be amended in any manner that would increase the liabilities of the Non-Contributory Pension Plan by reason of an increase in benefits or establishment of new benefits, regardless of whether such amendment would be permitted under Paragraph 2.

- (b) The limitation described in Paragraph 4(a) shall cease to apply with respect to any Plan Year, effective as of the first day of the Plan Year, upon payment of a contribution at least equal to the amount described in paragraph (f)(2)(v) of the Regulations.
 - (c) Benefit accruals under the Plan that ceased by reason of this Paragraph 4 shall resume as of the Section 436 Measurement Date that the limitations of this Paragraph 4 cease to apply. Further, any benefit accruals under the Plan that did not accrue by reason of this Paragraph 4 shall be automatically retroactively restored as of the Section 436 Measurement Date that the limitations of this Paragraph 4 ceased to apply, provided that if benefits had ceased accruing under this Paragraph 4 for more than 12 months, the retroactive restoration of benefit accruals under this Paragraph 4(c) shall be deemed to be a Plan amendment to which Paragraph 2 applies, and provided further that such retroactive restoration of accruals shall not apply to any lump sum payments made during the period that benefit accruals under the Plan ceased by reason of this Paragraph 4.
5. Limitation on Unpredictable Contingent Event Benefits.
- (a) Unpredictable Contingent Event Benefits, if any, under the Plan shall not be paid with respect to any Unpredictable Contingent Event occurring during a Plan Year if the Non-Contributory Pension Plan's Adjusted Funding Target Attainment Percentage for the Plan Year is (i) less than 60% or (ii) would be less than 60% taking into account the occurrence of such Unpredictable Contingent Event during the Plan Year.
 - (b) The limitations described in Paragraph 5(a) shall cease to apply with respect to Unpredictable Contingent Event Benefits attributable to an Unpredictable Contingent Event occurring during the Plan Year, effective as of the first day of the Plan Year, upon payment of a contribution at least equal to the amount described in paragraph (f)(2)(iii) of the Regulations. If such contribution is made with respect to the Unpredictable Contingent Event, then all Unpredictable Contingent Event Benefits attributable to such Unpredictable Contingent Event occurring during the Plan Year must be paid, including such Benefits for periods during the Plan Year that were prior to the contribution.
6. Definitions for Purposes of Article VIII. For purposes of this Article VIII, the following capitalized terms shall have the following meanings:
- (a) Adjusted Funding Target Attainment Percentage: The adjusted funding target attainment percentage, as defined in section 436(j)(2) of the Code and the Regulations, or the presumed adjusted funding target attainment percentage under section 436(h) of the Code and the Regulations.
 - (b) Non-Contributory Pension Plan: Bridgestone Americas, Inc. Non-Contributory Pension Plan.
 - (c) Prohibited Payment: Prohibited payment, as defined in section 436(d)(5) of the Code and the Regulations.
 - (d) Regulations: Treasury Regulations issued under section 436 of the Code. Any reference to a section of the Regulations shall include a reference to any successor to such section.
 - (e) Section 436 Measurement Date. The date that is used to determine when the limitations of Paragraphs 3 and 4 apply or cease to apply and the date used for calculations with respect to applying the limitations of Paragraphs 2 and 5, as defined in the Regulations.
 - (f) Unpredictable Contingent Event: A plant shutdown (whether full or partial) or similar event, or an event (including the absence of an event) other than the attainment of any age, performance of any service, receipt or derivation of any compensation, or the occurrence of death or disability.

- (g) Unpredictable Contingent Event Benefit: Any benefit or increase in benefits to the extent the benefit or increase would not be payable nor occur but for the occurrence of an Unpredictable Contingent Event.

PART II, ARTICLE I

Insurance

Life Insurance, Accidental Death and Dismemberment
Insurance, and Survivor Income Benefits

1. Subject to the conditions stated in Part II, Article VI, the Employer agrees to provide the following standard group life insurance, occupational and non-occupational accidental death and dismemberment insurance, and survivor income benefits (the "Plan" for purposes of this Part II, Article I) for full-time Employees commencing on the 31st day of credited service and for New Hire Employees commencing on the 91st day of credited service.
2. Life Insurance. The amount of life insurance shall be \$50,000.
3. Accidental Death and Dismemberment Insurance. The amount of Occupational and Non-Occupational Accidental Death and Dismemberment Insurance shall be \$50,000.

The full amount of accidental death and dismemberment insurance benefit shall be payable if an occupational or non-occupational accident causes the loss of:

Life	One hand and one foot
Both hands	One hand and sight of one eye
Both feet	One foot and sight of one eye
Sight of both eyes	

One-half of such amount shall be payable if an occupational or non-occupational accident causes the loss of one hand, one foot, or the sight of one eye; provided, however, that the full amount will be paid only once to or on account of any Employee.

With respect to a hand or a foot, "Loss" means dismemberment by severance through or above the wrist or ankle joint. "Loss" also means the partial dismemberment of a hand or foot that results in the loss of all functional use of the partially dismembered hand or foot. With respect to an eye, "Loss" means the entire and irrecoverable loss of the sight of such eye. The partial loss of vision where the best corrective vision is 20/400 shall be deemed to be the entire loss of sight.

To be covered under this Section 3, a death or loss must be due to accidental injury or death while covered, independent of all other causes, and the death or loss must occur within 180 days of the accident. Without limiting the generality of the preceding sentence, death or loss resulting from the following causes shall be excluded from coverage: (a) suicide while sane or insane; (b) bodily or mental infirmity, or disease or medical treatment thereof; (c) ptomaine or bacterial infection, other than septic infection of a visible wound accidentally sustained; (d) war or any act of war or insurrection or participation in a riot; and (e) operating or riding in any kind of aircraft, except as a regularly scheduled flight of a commercial aircraft.

4. Supplemental Life Insurance.
 - (a) Employees who are covered for life insurance pursuant to Paragraph 2 of this Article I will also be eligible to enroll for Supplemental Life Insurance. Upon enrollment, eligible Employees must authorize payroll deductions of contributions for such insurance.

The Employer may enter into, or arrange for participation with the Company in, a contract with a licensed insurance company (the "Outside Insurer") in order to provide the Supplemental Life Insurance.

Employees may enroll for the Supplemental Life Insurance within thirty-one (31) days from the date of eligibility without being required to produce evidence of insurability; otherwise this coverage will not be available unless evidence of insurability is submitted to the Outside Insurer and approved, at the Employee's expense.

Employees who have not enrolled within thirty-one (31) days of their initial eligibility date will be required to submit satisfactory evidence of insurability in order to become covered by Supplemental Life Insurance. Employees enroll for the Plan by completing and submitting the enrollment form.

- (b) Employees enrolled for Supplemental Life Insurance may elect to be insured for an amount equal to twenty-five thousand dollars (\$25,000), or, subject to application to and approval by the Outside Insurer, fifty thousand dollars (\$50,000) or seventy-five thousand dollars (\$75,000).
- (c) Supplemental Life Insurance is payable in event of death from any cause while an Employee is insured, except in the event of death caused by suicide within the first two years (one year in North Dakota) of the effective date of the coverage, or payment of increased benefits for death caused by suicide within two years (one year in North Dakota) of an increase in coverage.
- (d) The Employee can name any person or persons, the Employee's estate, most organizations or a trust as a beneficiary. The beneficiary may be changed at any time. If more than one beneficiary is named, the Employee must indicate the share of insurance payable to each; otherwise, they will share equally.
- (e) Supplemental Life Insurance coverage will terminate if the Employee fails to make the required contributions, by payroll deduction while an active Employee or by direct premium payment when not an active Employee, within thirty-one (31) days following written notice of contributions due, mailed to the Employee's last address on file with the Employer.
- (f) **Dependent Life Insurance Coverage.** An Employee may enroll a spouse in the Supplemental Life Insurance in the amounts of ten thousand dollars (\$10,000), or, subject to application to and approval by the Outside Insurer, twenty thousand dollars (\$20,000) or thirty thousand dollars (\$30,000). The Employee need not be enrolled in order to obtain coverage for a spouse.

An Employee may also obtain coverage for all of his or her children who are unmarried and at least 14 days of age in the amount of five thousand dollars (\$5,000) per child if either the Employee or spouse is enrolled in Supplemental Life Insurance. Coverage will continue for each child until the child attains nineteen (19) years of age or while a child, who is dependent on the Employee for support, is a full-time student or is mentally or physically incapable of self-support, but not to exceed the attainment by such child of twenty-five (25) years of age.

A "child," in addition to the Employee's own child, shall include a legally adopted child or a step-child who depends upon the Employee for support and maintenance and lives with the Employee in a normal parent-child relationship.

No evidence of good health will be required if an Employee enrolls for Dependent Life Insurance Coverage within thirty-one (31) days of being eligible for Supplemental Life

Insurance, or if later, within thirty-one (31) days of the date the Employee first has a spouse or dependent who is eligible for Dependent Life Insurance Coverage.

In the event an Employee elects to enroll for Dependent Life Insurance Coverage at any other time, the Employee must furnish, at the Employee's expense, evidence of good health for the spouse and all then eligible dependents who are to be enrolled.

- (g) Accidental Death Benefit. Employees may also choose for themselves and/or their spouses an accidental death benefit which will pay an additional benefit equal to the current Supplemental Life Insurance benefit amount, if death occurs as the result of a covered accident. This coverage is available until age 65.
- (h) Contributions for Supplemental Life Insurance are based on:
1. The employee's age or spouse's age and the amount of benefit selected, plus
 2. Accidental Death benefit (if elected) plus
 3. Children's coverage of \$5,000 (if elected).

MONTHLY RATE TABLE

MONTHLY CURRENT INSURANCE RATES FOR EACH \$1,000 UNIT OF COVERAGE

Employee/Spouse Entry Age	Life Insurance Coverage Premium Without Accidental Death	Life Insurance Coverage Premium With Accidental Death*
Under age 25	\$.073	\$.094
25 - 29	.079	.101
30 - 34	.085	.107
35 - 39	.106	.128
40 - 44	.161	.184
45 - 49	.248	.270
50 - 54	.424	.447
55 - 59	.690	.712
60 - 64	1.200	1.222
65 - 69	1.772	N/A

* Accidental Death Insurance is discontinued at age 65.

Rates for ages 70 and older are available upon request.

Add \$1 per month for \$5,000 of coverage for all eligible children. This one premium provides \$5,000 of term coverage for each child.

The cost of the current benefit will be deducted from the Employee's pay. Each January 1st, that cost will be adjusted to reflect the insured's age on that date.

5. Optional Contributory Life Insurance.

The Optional Contributory Life Insurance program, as set forth in the April 22, 1991 Pension and Insurance Agreement, shall remain in effect for Employees who are enrolled in that program at the termination of the April 22, 1991 Pension and Insurance Agreement. Such Employees shall neither have the right to change the amount of such insurance expressed as a percentage of basic life insurance under Section 2 of this Article I nor those persons who are covered under such program. Such Employees may at any time cancel such coverage.

6. The Optional Contributory Universal Life Insurance, as set forth in the June 29, 2005 Pension and Insurance Agreement, shall remain in effect for Employees who remain enrolled in that program as of January 1, 2006. Such Employees may at any time cancel such coverage, but will not be permitted back into such coverage.

7. Survivor Income Benefits

- (a) If an Employee dies on or after the Effective Date while covered for Survivor Income Benefits, leaving one or more Survivors, as defined below, payment of not more than 24 monthly Survivor Income Benefits ("Transition Survivor Income Benefits") shall begin, provided at least one of such Survivors is living on the first day of the month following the Employee's death and then qualifies as his Survivor.
- (b) The amount of the monthly Transition Survivor Income Benefit shall be six hundred dollars (\$600) for any month in which there is only one Survivor of the deceased Employee eligible to receive such Benefit. This Benefit will be reduced by the amount payable to the surviving spouse under any automatic pre-retirement Qualified Joint and Survivor Benefit pursuant to Paragraph 8(b) of Article V of Part I - Pensions; provided, however, such reduction will not reduce the Transition Survivor Income Benefit below four hundred dollars (\$400). For any month in which there are two or more Survivors of the deceased Employee eligible for a Transition Survivor Income Benefit, the amount of Benefit payable hereunder to each Survivor for such month shall be a fraction of the Benefit that would be paid to him as a sole Survivor, the numerator of such fraction being one (1) and the denominator of such fraction being a number equal to the total number of all Survivors who are eligible for a Transition Survivor Income Benefit. No monthly Transition Survivor Income Benefit, however, shall be paid for any month to any Survivor who has attained age 62 or is eligible for an old-age, disability, widows' or widowers' unreduced benefit under the Federal Security Act as then in effect.
- (c) The first such Benefit is payable on the first day of the month following the Employee's death. Thereafter, a monthly Transition Survivor Income Benefit is payable on the first day in each of the next 23 months, but if on the first day of any month after the Employee's death no person then living qualifies as his Survivor, no such Benefit is payable for that month or any subsequent month.
- (d) Survivors are classified and defined as follows:
 - (1) A "Class A Survivor" means the Employee's spouse whether or not remarried, but only if married to the Employee for at least a year immediately prior to the Employee's death and only if the spouse was wholly or partially dependent on the Employee at the time of the Employee's death.

- (2) A "Class B Survivor" means the Employee's child who at the Employee's death and at the time a Survivor Income Benefit first becomes payable to such child is both unmarried and either (i) under 21 years of age, or (ii) at least age 21 but under age 25, or (iii) totally and permanently disabled at any age over 20; provided, however, that a child under clause (ii) or (iii) must have been legally residing with and dependent upon the Employee at the time of his death. A child ceases to be a Class B Survivor upon marrying or, if not totally and permanently disabled, upon reaching his or her 25th birthday. To qualify as the Employee's child, the child must be one of the following:
- (i) the Employee's own child born prior to the first of the month following the Employee's death,
 - (ii) the Employee's legally adopted child or a child with respect to whom he had initiated legal adoption proceedings which were terminated by his death,
 - (iii) the Employee's step-child who resided with him at the time of his death.
- (3) A "Class C Survivor" means the Employee's parent for whom he had, during the calendar year immediately preceding his death, provided at least 50% of such parent's support, if such parent was:
- (i) the Employee's father or mother by blood relationship, or
 - (ii) the Employee's adopting parent.
- (4) The survivors entitled to each monthly Transition Survivor Income Benefit that becomes payable under this Paragraph 5 shall be determined as follows:
- (i) the Employee's Class A Survivor who is living on the first day of a month shall be entitled to the Benefit payable for such month;
 - (ii) if the Employee's Class A Survivor is not living on the first day of a month, persons who qualify on that day as his Class B Survivors excluding any then deceased, shall be entitled to the Benefit payable for that month;
 - (iii) if the Employee's Class A Survivor is not living on the first day of a month and no living person qualifies on that day as the Employee's Class B Survivor, persons who qualify on that day as the Employee's Class C Survivors, excluding any then deceased, shall be entitled to the Benefit payable for that month.
- (e) An Employee may not assign his Survivor Income Benefits and his Survivors may not assign any monthly Survivor Income Benefit that becomes payable. To the extent permitted by applicable law, monthly Survivor Income Benefits shall not be subject to attachment or other encumbrance or subject to the debts or liability of any Survivor.
- (f) Survivor Income Benefits become payable only if due proof of the Employee's death is submitted to the Employer. Payment of each monthly Survivor Income Benefit is subject to the condition that the person claiming the Benefit submit to the Employer due proof of entitlement to such Benefit.

- (g) If the Employee dies after attaining age 45 while covered for Transition Survivor Income Benefits and if such Employee is survived by a Class A Survivor, such Survivor shall become eligible for a Bridge Survivor Income Benefit. The monthly amount of the Bridge Survivor Income Benefit shall be six hundred dollars (\$600) reduced by the amount payable to the Class A Survivor under any automatic pre-retirement Qualified Joint and Survivor Benefit pursuant to Paragraph 8(b) of Article V of Part I - Pensions; provided, however, such reduction will not reduce the Bridge Survivor Income Benefit below four hundred dollars (\$400).

A Bridge Survivor Income Benefit shall be paid to an eligible Survivor on the first day of each month, beginning with the 25th calendar month following the death of the Employee and ending with the first day of the month in which such Survivor remarries, dies, attains age 62 or attains such lower age at which full widows' or widowers' Insurance Benefits become payable under the Federal Social Security Act as it may be amended; provided, however, that no monthly Bridge Survivor Income Benefit shall be payable for any month for which such Survivor receives a Mother's Insurance Benefit under such Act.

8. Termination of Insurance. The insurance coverage provided herein shall terminate upon termination of active employment with the Employer, except as hereinafter provided:

- (a) Layoff.

(1) Life Insurance and Accidental Death and Dismemberment. An Employee shall be covered for Life Insurance and Accidental Death and Dismemberment Insurance while on layoff for a period not to exceed 90 days, and he may, within 90 days following layoff, arrange to continue his Life Insurance and Accidental Death and Dismemberment Insurance for an additional period not to exceed two (2) years after date of layoff by making contributions at the rate of \$.55 per \$1,000 of insurance per month. The contribution must be paid in advance for each three-month period.

(2) Survivor Income Benefits. An Employee shall be covered for monthly Transition Survivor Benefits while on layoff for a period not to exceed 90 days, and he may, within 90 days following layoff, arrange to continue his Survivor Income Benefits coverage for an additional period not to exceed two (2) years after date of layoff by making a contribution at the current monthly group premium rate. The contribution must be paid in advance for each three-month period.

- (b) Leave of Absence. The Employer shall provide the coverage, hereinabove described, for an Employee who is on a leave of absence granted by the Employer. However, such insurance coverage in cases of leaves of absence granted by the Employer for Union activities shall apply only to those leaves of absence granted under Article IV, Section 2(b) of the CBA.

- (c) Injury or Illness. The coverage provided herein shall be continued in force for an Employee who is off work because of injury or illness for the period in which he is accumulating seniority.

- (d) Total and Permanent Disability. In the event an Employee shall, prior to attaining age 65, become permanently and totally disabled by bodily injury or disease, and upon due proof of such disability the full amount of his Life Insurance (but not his Accidental Death and Dismemberment Insurance and Survivor Income Benefits) shall be continued in force for the period of such disability, subject to the furnishing of due proof of its continuance. In the event such disability continues after attainment of age 65, the group life insurance coverage will be subject to the same reductions provided in Paragraph (e) below, and shall be continued in force in such reduced amount (subject to the furnishing of due proof of continuance of disability only in the case of a person who is ineligible for a pension or severance award).

- (e) Retirement. Group Life Insurance (but not Accidental Death and Dismemberment Insurance and Survivor Income Benefits) will be provided for an Employee who retires on a Normal, Early or Disability Pension, or an Employee who receives a Severance Award. The amount of Group Life Insurance provided an Employee who retires shall be reduced immediately upon retirement to three thousand (\$3,000).
 - (f) Conversion Privilege. If an Employee's group life insurance is reduced because of retirement or terminates because of termination of employment or following layoff, the Employee will be entitled to convert all or part of such group life insurance to an individual policy of insurance issued by the insurance company without a medical examination, provided application is made and premium is paid within 31 days of such termination of insurance. However, if such Employee dies within the 31 day period, the full amount of his life insurance will be paid whether or not he had applied for the converted policy.
9. Claims and Appeal Procedures. Any Employee or spouse who believes that he is entitled to receive a benefit under this Article I shall file a claim in writing with the applicable insurance company. If after the claims and appeal procedures of the insurance company (which procedures are hereby incorporated by reference) are exhausted the claim is wholly or partially denied, the Employee or spouse may appeal the decision of the insurance company to the Pension Board by following the procedures set forth in Part II, Article II, Section VIII.B. Adverse decisions made by the Pension Board may be taken up as a grievance under the procedures provided in Article II, Section VIII.F.

PART II, ARTICLE II

Health Incentive Plan

The Employer agrees to provide the benefits of the Health Incentive Plan set forth in this Part II, Article II ("HIP") for eligible Employees and Dependents effective as of the Effective Date and for the duration of the CBA thereafter, on the terms set forth in this Article II.

The Employer may arrange with the Company to provide the HIP benefits under a group health plan maintained by the Company, but in no event shall the Company or any other member of the Controlled Group (other than the Employer) be liable for the HIP benefits under this Part II, Article II. The Employer shall be solely responsible for the HIP benefits under this Part II, Article II.

SECTION I. DEFINITIONS. For the purposes of this Article II, the following terms shall have the following respective meanings:

A. DEFINITIONS

1. **Benefit Payment.** The term "Benefit Payment" means a payment issued by the Contract Administrator to a provider or Participant based on the Maximum Allowable Fee Schedule for an in-network service or supply. The Maximum Allowable Fee Schedule is a payment system that reimburses up to a specified dollar amount for services rendered. Payment will never exceed the Maximum Allowable Charge.
2. **Benefit Year.** The term "Benefit Year" means the period commencing on January 1 of any calendar year and terminating at the expiration of December 31 of such calendar year. The first Benefit Year shall commence on the Effective Date. The last Benefit Year shall terminate on the expiration of the CBA.
3. **Birthing Center.** A "Birthing Center" is an institution which is legally organized to offer room and board, skilled nursing services and services of a certified nurse or midwife to expectant mothers.

A qualified Birthing Center has one or more nurses on duty at all times, under the supervision on a 24-hour basis of a Physician or a Registered Nurse. A Physician must be under contract to be available at all times; medical records must be maintained on all patients, and there must be agreement with Hospitals for immediate acceptance of patients requiring Hospital confinement on an inpatient basis.

4. **Co-Insurance.** The term "Co-Insurance" means a percentage of the cost of certain medical expenses covered by the Plan, over and above the Deductible or Copayment, for which each Participant is responsible.
5. **Company or Employer.** The term "Company" means Bridgestone Americas, Inc. The term "Employer" means Bridgestone Americas Tire Operations, LLC.
6. **Contract Administrator.** The term "Contract Administrator" means the independent insurance company or companies or other administrative services company or companies that have been retained by the Employer or the Company to establish and administer networks of health care providers in connection with this Plan and to process claims and provide administrative services.

7. Convalescent Nursing Unit. The term "Convalescent Nursing Unit" means a licensed institution approved by the Social Security Administration pursuant to Title XVIII (Health Insurance for the Aged) of the Social Security Act, as amended in 1965, and also includes those institutions listed as "extended care facilities" in the list titled "Accredited Extended Care Facilities" issued by the Joint Commission on Accreditation of Hospitals, as may be amended from time to time. In no event, however, shall such term include any institution, or part thereof, which is used principally as a rest facility, or as a facility for the aged.
8. Copayment. The term "Copayment" means a certain dollar amount of the cost per use of certain medical expenses covered by the Plan, for which each Participant is responsible.
9. Deductible. The term "Deductible" means the dollar amount of covered services the Employee is responsible for before benefits are payable. The eligible medical expenses used to satisfy the Deductible applicable to an Employee and his or her Family will be the first eligible charges (exclusive of Copayments) incurred during the Benefit Year in an amount equal to the Deductible.
10. Dependent. The term "Dependent" means:
 - (a) A wife or husband of an Employee.
 - (b) A child less than 26 years of age who is the natural child, legally adopted child or step-child of an Employee.
 - (c) Effective January 1, 2015, any other child who, with respect an Employee, meets the definition of "dependent" in guidance issued under Section 4980H of the Internal Revenue Code of 1986, as amended.
 - (d) An unmarried (i.e., never married) child of the Employee who is 26 years or more of age, who is the natural child, legally adopted child or stepchild of an Employee and who is physically or mentally incapable of self-support. The child must have been a covered Dependent under the Plan prior to attaining age 19, and such incapacity must have occurred prior to attaining age 19.
 - (e) Dependent children as described in Paragraph 10(b) who are hired after the contract ratification date as New Hires will be covered as dependents until the earlier of, they become eligible for Appendix 3 of this Plan or they become age 27. Dependent children as described in Paragraph 10(b) who are hired as New Hires prior to this contract ratification date can remain as covered dependents until the earlier of, they elect to be covered under Appendix 3 of this Plan, or they become age 27.
 - (f) The donor of an organ for transplant, when the recipient is covered under this Plan, shall also be covered for such benefits as though he or she were a covered dependent child of such recipient, but only with respect to charges in connection with the procedure in which such organ is removed from the donor.
 - (g) "Child" shall include a legally adopted child of an Employee (including a child living with the adopting parents during the period of probation if the parents live in a state which requires a period of residence; if the parents live in a state which does not require a period of probation, benefits will be provided for covered expenses during the immediately preceding six-month period of residence whenever adoption is final).

- (h) "Dependent" shall include a child of a Participant for whom coverage under this Part II, Article II is required by a valid qualified medical child support order described in Section 609 of ERISA.
- 11. Emergency Treatment. The term "Emergency Treatment" means treatment resulting from a sudden, unexpected onset of a serious illness or injury.
- 12. Employee. The term "Employee" means a regular, full-time employee of the Employer who is classified by the Employer as hourly-rated and who is represented by the Union.
- 13. Family. The term "Family" means an Employee and his or her eligible Dependents.
- 14. Home Health Care. The term "Home Health Care" means care that is provided to persons for recuperation in lieu of regular Hospital confinement. Home Health Care does not include care for persons who suffer from progressive, debilitating conditions unless skilled nursing services will render an improvement in the person's condition or are needed temporarily.
- 15. Home Health Care Agency. The term "Home Health Care Agency" means an institution licensed by state or local law operated primarily for the purpose of providing skilled nursing care and therapeutic services in an individual's home and:
 - (a) Which maintains clinical records on each patient;
 - (b) Whose services are under the supervision of a Physician or a Registered Nurse; and
 - (c) Which maintains operational policies established by a professional group including at least one Physician and one Registered Nurse.
- 16. Hospice. The term "Hospice" means a facility that is licensed, accredited or approved by the proper authority to provide a Hospice Care Program and which admits individuals who have no reasonable prospect of a cure and have a life expectancy of six months or less.
- 17. Hospice Care Program. The term "Hospice Care Program" means a coordinated program for meeting the special physical, psychological, spiritual and social needs of dying individuals and their families by providing palliative and supportive medical, nursing and other health services through home, inpatient or outpatient care during the illness and bereavement.
- 18. Hospital. The term "Hospital" means an institution licensed by law which is primarily engaged in providing medical, diagnostic and surgical facilities for the care and treatment of sick and injured persons on an inpatient basis, and which provides such facilities under the supervision of a staff of Physicians licensed to practice medicine and with twenty-four-hour-a-day nursing service by Registered Nurses, but shall not include an institution which is principally a rest home, nursing home, or home for the aged, except as covered under the substance abuse benefits described in Section V.H.3.
- 19. In-Network Services. The term "In-Network Services" means authorized treatment provided by a Network Provider.
- 20. Medically Necessary. The term "Medically Necessary" means:
 - (a) Consistent with the standards of good medical practice which are generally accepted by the medical-scientific community in the United States of America; and

- (b) Consistent with the symptoms or diagnosis of the condition for which services or supplies are rendered; and
 - (c) Not provided solely for the convenience of the patient or the provider; and
 - (d) Necessary for the diagnosis or correction of a condition which is threatening to the life, health or physical well-being of the Participant, or is the source of extreme physical discomfort.
21. **Miscellaneous Services and Supplies.** The term "Miscellaneous Services and Supplies" means all services and supplies furnished in a Hospital for medical care and treatment, other than room and board, and such term shall include "supplementary medical service," or "room and board supplement," or "special room supplement," or similar terms of identical or like meaning, if such services are certified by the Hospital making a charge therefore to be services and supplies furnished by the Hospital for medical care and treatment of a person.
22. **Network.** The term "Network" means the panel of approved Hospitals, Physicians and other providers of health care selected and retained by the Contract Administrator.
23. **Network Providers.** The term "Network Providers" means those Hospitals, Physicians and other providers of health care services selected and retained by the Contract Administrator as the exclusive provider of said services in a specific Network location.
24. **Out-Of-Network Services.** The term "Out-Of-Network Services" means services and supplies provided by an individual, group or an institution that is not a Network Provider.
25. **Outpatient Surgical Facility.** The term "Outpatient Surgical Facility" means an operating facility, either free-standing or Hospital-based, where outpatient surgery is performed and which provides an intermediate level of surgical care for procedures that are too complex to be done in a Physician's office, but do not require inpatient hospitalization.
26. **Participant.** The term "Participant" means an individual who is enrolled in and covered by this Plan. Such term shall include an Employee or Dependent who is enrolled in and covered by this Plan.
27. **Physician or Doctor.** The term "Physician" or "Doctor" as used in the Plan means, depending on the context, a Doctor of Medicine (M.D.), a Doctor of Osteopathy (D.O.) or a Doctor of Dental Surgery (D.D.S). With respect to certain surgical procedures covered by the Plan, the term also means a Doctor of Podiatry (D.P.M.) or Doctor of Surgical Chiropody (D.S.C.) With respect to chiropractic treatments for neuromusculoskeletal conditions coming within the scope of his or her license, the term also means a Chiropractor (D.C.) .
28. **Plan.** For purposes of this Article II, the term "Plan" means the Health Incentive Plan set forth in this Part II, Article II.
29. **Plan Administrator.** The term "Plan Administrator" means the entity described in Section II.B.
30. **PPACA.** The term "PPACA" shall mean the Patient Protection and Affordable Care Act, as amended, and any regulations, rulings or other regulatory guidance issued with respect thereto.
31. **Primary Plan.** The term "Primary Plan" means the benefits program that is determined to be obligated to pay first and to the full extent of its coverage for the incurred medical expense.

32. Reasonable and Customary Fee. The term "Reasonable and Customary Fee" means the usual fee which an individual Physician most frequently charges to the majority of his or her patients for a like service or procedure to be determined by the prevailing range of fees in an area charged by most Physicians of similar training and experience for a like service or procedure (including consideration of unusual circumstances or medical complications requiring additional time, skill, or experience). An area may be a municipality or, in the case of a large city, a subdivision thereof, or such greater area as is required to determine prevailing charges. Out-of-network benefit payment is made consistent with the reasonable and customary charge.
33. Stop-Loss. The term "Stop-Loss" means a dollar amount which, under the Plan, is the out-of-pocket maximum which includes only Deductibles, Co-Insurance and Copayments that a Participant or Family must pay annually. Stop-Loss initially applies separately to the Deductible and Copayments for prescription drugs under the transition rule for group health plans that utilize different service providers for these benefits, but shall be aggregated with the Stop Loss for other medical benefits under the Plan upon the expiration of the relief afforded by the transition rule. Covered medical expenses in excess of the applicable Stop-Loss amount shall be paid in full by the Plan as described herein.
34. Trust. The term "Trust" means the fund that is or may be established with a bank or trust company to be designated by the Employer or the Company to provide the benefit payments provided by the Plan.
35. Union. The term "Union" means the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, and its Local Unions 7L (Akron), 310L (Des Moines), 884L (Russellville), and 1055L (LaVergne).
36. Utilization Review Agent. The term "Utilization Review Agent" means the entity appointed by the Plan Administrator to perform the functions of the Utilization Review Agent as set forth herein.

SECTION II. ESTABLISHMENT OF HIP NETWORKS.

A. PROVIDER AGREEMENTS

The Contract Administrator shall enter into agreements (in form and substance acceptable to the Plan Administrator) with Hospitals, Physicians and other providers of health care services providing for services to HIP Participants on a Network basis in accordance with the terms and conditions of such contracts. The Contract Administrator shall have sole and complete discretion to add or delete Network Providers as it determines and to modify the terms of any agreement with a Network Provider.

B. PLAN ADMINISTRATOR

1. In General. The Company shall be the Plan Administrator. The Plan Administrator is responsible for administration of the Plan.
2. Powers and Duties. The Plan Administrator shall have the power to administer all aspects of the Plan, including but not limited to interpreting Plan provisions regarding eligibility and coverage, establishing rules and regulations relating to the Plan, and establishing procedures and forms for elections of Participants. The Plan Administrator may delegate its responsibilities to such agents as it deems appropriate, including but not limited to, insurance companies, Health Maintenance Organizations or other benefit management companies.

C. IN-NETWORK SERVICES

Services and supplies shall be considered to be provided In-Network and the In-Network provisions of the Schedule of Benefits set forth herein shall apply when such services or supplies are provided by a Network Provider. HIP Participants who receive Emergency Treatment will be considered to have received such treatment In-Network, regardless of whether such treatment was received from an In-Network or Out-of-Network Provider in a Network Area, or from an In-Network or Out-of-Network Provider outside a Network Area.

D. OUT-OF-NETWORK SERVICES

All services and supplies other than those described in the Paragraph C above that are provided to HIP Participants shall be considered to be provided Out-Of-Network and the Out-Of-Network provisions as set forth in Section V shall apply. Notwithstanding any other provision of this Plan, a Participant in the HIP shall have the option at any time to obtain services or supplies on an Out-Of-Network basis.

E. CONTRACT ADMINISTRATOR

1. The Employer or the Company shall have the right, in accordance with the provisions of this Section II.E, to select, change or remove the Contract Administrator and to enter into such agreements with the Contract Administrator as the Employer or the Company deems appropriate.
2. The Employer or the Company shall fully consult with the International and Local Union prior to any selection, change or removal of the Contract Administrator. The Employer agrees:
 - (a) That any new Contract Administrator will provide Networks of at least the depth and breadth of Networks provided by the existing Contract Administrator; and
 - (b) That any new Contract Administrator's track record and contractual commitments regarding the quality of customer service, which the new Contract Administrator has historically provided and commits to provide, will be at least as good as that of the existing Contract Administrator.
3. If the Union believes that the Company or Employer has violated these commitments in its selection of a new Contract Administrator, then the dispute on this matter may be resolved through the grievance and arbitration provisions of Article XI of the CBA, omitting, however, all steps preceding presentation of the grievance to Labor Relations.
4. If any such grievance is taken to arbitration in accordance with Article XI, the arbitrator, insofar as it shall be necessary to the determination of such grievance, shall have authority only to interpret and apply the provisions of this paragraph. He or she shall have no authority to add to, subtract from or modify any provision of this agreement and his or her decision on any grievance properly referred to him or her pursuant to this agreement shall be binding upon the Employer and the Union.

SECTION III. ELIGIBILITY

A. TIME OF ELIGIBILITY

All Employees, who have satisfied the applicable waiting period, shall be eligible for participation in this Plan on the Effective Date, subject to the terms set forth herein, provided that coverage of individuals who are New Hires as of the Effective Date shall be under Appendix 3 of this Plan. After the Effective Date, Employees will be eligible to become covered as of the first day on which they are full-time Employees following completion of thirty-one (31) days of credited service on a full-time basis with the Employer, provided that New Hires will be eligible to become covered only under Appendix 3 of this Plan following completion of 90 days of credited service on a full-time basis with the Employer..

B. DEPENDENTS

The Employee's Dependents are eligible for benefits on the same date as the Employee. In the case of persons who become Dependents after an Employee's coverage is in effect, participation for a spouse who is a Dependent will become effective upon the date of marriage to the Employee, and coverage for a child who is a Dependent will become effective upon the date of birth, date of legal adoption, date of the Employee's marriage to the parent of the child, or other date on which the child initially meets the definition of Dependent.

The Employer shall have the right to require from the Participant a certificate of marriage or of birth or other proof of status in order to determine eligibility for participation under the Plan. Each Employee shall furnish a list of his or her eligible Dependents on a form supplied by the Employer for such purpose. This form must be kept up to date at all times.

Dependents may not become covered under this Plan unless the Employee is a Participant in the Plan.

C. ORGAN DONOR

The donor of an organ for transplant, when the recipient is covered for hospital, surgical and medical benefits under this Plan, shall also be covered for such benefits as though he or she were a covered Dependent child of such recipient, but only with respect to charges in connection with the procedure in which such organ is removed from the donor.

D. NO RETIREE COVERAGE UNDER THIS ARTICLE II

Notwithstanding any other provision of this Pension and Insurance Agreement (or the Pension and Insurance Agreement effective October 2, 2009), effective on and after November 1, 2010, all retirees, surviving spouses of deceased employees or retirees and dependents or surviving dependents of deceased employees or retirees shall not be eligible for the benefits of the HIP as set forth in Part II, Article II of the Pension and Insurance Agreement effective October 2, 2009 or of this Pension and Insurance Agreement. Effective on and after November 1, 2010, retirees, surviving spouses of deceased employees or retirees and dependents or surviving dependents of deceased employees or retirees who meet the applicable eligibility requirements shall be eligible for the benefits provided under the separate Medical Plan for Certain USW and Other Collectively Bargained Retirees, effective November 1, 2010, and as further amended (the "Retiree Plan"), provided, however, that (i) retirees, surviving spouses or dependents who are, or become, Employees shall not be eligible for the benefits provided under the Retiree Plan (but shall be eligible as Employees for the benefits set forth in Part II, Article II of the Pension and Insurance Agreement effective October 2, 2009 or of this Pension and Insurance Agreement, as applicable), and (ii) former Employees, dependents of former Employees, surviving spouses of former Employees and surviving dependents of former Employees, of the Employer or any member of the Employer's Controlled Group, who at the time of the Employees' death elect or elected (or from whom an election is or was made to have) medical and prescription drug coverage provided pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) shall not be eligible for the benefits provided under the Retiree Plan (but shall be eligible for COBRA benefits under Part II, Article II of the Pension and Insurance Agreement effective October 2, 2009 or of this Pension and Insurance Agreement, as applicable).

SECTION IV. ENROLLMENT

All eligible Participants shall be required to enroll in the HIP within thirty-one (31) days of their initial eligibility date in accordance with procedures prescribed by the Plan Administrator. If such enrollment is not completed within such thirty-one (31) day period, or if a Participant attempts to re-enroll after dropping coverage under the Plan, coverage will become effective upon receipt by the Plan Administrator of a properly completed enrollment. Other than annual enrollment an Employee may not enroll, terminate coverage, or change coverage unless there is a "change status" within the meaning of section 125 of the Internal Revenue Code or unless such enrollment, termination or change is permitted by Section 9801 of the Internal Revenue Code and the regulations issued thereunder. If both the husband and wife are Employees and eligible for participation in this Plan, either the husband or the wife should enroll for coverage for himself or herself, as the case may be, and for the other spouse and other Dependents. The spouse not enrolling should decline coverage. In no event may a person be covered as both an Employee and a Dependent or as a Dependent of more than one Employee. An eligible Employee or Dependent may choose to terminate coverage under the Plan at any time.

When final regulations are issued with respect to the automatic enrollment requirement of the Fair Labor Standards Act § 18A, the Plan shall comply with such requirement once effectuated to the extent required to avoid the application of a penalty thereunder. The provisions of this Plan regarding enrollment shall be superceded to the extent required to so comply.

SECTION V. SCHEDULE OF BENEFITS

A. CERTIFICATION.

1. Pre-Admission Certification. Benefits will be paid under either the In-Network or Out-of-Network provisions of Section II and Section V for covered charges only if properly certified by the Utilization Review Agent. Such charges must be for services rendered to a Participant eligible for benefits under the Plan and such services must be covered charges described herein for the type of coverage (In-Network or Out-Of-Network) when applicable.
 - (a) Non-Emergency Certification. Non-emergency medical or surgical admission to a Hospital as an inpatient will require pre-admission certification as to the need for confinement.
 - (b) Pre-Admission Tests. Pre-Admission Testing (PAT) under an approved PAT program at the Hospital in which surgery is to be performed will be required on all inpatient Hospital admissions for non-emergency surgery.
 - (c) Emergency Admission. Emergency admission will require notification to the Utilization Review Agent within 48 hours after the admission (or if longer, on the first business day following a weekend or holiday admission) and certification as to length of stay. When an emergency admission confinement does not exceed 48 hours, certification by the Contract Administrator will not be required.
 - (d) Concurrent Review. Certification of a Hospital confinement admission will require concurrent review certification as to the continued need for confinement and length of stay.
 - (e) Certification Failure. When certification is required and the Utilization Review Agent does not grant such certification, expenses incurred which have not been certified by the Utilization Review Agent will be considered as non-covered and out-of-pocket expenses to the patient. The maximum amount of out-of-pocket expense described in

this Section V.A.1. in any calendar year will be \$250 per individual. This penalty will not apply towards the In-Network or Out-of-Network Deductible and Stop-Loss regardless of whether the In-Network or Out-of-Network Deductible or Stop-Loss provision has been satisfied during the calendar year.

2. Prospective Procedure Review. Benefits will be paid under either the In-Network or Out-of-Network provisions of Section II and Section V for covered charges only if properly certified by the Utilization Review Agent. Such charges must be for services rendered to a Participant eligible for benefits under the Plan and such services must be covered charges described herein for the type of coverage (In-Network or Out-of-Network) when applicable. This program works in conjunction with the Pre-Admission Certification program and does not replace it. The inpatient and outpatient surgical, diagnostic and therapeutic procedures included in this program are as follows (the "Schedule of Prospective Procedure Review"):
 1. Magnetic Resonance Imaging (MRI)
 2. Computerized Axial Tomography (CAT) scans
 - (a) Non-Emergency Certification. Non-emergency inpatient and outpatient surgical, diagnostic and therapeutic procedures described in the Schedule of Prospective Procedure Review will require certification as to the need and appropriate setting of the procedure.
 - (b) Certification Failure. When certification is required and the Utilization Review Agent does not grant such certification, expenses incurred which have not been certified by the Utilization Review Agent will be considered as non-covered and out-of-pocket expenses to the patient. The maximum amount of out-of-pocket expense described in this Section V.A.2. in any calendar year will be \$250 per individual unless the procedure is done on an emergency basis or is done during a Hospital confinement for another primary unrelated medical condition. This penalty will not apply towards the In-Network or Out-of-Network Deductible and Stop-Loss regardless of whether the In-Network or Out-of-Network Deductible or Stop-Loss provision had been satisfied during the calendar year.

B. INPATIENT HOSPITAL CARE

1. General. Benefits will be paid for a Hospital confinement due to an accident or sickness which is approved by the Contract Administrator.

For semi-private accommodations, the benefit for a certified day will be equal to the Hospital's daily charge for room and board for a semi-private room.

For private accommodation for a certified day, an allowance will be made equal to the Hospital's average daily charge for room and board for semi-private room.

No benefits will be payable unless the Hospital makes a charge for room and board, except as provided below.
2. Benefits. The following Hospital benefits will be provided:
 - (a) Room and Board. Room and board benefits will be paid (pursuant to the In-Network and Out-of-Network schedules) for certified and non-certified (subject to the applicable Co-Payment) days up to a maximum of 730 days for any one confinement,

including intensive care. There will be no limit to the number of Hospital confinements for which benefits are paid if they are due to different causes, or if they are separated by a complete recovery or a period of 90 days, or in the case of an Employee, if they are separated by a return to full-time work.

(b) **Additional Benefits.** Benefits are also payable for the charges which are incurred on the same day as the room and board charge is made by the Hospital to the Participant for Miscellaneous Services and Supplies which are actually furnished to the patient when ordered by a Physician and consistent with the diagnosis and treatment for which care is being provided.

(i) When there is a certified or non-certified Hospital charge for room and board, additional benefits will be provided without limit for the following Miscellaneous Services and Supplies: administration of anesthesia, ambulance service provided by any Hospital or professional ambulance service and charges made by Hospital-approved Physicians or other medical technicians for services utilizing Hospital equipment, when such services are not provided by the Hospital or performed by members of the Hospital's staff.

The term Miscellaneous Services and Supplies shall include bandages, crutches, splints, braces and trusses (including services related to initial fitting and adjustment of these items) when provided and billed by the Hospital or other professional qualified personnel.

The term Miscellaneous Services and Supplies shall also include Hospital charges for "supplementary medical service", "room and board supplement", "special room supplement", "isolation", "contagious", "intensive care", "cardiac care unit", or similar terms of like meaning if such services are in fact billed and certified by the Hospital to be hospital medical services and/or hospital medical supplies.

(ii) The benefits of Subparagraph (i) will also be paid where there is no Hospital charge for room and board if the Participant received electro-shock therapy in a Hospital. The benefits of Subparagraph (i) will also be paid if a Participant is confined in a Hospital either for an operation or for emergency care following an accident (including removal, wherever performed, of sutures, clamps, or casts applied for treatment of injuries sustained in such accident). Such outpatient electro-shock therapy or emergency care for which benefits are payable shall include charges by a Doctor where such services are not routinely provided by the Hospital, provided such Doctor personally treats the patient and is not an employee of the Hospital.

(iii) When usual miscellaneous hospital-medical services are not available in a Hospital or when for other legitimate reasons a Doctor decides to provide Miscellaneous Services and Supplies in the Hospital, the charges will be paid, provided such charges do not exceed the usual Hospital charges for such services.

BENEFIT PAYMENT

■ IN-NETWORK COVERAGE

IN-NETWORK COINSURANCE FOR ELIGIBLE EXPENSES AFTER THE DEDUCTIBLE UP TO IN-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

■ OUT-OF-NETWORK COVERAGE

OUT-OF-NETWORK COINSURANCE OF ELIGIBLE EXPENSES AFTER THE OUT-OF-NETWORK DEDUCTIBLE UP TO OUT-OF-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

C. OUTPATIENT CARE

1. Benefits

- (a) Diagnostic X-rays. Charges directly connected with X-rays or fluoroscopy for diagnostic purposes will be paid wherever performed when authorized by a Doctor, a Doctor of Dental Surgery, or a Doctor of Podiatry or Surgical Chiropody.
- (b) Diagnostic Lab Tests. Charges made for diagnostic laboratory tests will be paid wherever performed when authorized by a Doctor.
- (c) CAT/MRI Scans. Charges made for diagnostic Computerized Axial Tomographic (CAT) scans or Magnetic Resonance Imaging (MRI) scans wherever performed when authorized by a Physician.
- (d) Other Medical Tests. Charges made for such medical tests as basal metabolism, electrocardiographs and electro-encephalograms will be paid wherever performed when authorized by a Physician.
- (e) Outpatient Medical Care. Charges made by a Hospital for necessary medical care performed in the Hospital's outpatient department for treatment of a physical disorder not arising from an accident when authorized by a Physician. Such medical care shall include all the hospital-medical services and supplies and other charges described above and for emergency care following an accident.
- (f) Radioactive Therapy. Benefits will be paid for charges made for X-ray, radium and radioactive isotopic therapy wherever performed when authorized by a Physician.
- (g) Chemotherapy. Benefits are payable for necessary treatment through the use of chemotherapy under the direction of a Physician.
- (h) Pre-Admission Testing. Benefits will be provided for Pre-Admission Testing at the Hospital in which the authorized surgery is to be performed.
- (i) Emergency Room. Benefits will be paid for the treatment of injuries within 24 hours of an accident; for the treatment of disorders not arising from an accident, if authorized by a Physician; and for sudden, serious illnesses which require Emergency Treatment.
- (j) Other Emergency Care. Charges made by a Doctor of Medicine (M.D.) or a Doctor of Osteopathy (D.O.) for emergency care rendered in a medical facility or a Physician's office following an accident.

BENEFIT PAYMENT

FOR EMERGENCY ROOM/URGENT CARE VISITS:

■ IN-NETWORK COVERAGE

ONE HUNDRED PERCENT (100%) OF ELIGIBLE EXPENSES AFTER A \$200 COPAYMENT FOR EMERGENCY CARE VISITS, AND \$50 COPAYMENT FOR URGENT CARE VISITS

■ OUT-OF-NETWORK COVERAGE

ONE HUNDRED PERCENT (100%) OF ELIGIBLE EXPENSES AFTER A \$200 COPAYMENT FOR EMERGENCY CARE VISITS, AND \$50 COPAYMENT FOR URGENT CARE VISITS

ALL OTHER OUTPATIENT SERVICES WILL BE COVERED AS FOLLOWS:

■ IN-NETWORK COVERAGE

IN-NETWORK COINSURANCE FOR ELIGIBLE EXPENSES AFTER THE DEDUCTIBLE UP TO IN-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

■ OUT-OF-NETWORK COVERAGE

OUT-OF-NETWORK COINSURANCE OF ELIGIBLE EXPENSES AFTER THE OUT-OF-NETWORK DEDUCTIBLE UP TO OUT-OF-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

D. SURGERY

1. Surgical Services. Benefits will be provided for surgical services consisting of operative and cutting procedures (including the usual post-operative care). Such services may be performed in or out of a Hospital by a Physician. Certain operations and procedures require a review by the Utilization Review Agent as described in Section V. A. If the services are performed out of a Hospital, the Co-Payment and coverage level will be determined on the basis of the type of facility (Outpatient Surgical Facility or Physician's office) in which the surgical services are performed. Additional benefits will be provided as follows:

- (a) Schedule of Surgical Operations-Podiatry. Surgical services performed by a Doctor of Podiatry (D.P.M.) or Surgical Chiropody (D.S.C.) (Podiatrist) acting within the scope of his or her license, which are described in the Schedule of Surgical Operations-Podiatry (Chiropody) contained in Appendix 1.
- (b) Obstetrical Services. Obstetrical services for pregnancies of female Employees, Dependent children and wives of Employees.
 - (i) Birthing Center or Home Birth Services. Benefits will be provided at a qualified Birthing Center or for a home birth attended by a Physician or midwife for services and supplies normally covered as an inpatient.
 - (ii) Inpatient Maternity Services. Benefits will be provided for inpatient maternity the same as any other inpatient confinement, and for obstetrical

services, for pregnancies of Employees or wives of Employees.

Notwithstanding any other provision of the Plan, benefits under the Plan for any hospital length of stay of a mother or newborn child shall not be restricted to less than 48 hours following a normal delivery or 96 hours following delivery by cesarean section. Early discharge of less than 48 or 96 hours will be permitted if it is determined to be medically appropriate by the attending physician in consultation with the mother. Benefits under the Plan will be extended to hospital confinements in excess of 48 or 96 hours for a mother or newborn child if such confinement is determined to be Medically Necessary.

- (c) Non-Operative Procedures in Lieu of Surgery. Non-operative procedures performed by a Physician in lieu of surgery.
 - (d) Administration of Anesthetics. The administration of anesthetics, except local infiltration anesthetic, other than in a Hospital in connection with surgical or obstetrical services for which benefits are provided under the Plan, when administered and billed by a Certified Registered Nurse Anesthetist or a Physician (other than the operating surgeon or his or her assistant) who is not an employee of, nor compensated by, a Hospital, laboratory or other institution.
 - (e) Preparation of casts, made of plaster and other synthetic molded materials, required for medical treatment.
 - (f) Outpatient Surgical Dressings. Special bandages, crutches, braces, trusses, and splints, including services related to the initial fitting and adjustment of these items, when provided and charged by a Hospital or other qualified personnel.
 - (g) Ambulatory Outpatient Surgery. Facility charge of a free standing ambulatory Outpatient Surgical Facility in connection with a surgical procedure for which benefits are payable under this Plan.
 - (h) Assisting Physician. When pre-certified surgical services are performed on an inpatient of a Hospital, benefits will also be provided for the services of a Physician who actively assists the operating surgeon in the performance of such surgical services when the type and complexity of the surgical service and the condition of the patient requires such assistance and when the Hospital does not have an approved intern or resident training program or a house officer or does not have surgical assistance routinely available as a service provided by a Hospital intern, resident or house officer.
 - (i) Sterilizations and Abortions. Vasectomies and tubal ligations and medically-necessary abortions.
2. Second Surgical Opinions. Benefits will be provided for examinations for second surgical opinions in connection with a non-emergency surgical procedure. A non-emergency surgical procedure is defined as a procedure which has been scheduled at the patient's or Physician's convenience without jeopardizing the patient's life or causing serious impairment to the patient's bodily functions.
 3. Review of Certain Procedures. Certain non-emergency surgical procedures are deemed to be elective surgery and may require a review by the Utilization Review Agent in order to be eligible for maximum benefits under this Plan. These procedures are subject to Prospective Procedure Review as described in Section V.A.2.

BENEFIT PAYMENT

■ IN-NETWORK COVERAGE

IN-NETWORK COINSURANCE FOR ELIGIBLE EXPENSES AFTER THE DEDUCTIBLE UP TO IN-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

IF PERFORMED IN A DOCTOR'S OFFICE, ONE HUNDRED PERCENT (100%) OF ELIGIBLE CHARGES AFTER A \$30 COPAYMENT PER OFFICE VISIT WITH A GENERAL PRACTITIONER OF FAMILY PRACTICE, A PEDIATRICIAN OR AN INTERNIST AND A \$40 COPAYMENT PER OFFICE VISIT WITH A SPECIALIST.

■ OUT-OF-NETWORK COVERAGE

OUT-OF-NETWORK COINSURANCE OF ELIGIBLE EXPENSES AFTER THE OUT-OF-NETWORK DEDUCTIBLE UP TO OUT-OF-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

E. PROFESSIONAL SERVICES

1. In-Hospital Physician Services. Benefits will be paid for visits during a Hospital confinement by a Physician. Benefits will not be payable for calls made at the time of an operation or obstetrical procedure or for calls made after an operation or obstetrical procedure if due to the condition which caused the operation or obstetrical procedure unless such calls were during a subsequent confinement separated by a non-confinement period of at least 7 days.

The Pediatrician's initial post delivery charge will be covered.

There is no limit to the number of periods of services for which benefits will be paid if the confinements are due to different causes, or if they are separated by complete recovery or by a period of at least 90 days, or, in the case of an Employee, if they are separated by a return to full-time work.

BENEFIT PAYMENT

■ IN-NETWORK COVERAGE

IN-NETWORK COINSURANCE FOR ELIGIBLE EXPENSES AFTER THE DEDUCTIBLE UP TO IN-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

■ OUT-OF-NETWORK COVERAGE

OUT-OF-NETWORK COINSURANCE OF ELIGIBLE EXPENSES AFTER THE OUT-OF-NETWORK DEDUCTIBLE UP TO OUT-OF-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

2. **Physician Office Visits.** Treatment and diagnostic care benefits will be provided for visits to a Physician's office for diagnostic procedures or treatment due to accident or illness, unless otherwise provided in Section V. E. 3 or V. G. of the Plan.

Physician Office Examinations. Benefits will be provided for visits to a Physician's office for examinations and evaluations that fall under the following descriptions and classifications:

CPT Code	Description of Service
99201	New Patient Office Visit
99202	New Patient Office Visit-Expanded
99203	New Patient Office Visit-Detailed
99204	New Patient Office Visit-Comprehensive, moderate complexity
99205	New Patient Office Visit-Comprehensive, high complexity
99211	Established Patient Office Visit
99212	Established Patient Office Visit-Problem Focused
99213	Established Patient Office Visit-Problem Focused, low complexity
99214	Established Patient Office Visit-Detailed, moderate complexity
99215	Established Patient Office Visit-Comprehensive, high complexity
99241	Office Consultation
99242	Office Consultation-Expanded
99243	Office Consultation-Detailed
99244	Office Consultation-Comprehensive, moderate complexity
99245	Office Consultation-Comprehensive, high complexity
99271	Confirmatory Consultation
99272	Confirmatory Consultation-Expanded
99273	Confirmatory Consultation-Detailed
99274	Confirmatory Consultation-Comprehensive, moderate complexity
99275	Confirmatory Consultation-Comprehensive, high complexity
92002	New Patient Ophthalmological Examination (non-refractive)
92004	New Patient Ophthal. Exam (non-refractive)-Comprehensive
92012	Established Patient Ophthal. Exam (non-refractive)
92014	Established Patient Ophthal. Exam (non-refract.)-Comprehensive
99050 and 99052	Examinations after normal business hours
99054 and 99058	Examinations on weekends

BENEFIT PAYMENT

- **IN NETWORK COVERAGE**

ONE HUNDRED PERCENT (100%) OF ELIGIBLE EXPENSES AFTER A \$30 COPAYMENT PER OFFICE VISIT WITH A GENERAL PRACTITIONER OF FAMILY PRACTICE, A PEDIATRICIAN OR AN INTERNIST AND A \$40 COPAYMENT PER OFFICE VISIT WITH A SPECIALIST .
THERE IS ONLY ONE COPAYMENT PER VISIT.

- **OUT-OF-NETWORK COVERAGE**

OUT-OF-NETWORK COINSURANCE OF ELIGIBLE EXPENSES AFTER THE OUT-OF-NETWORK DEDUCTIBLE UP TO OUT-OF-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL.

3. Chiropractic Services. Benefits will be provided for charges for chiropractic services of manipulations or adjustments for the treatment of neuromusculoskeletal conditions by a licensed Chiropractor (D.C.) or a Doctor of Osteopathy (D.O.). Benefits will also be provided for X-rays made during visits to a Chiropractor when necessary for the diagnosis and analysis of neuromusculoskeletal conditions.

BENEFIT PAYMENT

■COVERAGE

IN-NETWORK COINSURANCE FOR ELIGIBLE EXPENSES AFTER THE DEDUCTIBLE UP TO 30 VISITS PER YEAR

F. OTHER CONFINEMENTS

1. Extended Intermediate Care. Charges made by an approved Convalescent Nursing Unit for room and board will be paid up to a maximum of 100 days in a calendar year providing the Participant has been confined in a Hospital for at least 3 days and then admitted to such Convalescent Nursing Unit within 21 days following the Hospital confinement upon the written recommendation of the attending Physician certifying that the care is not custodial and that the patient's condition would require Hospital confinement if Convalescent Nursing Unit care were not available. Re-admission, upon the attending Physician's recertification, to such Convalescent Nursing Unit within 14 days following discharge will be considered a continuation of the same confinement for purposes of this Paragraph F. 1.

BENEFIT PAYMENT

■IN-NETWORK COVERAGE

IN-NETWORK COINSURANCE FOR ELIGIBLE EXPENSES AFTER THE DEDUCTIBLE UP TO IN-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL UP TO 100 DAYS PER CALENDAR YEAR

■OUT-OF-NETWORK COVERAGE

OUT-OF-NETWORK COINSURANCE OF ELIGIBLE EXPENSES AFTER THE OUT-OF-NETWORK DEDUCTIBLE UP TO OUT-OF-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

2. Home Health Care. Benefits will be provided for home care for 100 days per calendar year when provided by a Home Health Care Agency upon the written recommendation of the attending Physician that the care is in lieu of inpatient confinement in an acute care Hospital or Convalescent Nursing Unit. Such benefits shall include nursing care; services of a home health aide; physical, occupational, respiratory or speech therapy; nutrition counseling; medical social services; and medical supplies and services to the extent covered if the patient required confinement in the Hospital or Convalescent Nursing Unit.

BENEFIT PAYMENT

■IN-NETWORK COVERAGE

IN-NETWORK COINSURANCE FOR ELIGIBLE EXPENSES AFTER THE DEDUCTIBLE UP TO IN-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL UP TO 100 DAYS PER CALENDAR YEAR

■OUT-OF-NETWORK COVERAGE

OUT-OF-NETWORK COINSURANCE OF ELIGIBLE EXPENSES AFTER THE OUT-OF-NETWORK DEDUCTIBLE UP TO OUT-OF-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

3. Hospice Care. Benefits will be provided for terminally ill patients for care provided by a Hospice Care Program provided the care is recommended by the attending Physician and included in the patient's treatment plan. Benefits shall include: inpatient care for acute intervention, medical crisis or pain management; up to \$500 of bereavement support for the immediate Family within three months of the patient's death; and covered services and supplies shall include nursing care, Home Health Care services, respiratory and inhalation therapy, medical social services, individual and Family counseling and respite care.

BENEFIT PAYMENT

■ COVERAGE

IN-NETWORK COINSURANCE FOR ELIGIBLE EXPENSES AFTER THE DEDUCTIBLE UP TO IN-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

G. WELL CARE

1. Pre-Natal Physician Visits. Benefits are provided for visits to a Doctor prior to the birth of a child.
2. Well Child Care Prior To Age 18. Benefits will be provided for routine preventive care of a child while not confined in a Hospital.
3. Immunization of Children Prior To Age 18. Benefits will be provided for immunizations for preventive care of children prior to the age of 18.
4. Annual Pap Smear. Benefits are payable for a routine annual Pap Smear.
5. Annual Mammogram. Benefits are payable for routine annual mammograms for women age 40 and over.
6. Annual Prostate Examinations. Benefits are payable for routine annual prostate exams for men over age 40.
7. Contraceptive methods that meet the definition of "preventive health services" as defined by PPACA, other than prescription drug methods covered under Section V.K.5 below.

BENEFIT PAYMENT FOR SECTION V.G

■ IN-NETWORK COVERAGE

ONE HUNDRED PERCENT (100%) OF ELIGIBLE EXPENSES WITH NO COPAYMENT, COINSURANCE, OR DEDUCTIBLE FOR "PREVENTIVE HEALTH SERVICES AS DEFINED BY PPACA, TO THE EXTENT REQUIRED BY PPACA

FOR WELL SERVICES THAT DO NOT QUALIFY UNDER THE PRECEDING SENTENCE, ONE HUNDRED PERCENT (100%) OF ELIGIBLE EXPENSES AFTER A \$30 COPAYMENT PER OFFICE VISIT WITH A GENERAL PRACTITIONER OF FAMILY PRACTICE, A PEDIATRICIAN, OR AN INTERNIST AND A \$40 COPAYMENT PER OFFICE VISIT WITH A SPECIALIST.

■ OUT-OF-NETWORK COVERAGE

NO COVERAGE FOR WELL CARE OR OTHER PREVENTIVE HEALTH SERVICES

H. REHABILITATION

1. Prescribed Physical Therapy. Benefits will be provided for physical therapy provided by a licensed physical therapist upon the written recommendation of a Physician. Benefits are for a maximum 60 visits in a calendar year.
2. Cardiac Rehabilitation Phase II. Benefits are payable for a maximum of 60 visits in a calendar year for cardiac rehabilitation Phase II which includes treatments which result from bypass coronary surgery or myocardial infarction (heart attack) in a monitored exercise program in a clinical setting for the following groups of high-risk patients who need careful monitoring during exercise:
 - (a) Angina patients failing to respond to any conventional therapies;
 - (b) Patients who fail to show expected spontaneous improvement normally seen with implementation of the cardiac rehabilitation program;
 - (c) Patients unable to maintain heart rate within the prescribed safety zone during exercise for whatever reason.

A primary criterion for coverage is the patient's maximal functional capacity as expressed in mets (a multiple of the patient's resting oxygen capacity). Patients who have a mets level of less than 8 at three weeks after a cardiac event would be considered for coverage. Other determining factors are ventricular function and history of cardiac arrest and myocardial infarction.

Eligibility for the benefit described in this Section V. H. 2. will be determined by the Utilization Review Agent upon review of the following documentation obtained from the attending physician:

- (a) Physician's letter of medical necessity
- (b) Current history and physical exam findings, including surgeries
- (c) Patient progress notes

- (d) Initial and current evaluations from all providers
- (e) Treatment schedule
- (f) Hospital discharge summary
- (g) All laboratory tests

Phase III cardiac rehabilitation is not covered by this Plan.

BENEFIT PAYMENT FOR SECTION V. H. 1. AND 2.

■ IN-NETWORK COVERAGE

IN-NETWORK COINSURANCE FOR ELIGIBLE EXPENSES AFTER THE DEDUCTIBLE UP TO IN-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL UP TO A MAXIMUM OF 60 VISITS PER CALENDAR YEAR

■ OUT-OF-NETWORK COVERAGE

OUT-OF-NETWORK COINSURANCE OF ELIGIBLE EXPENSES AFTER THE OUT-OF-NETWORK DEDUCTIBLE UP TO OUT-OF-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

3. Inpatient Substance Abuse Treatment. Covered as specified in a contractual arrangement with a Network Provider.

BENEFIT PAYMENT

■ IN-NETWORK COVERAGE

IN-NETWORK COINSURANCE FOR ELIGIBLE EXPENSES AFTER THE DEDUCTIBLE UP TO IN-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

■ OUT-OF-NETWORK COVERAGE

OUT-OF-NETWORK COINSURANCE OF ELIGIBLE EXPENSES AFTER THE OUT-OF-NETWORK DEDUCTIBLE UP TO OUT-OF-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL.

4. Outpatient Substance Abuse Treatment. Benefits are payable for group therapy and for individual therapy.

BENEFIT PAYMENT

■ IN-NETWORK COVERAGE

ONE HUNDRED PERCENT (100%) OF ELIGIBLE EXPENSES AFTER A \$30 COPAYMENT FOR EACH GROUP THERAPY SESSION.

ONE HUNDRED PERCENT (100%) OF ELIGIBLE EXPENSES AFTER A \$30 COPAYMENT FOR EACH INDIVIDUAL THERAPY VISIT

■ OUT-OF-NETWORK COVERAGE

OUT-OF-NETWORK COINSURANCE OF ELIGIBLE EXPENSES AFTER THE OUT-OF-NETWORK DEDUCTIBLE UP TO OUT-OF-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL.

I. MENTAL/NERVOUS DISORDERS

1. Inpatient Mental and Nervous Disorders. Covered as specified in a contractual arrangement with a Network Provider.

BENEFIT PAYMENT

■ IN-NETWORK COVERAGE

IN-NETWORK COINSURANCE FOR ELIGIBLE EXPENSES AFTER THE DEDUCTIBLE UP TO IN-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

■ OUT-OF-NETWORK EXPENSES

OUT-OF-NETWORK COINSURANCE OF ELIGIBLE EXPENSES AFTER THE OUT-OF-NETWORK DEDUCTIBLE UP TO OUT-OF-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

2. Outpatient Treatment of Mental and Nervous Disorders. Benefits are payable for group therapy and for individual therapy.

BENEFIT PAYMENT

■ IN-NETWORK COVERAGE

ONE HUNDRED PERCENT (100%) OF ELIGIBLE EXPENSES AFTER A \$30 COPAYMENT FOR EACH GROUP THERAPY VISIT

ONE HUNDRED PERCENT (100%) OF ELIGIBLE EXPENSES AFTER A \$30 COPAYMENT FOR EACH INDIVIDUAL THERAPY VISIT

■ OUT-OF-NETWORK COVERAGE

OUT-OF-NETWORK COINSURANCE OF ELIGIBLE EXPENSES AFTER THE OUT-OF-NETWORK DEDUCTIBLE UP TO OUT-OF-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

J. HEARING, SPEECH THERAPY, AND ORAL SURGERY

1. Hearing Care. Benefits will be provided for audiological tests upon written referral by a Physician.

BENEFIT PAYMENT

■ COVERAGE

IN-NETWORK COINSURANCE FOR ELIGIBLE EXPENSES AFTER THE DEDUCTIBLE UP TO IN-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

2. Speech Therapy. Benefits will be provided for up to 60 visits in a calendar year for restorative or rehabilitative speech therapy or speech therapy to correct speech impairment due to a structural, physiological or neurological disorder as certified by a Physician, whether or not congenital, rendered by a qualified speech therapist for speech loss or impairment upon the written recommendation of a Physician.

BENEFIT PAYMENT

■ IN-NETWORK COVERAGE

IN-NETWORK COINSURANCE FOR ELIGIBLE EXPENSES AFTER THE DEDUCTIBLE UP TO IN-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL UP TO A MAXIMUM OF 60 VISITS PER CALENDAR YEAR

■ OUT-OF-NETWORK SERVICES COVERAGE

OUT-OF-NETWORK COINSURANCE OF ELIGIBLE EXPENSES AFTER THE OUT-OF-NETWORK DEDUCTIBLE UP TO OUT-OF-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

3. Oral Surgery. Benefits will be payable for eligible charges, including local and general anesthesia charges for procedures performed by a Doctor of Dental Surgery (D.D.S.) or Doctor of Medicine (M.D.) described in the Schedule of Oral Surgical Procedures contained in Appendix 2 including treatment of a fractured jaw or of accidental injuries to natural teeth within 12 months of the accident (including replacement of such natural teeth within such period).

BENEFIT PAYMENT

■ COVERAGE

IN-NETWORK COINSURANCE FOR ELIGIBLE EXPENSES AFTER THE DEDUCTIBLE UP TO IN-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

K. MEDICAL SERVICES AND SUPPLIES

1. Medical Supplies and Durable Medical Equipment. Benefits will be payable for the purchase or rental of a wheelchair, hospital bed, iron lung, glucometer and similar equipment, provided, in the case of purchase, that the criteria below have been fulfilled:
 - (a) The use of such equipment is certified by the attending Physician to be Medically Necessary; and

- (b) The rental cost of the equipment for the period of use prescribed by the attending Physician exceeds the purchase price.

Whenever the purchase price of the equipment exceeds \$500, prior approval of the Employer will be required. Benefits also will be provided for catheters, colostomy bags and jobst stockings if prescribed as Medically Necessary by a Physician.

BENEFIT PAYMENT

■ IN-NETWORK COVERAGE

IN-NETWORK COINSURANCE FOR ELIGIBLE EXPENSES AFTER THE DEDUCTIBLE UP TO IN-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

■ OUT-OF-NETWORK COVERAGE

OUT-OF-NETWORK COINSURANCE OF ELIGIBLE EXPENSES AFTER THE OUT-OF-NETWORK DEDUCTIBLE UP TO OUT-OF-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

2. Diabetic Care Supplies. Benefits are payable for diabetic care supplies (which include only syringes, needles, and test tapes) if prescribed as Medically Necessary by a Physician.

BENEFIT PAYMENT

■ IN-NETWORK COVERAGE

ONE HUNDRED PERCENT (100%) OF ELIGIBLE EXPENSES AFTER A \$12 PRESCRIPTION DRUG CO-PAYMENT THROUGH THE RETAIL PRESCRIPTION DRUG NETWORK OR \$30 THROUGH THE MAIL ORDER PRESCRIPTION SERVICE. .

■ OUT-OF-NETWORK COVERAGE

OUT-OF-NETWORK COINSURANCE OF ELIGIBLE EXPENSES AFTER THE OUT-OF-NETWORK DEDUCTIBLE UP TO OUT-OF-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

3. Artificial Limbs, Larynx and Eyes. Benefits will be provided for artificial limbs, larynx and eyes.

BENEFIT PAYMENT

■ COVERAGE

IN-NETWORK COINSURANCE FOR ELIGIBLE EXPENSES AFTER THE DEDUCTIBLE UP TO IN-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

4. Ambulance (Local/Air). Benefits will be provided for ambulance service (a) to a Hospital from an accident scene or (b) upon written recommendation by a Physician, for transportation between Hospitals or Convalescent Nursing Units, or between home and a Hospital or

Convalescent Nursing Unit. If an ambulance service is required because of a life-threatening accident or condition, it will be considered In-Network regardless of whether the ambulance service is a Network Provider.

BENEFIT PAYMENT

■ COVERAGE

IN-NETWORK COINSURANCE FOR ELIGIBLE EXPENSES AFTER THE DEDUCTIBLE UP TO IN-NETWORK STOP-LOSS AND THEN ELIGIBLE EXPENSES COVERED IN FULL

5. Prescription Drug Benefits

(a) **General.** Prescription drug benefits will be payable if a Participant, as a result of an accident or sickness, incurs expenses for covered prescription drugs dispensed by any person or organization legally licensed to dispense drugs, upon the order of a Physician.

(b) **Benefits**

(i) Benefits will be provided through participating providers who have agreed to accept an assignment of the benefit claim hereunder by the Participant to the provider plus the applicable Copayment by the Participant as full payment for an A-rated generic prescription drug or brand name prescription drug when an A-rated generic prescription drug is not available. If the brand name prescription drug is dispensed when an A-rated generic prescription drug is available, the Participant is required to pay the applicable Copayment plus the cost difference between the brand name and A-rated generic prescription drug. The Copayment amount and cost difference, if applicable, is to be paid by the Participant and is applicable to the initial requirement for a prescription drug of 30 days or less.

Prescription drug requirements in excess of an initial 30-day supply, up to and including a 90 day supply, must be filled through the Mail Order Prescription Service established by the Employer or the Company with the applicable Copayment as full payment for an A-rated generic prescription drug or brand name prescription drug when an A-rated generic prescription drug is not available or when the Doctor specifies that a brand name drug be dispensed.

If the Mail Order Prescription Service is not used when required, the benefit reimbursement will be handled as if the drug has been dispensed by a non-participating provider except the amount of reimbursement of the Participant will be equal to the Employer's cost as if the Mail Order Prescription Service had provided the prescription drug.

(ii) If a covered prescription drug is dispensed by a non-participating provider, the amount of the benefit for the initial requirement of a prescription drug of 30 days or less will be:

- (A) The dispensing fee for the covered prescription drug which the individual provider most frequently charges his/her customers for dispensing similar drugs, plus
- (B) The actual cost of the covered prescription drug to the provider, plus
- (C) Any applicable state sales tax for the covered prescription drug, less
- (D) The applicable minimum Copayment or 20 percent of the cost, whichever is higher, of the A-rated generic prescription drug or brand name prescription if an A-rated generic prescription drug is not available. If a brand name prescription drug is dispensed when an A-rated generic prescription drug is available, the Participant is required to pay the minimum Copayment described in the preceding sentence plus the cost difference between the brand name and A-rated generic prescription drugs.

(c) Covered Prescription Drugs

The prescription drugs covered by this Section V.K.5. are:

- (i) Injectable insulin, or any Prescription Legend Drug for which a prescription is required;
- (ii) A compound medication of which at least one ingredient is a Prescription Legend Drug;
- (iii) Generic oral contraceptives that are a "preventive health service" as defined under PPACA, or a brand equivalent if no generic oral contraceptive is effective and safe for the Participant to use, in either case, such drug shall be covered with no cost sharing; and
- (iv) Any other drug which under applicable state law may only be dispensed upon the prescription of a Physician;

provided that a prescription drug shall not be covered under this Section V.K.5. if (A) the cost thereof is included in the cost of other services or supplies provided to or prescribed for the Participants, or (B) such drug is consumed at the time and place the prescription is ordered; except, however, a drug dispensed by a licensed pharmacy doing business with the public will be covered.

"Prescription Legend Drug" means, for the purpose of this Section V.K.5., any medical substance, the label of which, under the federal Food, Drug, and Cosmetic Act, as from time to time amended, is required to bear the legend: "Caution: Federal Law prohibits dispensing without a prescription".

(d) Exclusions

- (i) No benefit shall be payable to a Participant who is entitled to receive reimbursement under any workers' compensation law or is entitled to benefits from any municipal, state, federal or other governmental program of any sort for the same medical condition or injury.

- (ii) Except as specifically provided in (c)(iii) above, no benefit shall be payable for any medication or device which is to be used for contraceptive purposes. In addition, no benefit shall be payable for any therapeutic device or appliance (e.g., hypodermic needles, syringes, support garments and other non-medicinal substances).
- (iii) No benefit shall be payable for the administration of any medication.
- (iv) No benefit shall be payable for any medication for which the customary and usual charge is less than the applicable copayment.
- (v) No benefit shall be payable for more than a 90 day supply of any medication, for any refill in excess of the number specified by the Physician, or for any refill dispensed after one year from the Physician's order.
- (vi) No benefit will be paid for sexual dysfunction drugs

HIP COVERAGE

An annual deductible separate from medical will be applied to prescription drug benefits of \$150 for individual and \$300 for family.

■ IN-NETWORK COVERAGE

APPLICABLE COPAYMENTS	RETAIL PHARMACY	MAIL ORDER
A-Rated Generic Drug	\$12.00	\$30.00
Formulary Brand Drug	Higher of \$20.00 or 20% coinsurance	Higher of \$50.00 or 20% coinsurance
Non-Formulary Brand Drug	Higher of \$40.00 or 40% coinsurance	Higher of \$100 or 40% coinsurance
Maximum Days Supplied	30 Days	90 Days
Maximum Copay	\$100.00	\$200.00

A 50% COPAYMENT WILL BE REQUIRED FOR ANY NON-SEDATING ANTIHISTAMINES AND GASTRO-ESOPHAGEAL DRUGS

IF A BRAND NAME PRESCRIPTION DRUG IS DISPENSED WHEN AN A-RATED GENERIC PRESCRIPTION DRUG IS AVAILABLE THE APPLICABLE COPAYMENT IS REQUIRED PLUS THE COST DIFFERENCE BETWEEN THE BRAND NAME AND A-RATED GENERIC PRESCRIPTION DRUG.

■ OUT-OF-NETWORK COVERAGE

APPLICABLE COPAYMENTS	RETAIL PHARMACY	MAIL ORDER
A-Rated Generic Drug	\$12.00	\$30.00
Formulary Brand Drug	Higher of \$20.00 or 20% coinsurance	Higher of \$50.00 or 20% coinsurance
Non-Formulary Brand Drug	Higher of \$40.00 or 40%	Higher of \$100 or

	coinsurance	40% coinsurance
Maximum Days Supplied	30 Days	90 Days
Maximum Copay	\$100.00	\$200.00

A 50% COPAYMENT WILL BE REQUIRED FOR ANY NON-SEDATING ANTIHISTAMINES AND GASTRO-ESOPHAGEAL DRUGS

IF A BRAND NAME PRESCRIPTION DRUG IS DISPENSED WHEN AN A-RATED GENERIC PRESCRIPTION DRUG IS AVAILABLE THE APPLICABLE COPAYMENT IS REQUIRED PLUS THE COST DIFFERENCE BETWEEN THE BRAND NAME AND A-RATED GENERIC PRESCRIPTION DRUG.

Prescription drugs that are ongoing and used for maintenance may be filled three times at retail and then must be refilled through mailorder or pay a double co-pay at retail.

SECTION VI. EXCLUSIONS AND LIMITATIONS

A. CHARGES NOT COVERED. The following charges are not covered under this Plan:

1. Non-Compliance with Pre-Certification Procedures. Charges that would otherwise have been payable under this Plan if the Participant had followed the required procedures for:
 - Pre-Admission Certification
 - Concurrent Review After Admission
 - Pre-Admission Testing
 - Weekend Admissions
 - Prospective Procedure Review
2. Workers' Compensation. Charges incurred in connection with an accident or sickness arising out of, or in the course of, any employment for wage or profit, or disease covered by a workers' compensation law or similar legislation.
3. Check Up Examinations. Charges for medical examinations for "check up" purposes when not incident and necessary to the treatment of an illness, except as otherwise provided for herein or required to be covered by applicable law.
4. Cosmetic Surgery. Charges incurred in connection with remedying a condition by means of cosmetic surgery unless such condition is the result of accidental bodily injury sustained while a Participant. Notwithstanding any other provision of the Plan, in the event that a Participant undergoes a mastectomy that is covered by the Plan and such Participant elects breast reconstruction in connection with such mastectomy, coverage for reconstruction of the breast on which such mastectomy has been performed, surgery and reconstruction of the other breast to produce a symmetrical appearance, prostheses and the cost of physical complications at any stage of the mastectomy, including lymphedemas, in a manner determined in consultation with the attending physician and the patient, shall be provided under this Plan.

5. Government Facility. To the extent not required to be covered by applicable law, charges incurred during confinement in a Hospital owned or operated by the United States Government or agency thereof, charges for services, treatments or supplies furnished by or for the United States Government or any agency thereof, and charges incurred during confinement in a Hospital owned or operated by a state, province or political subdivision unless there is an unconditional requirement to pay these last mentioned charges without regard to any rights against others, contractual or otherwise, or charges for services or supplies that are furnished or paid for because of service in the armed forces of any government.
6. Act of War. Charges incurred in connection with illness or injury due to an act of war, including but not limited to, any war declared or undeclared, and armed aggression resisted by the armed forces of any country, combinations of countries or international organization, if such act occurs while the Participant is a covered individual.
7. Mouth Conditions. Charges for Physician's services in connection with mouth conditions due to periodontal or periapical disease, or involving any of the teeth, their surrounding tissue or structure, the alveolar process or the gingival tissue, unless the charges are for treatment in connection with eligible dental surgical procedures.
8. Flat Feet. Charges for Physician's services in connection with weak, strained or flat feet, any instability or imbalance of the foot or any metatarsalgia or bunion, unless the charges are for an open cutting operation or services provided by a Doctor of Medicine or a Doctor of Osteopathy.
9. Corns, etc. Charges for Physician's services in connection with corns, calluses or toenails, unless the charges are for the partial or complete removal of nail roots or for services prescribed by a Doctor (M.D. or D.O.) who is treating the patient for a metabolic or peripheral-vascular disease.
10. Medicare and Government Coverage. Charges incurred for services, treatment and supplies in connection with an illness of a covered individual, to the extent such services, treatments and supplies, or payment of such charges, or any benefit for or in connection with such charges, services, treatments or supplies, is provided for the covered individual under or by any law or plan of any government or political sub-division (including but not limited to Medicare and Medicare Part B benefits).
11. Sterilization Reversal. Charges for sterilization reversal procedures.
12. Certain Confinements. Expenses for confinement in any institution or any part of any institution which is not a Hospital, Hospice or Convalescent Nursing Unit.
13. Self-Inflicted Injuries. Charges for intentionally self-inflicted injuries or charges incurred for medical care resulting from the commission of a serious crime.
14. Charges for Completing Forms. Charges for completing claim forms.
15. T.V. or Telephone. Personal comfort, entertainment or convenience items, such as television or telephone use while hospitalized.
16. Custodial Care. Charges for custodial care.
17. Certain Eye and Hearing Care. Charges for eye refractions or examinations for the fitting of glasses or hearing aids.

If, after benefits have been paid on account of services, treatments and supplies given to the Participant in connection with an illness or injury of such person, it is determined that any such services, treatments or supplies are described above, the Employer will be entitled to a refund from the Employee of the amount paid by it in connection with such illness or injury which is in excess of the benefits which would have been payable based on the actual eligible charges incurred.

B. LIMITATIONS

1. **Duplication of Benefits.** The benefits provided by the Employer under this Plan shall be reduced when and to the extent they are hereafter duplicated or supplemented, in whole or in part, by federal or state statute or by payments made under any "No Fault" auto insurance. Refer also to Section IX., Coordination of Benefits.
2. **Medically Necessary Abortions.** The benefits under this Plan shall apply only to abortions that are Medically Necessary, that is, where the life of the mother would be endangered if the pregnancy continued, and medical complications arising from a Medically Necessary abortion.
3. **Medically Necessary Services.** Coverage hereunder excludes charges for any service or supply which is not Medically Necessary for the care of the patient's sickness, injury or condition.

SECTION VII. EMPLOYEE PAYMENTS

A. DEDUCTIBLES

1. **Annual Individual Deductible.** The amount of the annual individual In-Network Deductible is \$250 and Out-of-Network Deductible is \$500, as set forth throughout the Plan. For New Hires see Appendix 3.
2. **Deductible Carryover.** There are no Deductible carryovers applicable to a subsequent Benefit Year.
3. **Maximum Annual Family Deductible.** The maximum annual family In-Network Deductible is \$500 and Out-of-Network Deductible is \$1,000, as set forth throughout the Plan. For New Hires see Appendix 3.
4. **Charges in excess of the Reasonable and Customary Fee** shall not apply to the applicable Deductible.

B. COPAYMENTS

Copayments are \$30, \$40, \$50 for Urgent Care Facilities and \$200 for Emergency Room Facilities as set forth throughout the Plan.

C. CO-INSURANCE

Co-Insurance is 90% for In-Network and 70% for Out-of-Network as set forth throughout the Plan. For New Hires see Appendix 3.

D. STOP-LOSS

The individual In-Network Stop-Loss per year is \$2,000. The Family In-Network Stop-Loss per year is \$4,000. The individual Out-of-Network Stop-Loss per year is \$4,000. The Family Out-of-Network Stop-Loss charge per year is \$8,000. Charges in excess of the Reasonable and Customary Fee shall not apply to the applicable Stop-Loss. For New Hires see Appendix 3.

E. EMPLOYEE PREMIUMS

Effective January 1, 2014, weekly premiums of \$15.02 for single coverage, \$27.97 for employee plus spouse, \$29.25 for employee plus child(ren), and \$47.38 for family coverage. Premiums will be increased by 10% over the premium amount in effect in the previous year for each of 2015, 2016, and 2017.

SECTION VIII. CLAIMS

A. PROOF OF CLAIM

Written proof of charges upon which a claim may be based must be furnished to the Contract Administrator not later than twelve (12) months after the end of the Benefit Year in which the charges were incurred.

B. INITIAL CLAIM DETERMINATION

All claims of Employees for benefits under the Plan, including those claims for benefits that require notification or approval prior to receiving medical care, shall be filed and processed in accordance with procedures established by the applicable Contract Administrator. The claims procedures of each Contract Administrator that are applicable to the Plan are hereby incorporated by reference. Claims and review procedures shall comply with applicable law, including the requirements under PPACA regarding the internal claims and appeals process and the availability of external review.

A claimant is entitled to a full review of his or her claim by the Company's Pension Board after he or she has been notified by the Contract Administrator of a denial or a reduction of benefits. A claimant desiring a review must make a written request to the Pension Board requesting such a review, which may include whatever comments or arguments such claimant wishes to submit. During the review, the claimant may represent himself or herself or appoint a representative to do so, and will have the right to inspect all documents pertaining to the claim.

A request for a review must be filed with the Pension Board within sixty (60) days after the date the claim for benefits under the Plan was denied or reduced by the Contract Administrator. If no request is received within the time limit, the denial or reduction of benefits will be final. However, if a request for a review is filed, the Pension Board must render its decision under normal circumstances within thirty (30) days of the receipt of the request for review. In special circumstances the decision may be delayed, but must in any event be rendered no later than sixty (60) days after the receipt of the request. All decisions of the Pension Board shall be in writing and shall include specific reasons for whatever action has been taken and the Plan provisions on which the decision is based.

C. LEGAL ESTOPPEL

No action at law or in equity shall be brought to recover under the Plan prior to the exhaustion of administrative remedies provided by the Plan. No such action shall be brought more than two (2) years after the expiration of the time within which proof of such a loss is required.

D. REPAYMENT OF IMPROPER CLAIMS

If, after benefits have been paid on account of services, treatments and supplies furnished to a Participant, it is determined that benefits have been allowed or paid on ineligible expenses under the Plan, the Employer shall be entitled to a refund from the Participant of the amount paid in connection with such claim which is in excess of the benefits which would have been payable based on the actual eligible charges incurred. The Employer shall have the right to make deduction of said amount from future claim payments or from the Employee's pay.

E. PROPER DATING

An expense will be deemed to be incurred as of the date of service, treatment or purchase giving rise to the charge, rather than on the date the bill is received.

F. GRIEVANCE PROCEDURE

If any difference shall arise between the Employer and any Employee with respect to whether or not the Employer has provided the benefits under this Plan such difference may be taken up as a grievance under the grievance procedure provided for under the CBA at the Labor Relations Department level. If any such grievance shall be taken before the impartial arbitrator in accordance with such procedure, then the impartial arbitrator shall have the authority only to decide the question pursuant to the provisions of this Plan applicable to the question, but he or she shall have no authority in any way to alter, add to or subtract from any such provisions. The decision of the impartial arbitrator shall be binding upon the Employer, such Employee, the Pension Board and all other interested parties. Termination of the CBA shall not invalidate the use of its grievance procedure for the purposes of this Plan.

G. SUBROGATION AND REIMBURSEMENT

1. In the event a Participant is legally entitled to recover all or a portion of the cost of a service or a prescription drug covered by this Plan from a third party, the Employer will, upon making payment under this Plan, succeed to any rights of recovery the Participant may have or acquire (with respect to such service or prescription drug) against any individual or organization except insurers of individual hospital, surgical or medical policies issued to the Participant.
2. Participants, by acceptance of such benefit payments, agree to furnish such information and assistance and execute such assignments and other instruments as the Employer may reasonably request to facilitate enforcement of the successor rights of the Employer. Participants shall take no action prejudicing such rights of the Employer.
3. An Employee who is required to appear and defend against a civil action involving this subrogation provision shall be compensated for time lost from his or her regular scheduled shift. The rate of pay shall be the Employee's "average hourly earnings" (as determined pursuant to Part II, Article IV).
4. In the event a Participant recovers all or a portion of the cost of a service or a prescription drug covered by this Plan from a third party or first party insurer, the Employer shall have the right to reimbursement from the Participant for all sums which the Employer may pay or has paid under this Plan. In such event, the Employer shall be entitled to require from such Participant a

reimbursement agreement (in a form to be provided by the Plan Administrator) to the extent of any payments so made. If such Participant fails to execute a reimbursement agreement as directed by the Plan Administrator or fails to reimburse the Plan, such Participant's benefits under this Plan shall terminate immediately upon such failure.

SECTION IX. COORDINATION OF BENEFITS

A. NON-DUPLICATION OF BENEFITS

1. **Non-Duplication.** There will be no duplication of benefits from this Plan and other group medical benefit plans in those cases where the total payments would exceed total covered expenses.
2. **Where There Is Duplication.** When there is duplicate coverage, benefits will be determined as follows:
 - (a) **Other Than As A Dependent.** The benefits of a plan that cover a person as other than a Dependent shall be determined before the benefits of a plan that cover the person as a Dependent.
 - (b) **Employee/Retiree.** The benefits of a plan that cover the person as an Employee or as a Dependent shall be determined before the benefits of a plan that cover the person as a retiree or as a Dependent of a retiree.
 - (c) **Husband/Wife.** In those cases where both husband and wife are employed, the program of the parent whose birthday (month and day only) falls earlier in the calendar year will be considered primary, and the parent whose birthday (month and day only) falls later in the calendar year will be considered secondary with respect to the Dependent children of the husband and wife. If the husband and wife have the same birthday (month and day only) the program covering the parent longer is primary and the program covering the other parent for the shorter time is secondary. When the program of the Employee's spouse does not determine primary coverage for Dependent children based on birthday, the program covering the husband as an Employee will be considered as primary with respect to the husband and his Dependent children. The program covering the wife as an Employee will be considered as primary with respect to the wife except that:
 - (i) **Divorced/Not Remarried.** In the case where parents are separated or divorced and the parent with custody of Dependent children has not remarried, the Dependent coverage of the parent with custody of the children will be primary to the Dependent coverage of the parent without custody.
 - (ii) **Divorced/Remarried.** In the case where parents are separated or divorced and the parent with custody of Dependent children has remarried, the Dependent coverage of the parent with custody of the children will be primary to the Dependent coverage of the step-parent. The Dependent coverage of the step-parent will be primary to the Dependent coverage of the parent without custody.
 - (iii) **Court Decree.** Notwithstanding (i) and (ii) above, if there is a court decree which establishes financial responsibility for the medical care expenses with respect to Dependent children, the Dependent coverage of the parent with such financial responsibility will be primary.

- (d) **More Credited Service.** When (a), (b) or (c) above does not establish an order of benefit determination, the benefits of a plan sponsored by an employer with which an Employee has more credited service shall be determined before the benefits of a Plan sponsored by an employer with which an Employee has less credited service.
- 3. **Plan Silent On Duplication.** If a plan does not contain a non-duplication or coordination of benefits provision, the benefits of that plan shall be determined before the benefits of the plan which contains such a provision, regardless of the order of benefit determination stated above. When this Plan is determined to be the Primary Plan, full payment of the benefits of this Plan will be made without regard to the benefits of the other group plans.
- 4. **When This Plan Is Not Primary.** When this Plan is determined not to be the Primary Plan, this Plan will determine benefits on remaining expenses, which are eligible covered expenses under the Plan, after benefits have been determined by the Primary Plan. This Plan will process benefits on the eligible balance unpaid by the Primary Plan and determine benefits taking in consideration all Plan provisions, such as Deductibles, Copayments and Co-Insurance. When such other group program has been determined to be the Primary Plan, the payment allowable under this Plan for any service covered by the Plan will be determined as follows:
 - (a) **Primary Plan Payment.** First, a calculation will be made to determine the amount that would be payable had this plan been primary for such service under the Plan;
 - (b) **Payment Deducted.** Second, from such calculation, the amount payable under such other group program will be deducted;
 - (c) **Balance Payment.** Third, the balance determined in (b) will be paid under this Plan
- 5. **Dependents Of Male Employee.** In those cases where an Employee and his or her spouse are both employed by the Employer and eligible for coverage under the Plan, all eligible Dependent children should be covered as Dependents of the male. This assignment of Dependents will not deprive eligible children of coverage by reason of death of the male or termination of his coverage.

If a Dependent is entitled to coverage from another group health benefits plan, available on a non-contributory basis, this Plan will coordinate benefit payments as if such Dependent is in fact enrolled and covered by that plan. This Plan will not provide benefits in the absence of other coverage which was available to the claimant without cost to him or her and which would have been determined to be the Primary Plan.

For purposes of company-sponsored flexible benefit programs of other employers, an individual will be considered "entitled to coverage" within the meaning of the preceding paragraph whenever hospital-surgical-medical coverages were available and such coverage was not elected.
- 6. **Release Of Information.** The Employer has the right to release to or obtain from any other organization or person any information that is deemed to be necessary for the purpose of administering this Section IX.
- 7. **Recovery of Excess Payments.** The Employer may recover any amounts it has paid in excess of the maximum necessary at any time to satisfy the intent of this Section IX from the person to, or for, or with respect to whom such payments were made, or from any other insurance company or other organization.

B. OFFSET COORDINATION OF BENEFITS WITH MEDICARE

If it is determined that this Plan is not the Primary Plan, the benefits provided under this Plan shall be coordinated with those provided under Medicare Part A and Part B, regardless of whether a person eligible for Medicare has enrolled for Medicare Part A and Part B, following the determination of benefit payment as described in Paragraph A.4. of this Section IX.

Medicare and any other federal, state, or government sponsored hospital, surgical, medical, dental, or prescription drug program will always be considered as a Primary Plan. However, this Plan will be the Primary Plan for Employees actively working for the Employer at age 65 and after.

C. COORDINATION OF BENEFITS WITH MANAGED CARE PLANS

For Participants enrolled in a managed care plan (Health Maintenance Organization, Exclusive Provider Organization, Preferred Provider Organization or Point-of-Service Plan) offered by the Employer, such plan will coordinate benefits with other group plans in the manner specified in Paragraphs A and B of this Section IX. Managed care plans will coordinate benefits according to plan provisions in effect for the use of participating providers and non-participating providers.

SECTION X. TERMINATION OF COVERAGE

A. TERMINATION OF COVERAGE

Coverage under this Plan will automatically terminate as follows:

1. **Termination of Employment.** The Employee ceases to be a member of the class of Employees eligible for benefits because of termination of employment (as defined in Section X.B.) or for any other reason.
2. **Dependent No Longer Covered.** With respect to a qualified Dependent, such Dependent ceases to be a qualified Dependent.
3. **Coverage After Termination.** All coverage will terminate when employment with the Employer terminates except as follows (provided that applicable contributions are paid):
 - (a) **Disability Began Before Termination.** Subject to Section X.D., coverage under this Plan for an Employee or eligible Dependent will be extended for a maximum of three (3) months following termination of coverage to cover a Hospital confinement or an operation resulting from a continuous total disability which began while the coverage was in effect.
 - (b) **Dependent Coverage After Employee's Death.** Subject to Section X.D., coverage will be extended for the spouse and/or eligible Dependent children of an Employee who dies and who, as of the date of death, had in effect the coverage provided under this Plan, for up to thirty-six (36) months by payment in advance of the monthly premium described in the following sentence, unless such surviving spouse and/or eligible Dependent children elect coverage under the Bridgestone Americas, Inc. Medical Plan for Certain USW and Other Collectively Bargained Retirees. The monthly cost of

coverage (i) for the first three months shall be the applicable premium for dependent coverage that was in effect immediately before the Employee's death and (ii) for the additional thirty-three (33) months after the first three (3) months of extended coverage shall be based on the COBRA rate (as described in Section X.C.1).

B. TERMINATION OF EMPLOYMENT

For the purpose of this Plan, an Employee's employment will be considered to terminate when he or she is no longer actively engaged in work on a full-time basis for the Employer. However, if absence from such full-time work is of a type set forth below, the Employer may, without discrimination among persons in like circumstance, consider the Employee as not having terminated employment for purposes of coverage under the Plan and, while such absence is of such type as specified below, the Employee may, subject to Section X.D., continue to be a member of an eligible class up to the applicable time limit set forth below, and coverage under the Plan may continue during such time, provided that applicable contributions are paid.

The types of absences and time limits referred to in this Paragraph B of this Section X for considering an Employee as continuing to be a member of an eligible class are:

1. Leave of Absence

(a) Coverage. During authorized leaves of absence (other than leaves for which coverage is provided in Subparagraphs (b), (c) and (d) below), coverage under this Plan will be continued for a period not to exceed ninety (90) days, without cost to the Employee. Employees on leave of absence extending beyond such ninety (90) day period may, by application to the Employer during such period and payment of the contribution amount established by the Plan Administrator, continue such coverage during the period of such leave of absence. An Employee who leaves the employ of the Employer as the result of being elected or appointed to public office, or to an office in a Local Union cooperative enterprise serving the Employer's Employees, may, by application to the Employer prior to leaving his or her employment with the Employer and upon payment of the contribution amount established by the Plan Administrator, continue such coverage during such period of his or her service in such office. Notwithstanding the foregoing, coverage shall be continued during the period of an Employee's authorized leave of absence granted by the Employer for service with a Local Union in an official or representative capacity, for service with the International Union as a casual employee or while representing a Local Union in a State, County or City Council of the AFL-CIO, CLC.

(b) Armed Forces. During an authorized leave of absence for active duty in Armed Forces for a period of up to twenty-four (24) months, an Employee (and his or her eligible Dependents) shall continue to be eligible for benefits provided in this Plan. However, for the last 18 months of such coverage, the cost to the Participant for such coverage shall be 102% of the cost to the Employer for such coverage (as such cost is calculated by the Employer pursuant to COBRA).

(c) Pregnancy. During an authorized leave of absence for pregnancy, Employees (and their eligible Dependents) will continue to be covered, subject to the provisions of this Plan, during the period in which they accumulate seniority.

(d) Injury or Sickness. Employees off work due to injury or sickness will continue to be covered by this Plan during the period in which they accumulate seniority.

2. Layoff. Employees who have more than one year of credited service will, at the time of layoff, be entitled to one month of coverage under this Plan (up to a maximum of 12 months) for each two months they have been continuously employed by the Employer immediately prior to their layoff. Employees who are recalled to employment before such coverage expires will be entitled upon any subsequent layoff to continued coverage under this Paragraph for the number of months of available extended coverage not exhausted after the previous layoff plus one month of coverage for each two months of continuous employment following recall (up to a maximum of 12 months). For the purpose of this clause, fractional periods (one-month or two-month periods) shall be considered as full periods if one-half or more, and disregarded if less than one-half.

Notwithstanding the foregoing provision, employees who have become eligible under this Plan will in no event receive less than ninety (90) days of such coverage when laid off, commencing with the day of layoff. An individual's eligibility will permanently cease upon loss of recall rights and benefits will not be paid for any period in which he or she becomes eligible under any other employer-sponsored Plan.

The maximum period of coverage upon being laid off shall be 24 months following the date of layoff. For any month in this period not covered by Employer-furnished coverage, the Employee may continue the coverage by payment in advance of the contribution amount established by the Plan Administrator if arranged for prior to the expiration of such Employer-furnished coverage.

When the Employee is re-employed with credit for prior service, benefits under this Plan will be immediately reinstated.

C. CONTINUATION OF COVERAGE

The Employer shall offer to the Employee or an eligible Dependent the right to continue coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") notwithstanding any other provision of the Plan that would cause an Employee or Dependent to lose coverage under the Plan.

1. Cost. The cost of such coverage shall be (a) 102% of the cost to the Employer for such coverage (as such cost is calculated by the Employer pursuant to COBRA), less any subsidy provided pursuant to the American Recovery and Reinvestment Act of 2009 and, (b) in the case of a Participant who becomes disabled (as described in Section X.C.4(c)), 150% of such cost for the 19th through the 29th month of coverage, less any subsidy provided pursuant to the American Recovery and Reinvestment Act of 2009.
2. Qualifying Events
 - (a) Reduction of Hours or Termination of Employment. An Employee may elect to continue coverage at his or her own expense for a period of eighteen (18) months if he or she loses coverage due to a reduction in his or her hours of employment or due to termination of employment with the Employer for a reason other than gross misconduct on the part of the Employee.

- (b) **Loss of Coverage.** A Dependent can elect to continue coverage at his or her own expense for a period of 36 months if he or she loses coverage for any of the following reasons:
- (i) **Termination of Employee.** Termination of the Employee's employment with the Employer (for reasons other than gross misconduct of the Employee) or for a reduction in the Employee's hours of employment.
 - (ii) **Death of Employee.**
 - (iii) **Divorce.** Divorce or legal separation of the Employee and his or her spouse.
 - (iv) **Employee Becomes Eligible for Medicare.**
 - (v) **Ineligible Child.** In the case of a Dependent child, the child ceases to be eligible for coverage under the Plan.
3. **Disabled Participants.** If the Social Security Administration determines within the eighteen (18) month period described in Section X.C.2.(a) that the Employee or a Dependent was disabled at the time of the Employee's termination of employment or reduction in hours, or at anytime during the first sixty (60) days of continuation coverage, the Employee or Dependent shall have the right to continue coverage for an additional 11 months for a total of 29 months subject to the provisions of Section X.C.4(a).
4. **Notwithstanding the foregoing provisions of this Section X.C., however, continuation coverage shall terminate prior to the expiration of the applicable 18, 29 or 36 month period upon the occurrence of any of the following events:**
- (a) **Premium Non-Payment.** The premium for coverage is not paid within thirty (30) days of the date the premium is due.
 - (b) **Covered By Another Plan.** The person receiving continuation coverage becomes covered under another group health plan with no pre-existing condition limitation or exclusion. For plan years beginning on or after June 30, 1997, however, a pre-existing exclusion or limitation in the other group health plan will not prevent COBRA continuation coverage from being terminated if the exclusion or limitation does not apply (or is otherwise satisfied) due to the applicable group health plan portability, access and renewability provisions of the Health Insurance Portability and Accessibility Act.
 - (c) **Medicare Eligibility.** The person receiving continuation coverage becomes eligible for Medicare.
 - (d) **Employer No Longer Provides Coverage.** The Employer (and other members of its controlled group) no longer provides any group health plan to any Employee.
5. **Election To Continue Coverage.** The election to continue coverage must be made within sixty (60) days after the Employee and/or Dependent(s) have received from the Plan Administrator a notice that indicates that one of the events listed in Section X.C. 2 has occurred and that describes the election procedure. The Employee and/or Dependent(s) must notify the Plan Administrator if the Employee is divorced or legally separated or if a Dependent child ceases to be eligible for coverage. No COBRA continuation coverage will be provided if the Employee and/or Dependent does not send such notice to the Plan Administrator within sixty (60) days

after the later of (a) the date of the divorce, legal separation or termination of eligibility or (b) the date when coverage would terminate because of the divorce, separation or termination of eligibility. The Employee and/or Dependent(s) must pay the contribution amount for coverage within the time period specified in the notice from the Plan Administrator.

6. The COBRA continuation coverage provisions of this Section X.C. are intended to comply with Sections 601-608 of the Employee Retirement Income Security Act, as amended from time to time, and the American Recovery and Reinvestment Act of 2009, and the COBRA continuation coverage provisions in this Section shall be interpreted accordingly.
7. To the extent required by the Uniformed Services Employment and Reemployment Rights Act (“USERRA”), COBRA continuation coverage shall be offered to employees who leave employment with the Employer to perform military service.

D. EFFECT OF TERMINATION OF AGREEMENT

Notwithstanding any other provision of the Plan, subject to Paragraph 3 of Part IV, all coverage provided hereunder shall terminate no later than the termination of the CBA.

SECTION XI. MISCELLANEOUS

A. GOVERNMENT COMPLIANCE

This Plan may be appropriately modified by the Employer as necessary to comply with federal law.

B. EMPLOYMENT AFTER AGE 65

HIP coverage shall continue for the Employee and his or her Dependent(s) if the Employee continues to work after age 65. Benefits under the Plan are coordinated with benefits which are available under Medicare Part A and Part B. This Plan coverage will be considered primary to Medicare to the extent required by applicable federal law.

C. MISTAKE OF FACT

Any misstatement or any other mistake of fact in any Employee enrollment form, certificate, notice or other document filed with the Plan Administrator, the Pension Board or any other person providing medical benefits or claims administration services hereunder shall be corrected when it becomes known and proper adjustment made therefor. Neither the Plan Administrator, the Pension Board, nor any Contract Administrator shall be liable in any manner for any determination of fact made in good faith on the basis of such misstatement.

D. CONSTRUCTION OF PLAN

To the extent that state law shall not be preempted by the Employee Retirement Income Security Act, as amended from time to time, or any other laws of the United States heretofore or hereafter enacted, as the same may be amended from time to time, this Plan shall be administered, construed and enforced according to the laws of the State of Ohio.

APPENDIX 1 TO PART II, ARTICLE II
 SCHEDULE OF SURGICAL PROCEDURES
 PODIATRY

Any podiatric procedure not listed may be included in this Schedule if it is determined that such procedure falls within the intent and scope of this Schedule and is performed by a Doctor of Podiatric Medicine (D.P.M.) or Doctor of Surgical Chiropody (D.S.C.) provided such procedure would usually be performed by a Physician.

INCISION

Drainage of infected steatoma
 Drainage of a furuncle
 Drainage of a small subcutaneous abscess
 Drainage of carbuncle
 Drainage of a large subcutaneous abscess
 Drainage of onychia or paronychia, with or without complete or partial evulsion of nail

Incision and removal of foreign body
 Drainage of hematoma
 Puncture aspiration of abscess or hematoma

EXCISION

Biopsy of skin or subcutaneous tissue
 Local excision of small benign neoplastic cicatricial, inflammatory or congenital lesion
 Excision of carbuncle
 Wide excision of lesion with or without graft or plastic closure
 Excision of a nail, nail bed or nail fold, simple/radical
 Excision of bone cyst, chondroma, small bone
 Excision of exostosis - small bone
 Excision of calcaneal spur

SUTURE

Primary, secondary or delayed suture of wounds.

REPAIR

Bankhart Operation for recurrent dislocation of toe or toes, one or more joints on each toe
 Metatarso-phalangeal joint, bunion operation, simple, unilateral or bilateral, radical, unilateral or bilateral
 Arthrodesis fusion of joint with or without tendon transplant
 hammer toe operation
 hallux rigidus, repair of tarsal joints, one or more other joints of lower extremity
 Foot, triple arthrodesis, unilateral or bilateral
 Foot, with tendon transplantation
 Club foot and application of cast, unilateral or bilateral

FRACTURES (Including the application of plaster casts, traction or other devices, such as skeletal traction or introduction of wire or pins.)

Tarsal (except astragalus and calcis), simple closed reduction
Tarsal, one or more, open reduction
Astragalus, simple closed reduction
Astragalus, open reduction
Os calcis, simple, closed reduction simple or compound, open reduction
Metatarsal, one, simple, closed reduction
 one, simple or compound, open reduction
 more than one toe, simple, closed reduction
Phalanx or phalanges, one toe, simple, closed reduction
 one toe, compound
 more than one toe, simple, closed reduction

DISLOCATIONS

Phalanx, one toe, simple closed reduction
Phalanx, more than one toe, simple, closed reduction
Metatarsal, one bone, simple, closed reduction
Metatarsal, more than one toe, simple, closed reduction
Tarsal, one bone, simple, closed reduction
Astragalo tarsal, simple closed reduction

APPENDIX 2 TO PART II, ARTICLE II
SCHEDULE OF ORAL SURGICAL PROCEDURES

Description of Procedure	CPT Physician Current Procedural Terminology
 ORAL SURGERY	
Removal of metal plate, screw & wire (subject to X-ray examination and pathological report)	21089
 LIPS	
Cheiloplasty - plastic reconstruction operation on lip	40650
Plastic repair of hare-lip	40760
 PALATE	
Uvulectomy	42140
Palatoplasty for cleft palate (primary, secondary, minor, major, unilateral, bilateral, soft or hard)	42200
 TREATMENT OF FRACTURES	
Maxilla, open reduction, teeth immobilized (if present)	21346
Maxilla, closed reduction, teeth immobilized (if present)	21345
Mandible, open reduction, teeth immobilized (if present)	21462
Mandible, closed reduction, teeth immobilized (if present)	21453
Malar and/or zygomatic arch, open reduction	21360
Malar and/or zygomatic arch, closed reduction	21355

TREATMENT OF COMPOUND FRACTURES

Maxilla, open reduction, teeth immobilized	21423
Maxilla, closed reduction, teeth immobilized	21421
Mandible, open reduction, teeth immobilized	21470
Mandible, closed reduction, teeth immobilized	21450
Malar and/or zygomatic arch, open reduction	21365
Malar and/or zygomatic arch, closed reduction	21355

REDUCTION OF DISLOCATIONS

Closed reduction of dislocation, temporomandibular joint	21480
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APPENDIX 3 TO PART II, ARTICLE II

BENEFIT SCHEDULE FOR NEW HIRES AFTER COMPLETION OF 90 DAYS OF CREDITED SERVICE. EXCEPT FOR THE BENEFIT SCHEDULE BELOW ALL OTHER BENEFITS DESCRIBED IN PART II, ARTICLE II, THE HEALTH INCENTIVE PLAN, WILL APPLY.

In-Network Deductible	\$500 individual and \$1,000 family
Out-of-Network Deductible	\$1,000 individual and \$2,000 family
In-Network Coinsurance	80%
Out-of-Network Coinsurance	60%
In-Network Stop loss	\$3,000 individual and \$6,000 family
Out-of-Network Stop loss	\$5,000 individual and \$10,000 family

PART II, ARTICLE III

Health Care Expense Account & Supplemental Health Care Expense Account & Dependent Care Expense Account

Subject to the conditions stated in Article VI, the Employer agrees to provide the benefits of its Health Care Expense Account and Supplemental Health Care Expense Account and Dependent Care Expense Account set forth in this Part II, Article III (the "Plan" for purposes of this Article III) effective as of the Effective Date and for the duration of the CBA thereafter on the terms hereinafter set forth in this Article III. The Employer may arrange with the Company to provide the Plan benefits under a plan maintained by the Company, but in no event shall the Company or any other member of the Controlled Group (other than the Employer) be liable for the benefits under this Part II, Article III. The Employer shall be solely responsible for the benefits under this Part II, Article III.

SECTION I

ELIGIBILITY AND ENROLLMENT

A. Employee Eligibility

Regular full-time Employees and full-time New Hires with 90 days of credited service who are classified by the Employer as hourly-rated and who are represented by the Union, are eligible to participate.

An Employee will be eligible to participate in the Plan on the first day of the month following the month in which he/she becomes a regular full-time Employee in the eligible class referred to in this Section I.

If an Employee is not actively at work on a full-time basis at a business establishment of the Employer (the "Active Work Requirement") when he/she would otherwise become eligible for participation, the eligibility date for participation will be deferred until the first day thereafter on which he/she does comply with the Active Work Requirement.

The foregoing shall not be construed to exclude Employees from eligibility who are on vacation, who are on leave of absence for Union activities, who are working less than their standard shift, who are not actively at work because of a temporary disability or who are absent from work due to a health factor (as defined in 26 C.F.R. section 54.9802-1).

B. Enrollment

An Employee shall become an automatic participant in the Health Care Expense Account and the Plan upon completing enrollment for participation in an Employer-sponsored medical, dental or vision benefit plan, which enrollment shall include the Employee's election to participate in the Plan. The Employer will reduce the Employee's taxable earnings in an amount equal to the required employee contribution premium toward the cost of medical, dental and/or vision benefit coverage as directed by the Employee upon enrolling in the medical or dental benefit plan. Employees desiring participation in the Supplemental Health Care Expense Account must also enroll for participation in such Account. For new Employees, participation in the Supplemental Health Care Expense Account shall become effective upon the first day of the month following the month in which enrollment is received by the Human Resources Department. Other eligible Employees not participating in the Supplemental Health Care Expense Account may enroll only during November for participation effective the following January 1.

SECTION II
CONTRIBUTIONS

A. Contributions to the Supplemental Account

1. A Participant may elect to designate an amount of wages ranging from five dollars (\$5.00) to two hundred eight dollars and thirty-three cents (\$208.33) per month for the months of January through December (the "Plan Year") for contribution to his Supplemental Health Care Expense Account ("Supplemental Account"). For Plan Years commencing on or after January 1, 2014, the maximum permissible contribution shall be increased to the extent permitted by applicable law. The elected contribution shall be deducted on a pro-rata basis from the Participant's weekly pay. The portion of the Participant's monthly earnings which is contributed to the Supplemental Account will be an amount which is not subject to federal, state, city or FICA income taxation provided that current law and regulations permit such exemption.

Contribution amounts may be increased or decreased, effective each January 1, provided that the Participant submits the appropriate form to the Human Resources Department and it is received prior to the preceding December 1.

Amounts contributed to the Supplemental Account will be deducted from each pay of each month.

2. A Participant will not be permitted to make any change in his/her contribution for a Plan Year during such Plan Year, other than a change that (i) is related to the exercise of a "special enrollment right" under the Health Insurance Portability and Accountability Act of 1996, as amended, or is on account of and consistent with a "change in status" within the meaning of section 125 of the Internal Revenue Code or the regulations thereunder, and (ii) is reported by the Participant to the Akron Benefits Administration Department within thirty-one (31) days (sixty-one (61) days in the case of a change related to the exercise of a special enrollment right under the Children's Health Insurance Program Reauthorization Act of 2009) of the event.

SECTION III
APPLICATION OF SUPPLEMENTAL ACCOUNT FUNDS

A. Application

Funds contained in the Participant's Supplemental Account may be applied as follows:

1. Payment of deductibles under the Health Incentive Plan or any other medical or dental expense benefits plan in which the Employee participates, including the deductibles under the Vision Care Benefits and Prescription Drug Benefits.
2. Payment of co-payments or co-insurance amounts under the Health Incentive Plan or any other medical or dental expense benefits plan in which the Employee participates.
3. Any other medical expense of the Employee or his/her dependents for medical care, as defined in section 213(d) of the Internal Revenue Code; provided, however, that expenses incurred for

medicines or drugs shall not be considered a "medical expense" for purposes of this Article III unless the medicine or drug (a) requires a prescription, (b) is available without a prescription (an over-the-counter medicine or drug) and the individual obtains a prescription, or (c) is insulin.

B. Claiming Reimbursement

Participants will be given the opportunity, on a monthly basis, to receive reimbursement from the Supplemental Account for expenses listed in Paragraph A above. Such reimbursements will be contained in the final pay of the month following the month in which proper application is received for said reimbursement.

To make proper application for reimbursement, a Participant must submit to the Akron Benefits Administration Department a completed Request For Reimbursement accompanied by evidence of incurral of an expense as described in Paragraph A above. In the case of an expense incurred under the Health Incentive Plan, such evidence will consist of a Group Benefits Explanation of Benefits Form or a prescription drug receipt (containing the required information to claim benefit payment under the Health Incentive Plan). In the case of an expense incurred under the Vision Care Benefits Program, such evidence will consist of the Vision Service Plan Vision Care Benefits Reimbursement Form or receipt from the doctor or optician. In the case of an expense incurred under the dental expense benefits plan in which the Employee participates, such evidence will consist of the Dental Plan Explanation of Benefits Form. Such items of evidence must clearly indicate the Participant's name, dependent name (if applicable), nature of service, date of service, amount of service, and indication of deductible or co-insurance amount.

The funds in the Supplemental Account need not equal or exceed the amount requested for reimbursement of a covered medical, dental, prescription drug or vision care expense. The total reimbursement amount for a year shall be based upon the annual amount the Employee has elected to set aside, not the amount the Employee has accumulated in the Supplemental Account at the time he/she submitted a request for reimbursement.

The amount reimbursable to a Participant shall not exceed the amount by which subparagraph (i) exceeds subparagraph (ii), where:

- (i) equals the total contributions which the Participant will make to the Plan for the Plan Year if the participant's Participation in the Plan is not terminated in accordance with Section V.A.2, and
- (ii) equals the amount of benefits previously received under the Plan by the Participant for such Plan Year.

Supplemental Accounts shall be maintained on a calendar year basis and all funds contributed in the Supplemental Account which are not applied to reimbursements must be forfeited on December 31 of each year (the "Forfeitures"). There will be no carrying forward of funds from one Supplemental Account year to the next with the following exception: the Supplemental Account balance comprised of Employee contributions on December 31 of any year shall be preserved until June 30 of the next year. Such balance will be used to reimburse qualified expenses which were incurred before December 31 but were not submitted for reimbursement by December 31. Such reimbursement request must be received by Akron Benefits Administration Department no later than May 31. Reimbursement requests received after May 31 will not be processed. Any balance of Employee contributions will be then forfeited on June 30.

Reimbursements from the Supplemental Account will be made only to the Participant, or, if the Participant has died, to the Participant's beneficiary as recorded under the Employer's group life insurance plan in the event of the Participant's death.

Reimbursable expenses, as described in Paragraph A above, will include expenses incurred by the participant and by the Participant's dependents provided such dependents meet the eligibility for participation requirements of the medical and dental expense benefits plan in which the Employee participates.

If, after a reimbursement has been made, it is determined that such reimbursement was made in error, the Employer shall have the right to rescind such reimbursement. Such correction shall be made as an adjustment to the Participant's earnings.

During the Plan Year immediately following a Plan Year in which Forfeitures occur from Participants' Supplemental Accounts, the Employer shall make a charitable contribution for that amount of the Forfeitures to a charitable organization designated by the union.

SECTION IV

Dependent Care Expense Account:

The Company adopts, effective as of January 1, 2006, a dependent care expense account for Bargaining Unit Employees. The Plan is intended to provide participants with reimbursements for qualifying dependent care expenses for which a dependent care tax credit is not taken under Section 21 of the Internal Revenue Code. It is the intention of the Company that the plan qualify as a "dependent care assistance program" within the meaning of Section 129(d) of the Internal Revenue Code and that expenses which are reimbursed to a participant will be eligible for exclusion from income under Section 129(a) of the Internal Revenue Code. Accordingly, the plan shall be construed consistently with Section 129 of the Internal Revenue Code and any regulations thereunder.

SECTION V

TERMINATION AND RE-ENROLLMENT

A. Termination of Supplemental Account

1. A Supplemental Account will be automatically terminated upon December 31 of each year. It will be necessary that each Participant re-enroll for the Supplemental Health Care Expense Account effective January 1 of each year. To re-enroll, a newly completed enrollment must be received by the Company no later than December 1 of the previous year.
2. A Supplemental Account will also be terminated upon the date that:
 - (a) the Participant ceases to be a member of the eligible class of Employees to participate in the Plan as described in Section I.
 - (b) the Participant terminates active employment with the Employer.
 - (c) except to the extent otherwise required by applicable law in the case of an Employee who is on unpaid leave pursuant to the Family and Medical Leave Act, the Participant is no longer receiving pay, because of such reasons as leave of absence from work or absence due to illness or injury.
3. In the event a Participant's participation in the Supplemental Health Care Expense Account is terminated for any of the reasons described in Section V.A.2., such Participant may submit claims for benefits in accordance with Section III for reimbursable expenses incurred prior to the Participant's termination of participation. Such claims must be submitted by the March 31

following the end of such Plan Year. A Participant whose participation is terminated for any of the reasons described in Section V.A.2. may continue to participate in the Plan for the remainder of the Plan year and receive benefits for Reimbursable Expenses incurred after his/her termination of participation, provided the Participant continues to make monthly contributions to the Supplemental Health Care Expense Account on an after-tax basis in accordance with rules and procedures established by the Company.

SECTION VI

MISCELLANEOUS

- A. The Plan shall be administered by a Committee to be appointed by the Employer or the Company. The Committee shall have such authority and perform such duties, consistent with the Plan, as may be determined from time to time by the Employer or the Company.
- B. Government Compliance

The Plan may be appropriately modified to accommodate federal, state or municipal statute or regulation.
- C. All claims of Employees for benefits under the Plan shall be filed with the Company's Benefits Department. Any claim that is wholly or partially denied by the Benefits Department may be taken up as a grievance under the grievance procedure provided for under the CBA at the Labor Relations Department level.

PART II, ARTICLE IV

Non-Occupational Accident and Sickness Benefits

1. The Employer will provide a plan of non-occupational accident and sickness benefits for Employees as follows:

A. Non-Occupational Accident and Sickness Benefits for Employees

(1) General

Benefits will be paid because of an accident or sickness not covered by a workers' compensation act while under the care of a doctor licensed to practice medicine. Benefits will be payable from the latter of the fourth day of disability or the second normal working day missed, or the first day of hospital confinement as a registered bed patient. Benefits will also be payable from the first day of disability due to outpatient surgery, and for one day of outpatient testing preceding inpatient surgery if (i) the tests are performed within five (5) days of the hospital confinement (unless such confinement is delayed by the attending physician or the hospital), (ii) the tests are not repeated during the confinement and (iii) the employee is not admitted to the hospital any earlier than the day prior to the day of surgery. Benefits will be paid for the duration of the disability, not to exceed 52 weeks for each period of disability. Periods of disability due to the same cause will be considered the same period of disability unless separated by return to full-time work for at least two weeks. Periods of disability due to different causes will be considered different periods of disability if separated by return to full-time work. However, New Hires will be eligible for 26 weeks of A&S in a rolling 52 week period and do not convert to the 52 week benefit upon completion of their five years of employment.

Accident and sickness benefits will be paid to the donor of an organ for transplant when such donor is covered for accident and sickness benefits under this Article.

The properly completed Accident and Sickness claim form must be received by the Employer within thirty (30) days of the first day of absence in order for benefits to be paid unless the Employee was unable to submit such form because of hospital confinement or total incapacity.

For purposes of administration of the Non-Occupational Accident and Sickness Benefits Plan, a Physician's Assistant and a Nurse Practitioner working under the supervision of a doctor shall be qualified to certify an Employee's disability and complete the Accident and Sickness claim form.

(2) The Benefits

For Employees hired after April 26, 2007, and once they become eligible for Non-occupational Accident and Sickness benefits, the amount of weekly benefits will be computed by multiplying 18 hours times the current wage rate.

For Employees hired prior to April 26, 2007, and once they become eligible for Non-occupational Accident and Sickness benefits, the amount of weekly benefits will be the greater of 18 hours times the current wage rate or the following schedule:

Average Hourly Earnings	Weekly Benefit Amount
Up to \$15.99	\$320
\$16.00 to \$18.50	\$350
\$18.51 to \$20.99	\$390
\$21.00 or more	\$420

An Employee who is receiving benefits under this Article IV on a date when new maximum benefits become effective, as shown above, will be eligible to receive the new maximum benefits if his or her average hourly earnings qualify for the maximum benefits.

The term "average hourly earnings" as used above shall mean the straight time average hourly earnings (shall include available PBP) for the Employee during the most recent pay period in which he or she worked on his or her regular classification and is to be computed by dividing the total hours worked into the total straight time earnings.

The amount of weekly accident and sickness benefits otherwise payable will be reduced for each week in excess of 21 weeks of benefits during any one continuous period of disability by:

- (a) the amount of pension for which the Employee is eligible under Part I, and
- (b) the amount of any primary disability benefits or unreduced primary old age benefits under the Social Security Act which the Employee is entitled to receive, or
- (c) the amount of the reduced primary old age benefits the Employee receives under the Social Security Act

but only when actually paid to the Employee for the same week of benefits.

The monthly payments of the above will be converted to weekly amounts in determining the amount of such deductions.

B. Eligibility for Coverage

- (1) Active Employees represented by the Union will receive coverage on the Effective Date. Employees not actively at work on the date their coverage would otherwise become effective will immediately become covered upon return to active work.

The foregoing shall not be construed to exclude Employees from coverage who are on vacation, who are on leave of absence for Union activities, who are working less than their standard shift or who are not actively at work because of a temporary disability.

- (2) Coverage for new Employees hired after the Effective Date will commence on the earlier of (i) the 31st day of credited service provided such Employees are actively at work on that date or (ii) the first day thereafter they are actively at work. However coverage for those hired as New Hires will commence after one year of credited service provided such New Hires are actively at work on that date or the first day thereafter they are actively at work.

C. Layoff

- (1) In the event of layoff, coverage under this Article IV will be continued for ninety (90) days following layoff.
- (2) Employees re-employed with credit for prior service will have an immediate reinstatement of coverage under this Article IV.

D. Leave of Absence

- (1) During authorized leave of absence, except for military service, coverage under this Article IV will be continued for a period not to exceed ninety (90) days.
- (2) Notwithstanding the aforementioned, the coverage provided herein shall continue in force during the period of any leave of absence granted by the Employer for Union activities under Article IV, Section 2(b) of the CBA.

E. Injury or Sickness

Employees off work due to injury or sickness will continue to be covered, subject to the provisions of this Article IV, during the period in which they accumulate seniority.

F. Termination of Coverage

Except as described in the "Layoff" and "Leave of Absence" sections above, all coverage will terminate when employment with the Employer terminates.

PART II, ARTICLE V

Vision Care Benefits

Effective on January 1, 2014 and for the duration of this Pension and Insurance Agreement thereafter, the Employer will provide the following vision care benefits (the "Plan" for purposes of this Article V).. Employees actively at work on the Effective Date may enroll for coverage on such date providing they have attained thirty-one (31) days' continuous service credit (ninety-one (91) days' continuous service credit for New Hires). Employees who are on vacation, leave of absence for Union activities granted to those Employees by a Local Union in an official or a representative capacity, who are working for the Employer but less than their standard work shift or who are not at work because of a temporary disability shall be deemed, for the purpose of this Paragraph, to be actively at work on such date. All other Employees may enroll for coverage in accordance with Article II. The Employer may arrange with the Company to provide the Plan benefits under a plan maintained by the Company, but in no event shall the Company or any other member of the Controlled Group (other than the Employer) be liable for the benefits under this Part II, Article V. The Employer shall be solely responsible for the benefits under this Part II, Article V. Employees may enroll for coverage pursuant to procedures established by the Employer, which shall include the agreement by Employees to pay the premiums for coverage set forth below. Failure to pay the applicable premium shall cause coverage to terminate.

(a) Benefits.

- (i) Benefits for covered vision care services will be provided to eligible Employees and their dependents through participating providers who have agreed to accept an assignment of the benefit claim hereunder by the Participant to the provider plus a Copayment by the Participant of five dollars (\$5.00) for a vision examination and fifteen dollars (\$15.00) for ophthalmic materials. The Copayment amount is to be paid by the Participant at the time covered vision care services are received. There, however, will be no Copayment required for contact lenses.

To receive covered vision care service from participating providers, a Participant must make an appointment and identify themselves as a participating member in the plan. The participating provider will verify eligibility and plan coverage and obtain authorization for services and materials. If covered vision care service is received by an Participant from a participating provider before following the proper procedures of obtaining the proper benefit approval in advance, benefits shall be payable in accordance with the reimbursement schedule set forth in Paragraph (a)(ii) and subject to the terms of such Paragraph (a)(ii).

- (ii) If covered vision care services are received from a non-participating provider, the amount of the benefit reimbursed directly to the Participant shall be in accordance with the following schedule, which shall be reduced by a deductible amount of five dollars (\$5.00) for a vision examination and fifteen dollars (\$15.00) for ophthalmic materials. There, however, will not be any reduction for contact lenses.

Reimbursement Schedule

Professional Fees

Vision Examination	\$ 60.00
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Materials

Pair

Single Vision	\$ 79.00
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Bifocals	\$ 95.00
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Trifocals	\$120.00
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Lenticular	\$140.00
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Frames	\$ 70.00
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Contact Lenses

In lieu of all other Plan benefits

Necessary	\$195.00
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Cosmetic	\$120.00
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The schedule amounts are maximum and the actual amount of reimbursement shall be the lesser of: (a) the maximum shown in the reimbursement schedule, (b) the amount charged, or (c) the amount usually charged by the provider for services to his private patients, less the deductible amounts indicated. The lens allowances are for two lenses; if only one lens is needed, the allowance will be one-half the pair allowance.

- (iii) All claims for Out-of-Network services must be filed within six (6) months of the date services were completed.

(b) Covered Vision Care Services

The vision care services covered by this Article V are:

- (i) Vision Examination. Benefits shall be payable for a vision examination only when performed by a participating or non-participating ophthalmologist or optometrist. Payment of such benefits shall be limited to one such vision examination for each Participant in any period of twenty-four (24) consecutive months, except that if a subsequent vision examination is performed within such twenty-four (24) month period for which benefits are payable for a lens or set of lenses by reason of the exception to the limitation of benefits for a lens or lenses as provided in Subparagraph (ii) below, then such vision examination shall be considered a covered vision benefit.
- (ii) Lens or Lenses. Benefits shall be payable for lenses only when prescribed by a participating or non-participating ophthalmologist or optometrist. Payment of such benefits shall be limited to one such lens, or set of lenses, for each Participant in any period of twenty-four (24) consecutive months, except that if a subsequent lens or set of lenses is received during such twenty-four (24) month period by reason of a prescription change and the new lens or set of lenses differs from the most recent one by an axis change of 20 degrees or .50 diopter sphere or cylinder change and improves visual acuity by at least one line of the standard chart, such new lens or set of lenses shall be considered a covered vision benefit.

(iii) Frame. Benefits shall be payable for a frame when such frame is for use with a lens or pair of lenses which are prescribed by a participating provider or non-participating optometrist or ophthalmologist, or for a frame, if replacement is necessary. Payment of such benefits shall be limited to one frame for each Participant in any period of twenty-four (24) consecutive months.

(iv) Contact Lens or Lenses.

(A) Necessary. In lieu of the benefits provided above, benefits shall be payable for a contact lens or contact lenses only when prescribed by a participating provider or a non-participating optometrist or ophthalmologist for any of the following conditions:

- Original or replacement lenses following cataract surgery;
- To correct extreme visual acuity problems that cannot be corrected with spectacle lenses;
- To correct for significant anisometropia; and
- Keratoconus.

If prescribed by a non-participating optometrist or ophthalmologist, benefits shall be payable in accordance with the contact lenses fees as described in the reimbursement schedule under Paragraph (a)(ii) of this Article V.

(B) Cosmetic. In lieu of the benefits provided above, benefits shall be payable for a contact lens or contact lenses when prescribed for cosmetic purposes by a participating provider or a non-participating optometrist or ophthalmologist. If prescribed by a non-participating optometrist or ophthalmologist, benefits shall be payable in accordance with the contact lenses fees as described in the reimbursement schedule under Paragraph (a)(ii) of this Article V. If prescribed by a participating provider, an allowance of one hundred twenty dollars (\$120.00) will be made in lieu of all other benefits.

(C) Payment of such benefits shall be limited to one such lens or pair of lenses for each Participant in any period of twenty-four (24) consecutive months and provided that such Participant has not received benefits for lenses under Paragraph (b) (ii) in such period of twenty-four (24) consecutive months.

(c) EMPLOYEE PREMIUMS

Effective January 1, 2014, coverage under the Plan shall be subject to payment of weekly premiums of \$0.70 for single coverage, \$1.60 for employee plus spouse, \$1.60 for employee plus child(ren), and \$2.80 for family coverage. Premiums will be deducted from Employees' pay on a pre-tax basis as provided in Part II, Article III, Section I.B.

(d) Limitations.

Payments for the following materials will not be made for any amount that exceeds benefits allowable under the Plan:

- Oversize lenses;

- Blended lenses;
- Progressive multifocal lenses;
- A frame that costs more than the Plan allowance;
- Contact lenses, except as specifically provided elsewhere herein;
- Photochromic, tinted, coated or laminated lenses (other than pink #1 or #2);
- Cosmetic lenses or optional cosmetic processes; and
- UV protected lenses.

(e) Exclusions.

No benefits are payable for the following services, including supplies:

- (i) Orthoptics or vision training or subnormal vision aids.
- (ii) Lenses and frames furnished under this Plan which are lost or broken, except at the normal intervals when services are otherwise provided for.
- (iii) Medical or surgical treatment of the eyes.
- (iv) Eye examinations or corrective eye wear required by an Employer as a condition of employment.
- (v) Services or materials for which the Participant may be compensated under any workers' compensation law or other employers' liability laws regardless of jurisdiction; or services for which the Participant, without cost, can obtain the needed care from any federal, state, county, municipality, or special district organization or agency.
- (vi) Two pairs of glasses in lieu of bifocals.
- (vii) Plano lenses (non-prescription).
- (viii) Services or materials rendered or supplied Out-of-Network more than six months prior to the submission of a claim therefor.

(f) Termination.

Notwithstanding the other provisions of this Article V and except as described in Article VI, Paragraph 8, eligibility for vision care benefits will terminate at termination of active employment with the Employer, death or retirement.

(g) Claims and Appeal Procedures.

Any Employee who believes that he is entitled to receive a benefit under this Article V shall file a claim in writing with the third party administrator engaged by the Company to administer the Plan provided for in this Article V. If after the claims and appeals procedures of such administrator (which procedures are hereby incorporated by reference) are exhausted the claim is wholly or partially denied, the Employee may appeal the decision to the Pension Board by following the procedures set forth in Part II, Article II, Section VIII.B. Adverse decisions made by the Pension Board may be taken up as a grievance under the procedures provided in Article II, Section VIII.F.

PART II, ARTICLE VI

General Provisions of Part II

1. The Employer or the Company may enter into a contract or contracts with an insurance company or companies to provide the benefits described herein, and upon so doing, the Employer shall be relieved of any individual liability to any Employee other than to maintain such contract or contracts in force. In the event any dispute shall arise as to whether the Employer has provided the insurance benefits described in this Part II, such dispute shall be subject to the grievance procedure of the CBA, omitting all steps preceding presentation of the grievance to the Labor Relations Department of the Employer.
2. In the event the CBA is terminated during the term of this Part II, the grievance provisions of the CBA shall be considered to be in effect for the processing of insurance disputes.
3. The term "credited service" means seniority on record with the Employer. "Credited service" with respect to the period beginning on the Effective Date will be computed on the basis used for computing seniority as provided in the CBA. An Employee's credited service shall be terminated by retirement or payment of a special distribution or severance award, or by termination of seniority as provided in the CBA.
4. If any dispute shall arise between the Employer and an Employee as to whether such Employee is or continues to be disabled under of this Part II, such dispute shall be resolved as follows:

The Employee shall be examined by a doctor appointed for that purpose by the Employer and by a doctor appointed for that purpose by the Local Union representing the Employee. If they shall disagree concerning the disability, the question shall be submitted to a third doctor selected by said two doctors. The medical opinion of the third doctor after examination of the Employee and reviewing any medical information supplied by the other two doctors, shall decide such question, and such decision shall be binding upon the Employer, the Local Union and the Employee concerned therewith. If the third physician consults with the physician appointed by the Pension Board, he/she shall also consult with the physician appointed by the Local Union. The fees and expenses of the third doctor shall be shared equally by the Employer and the Local Union.
5. Other than for purposes of the Health Incentive Plan, the terms "physician," "doctor," "doctor licensed to practice medicine," or "doctor licensed to practice dental surgery" as used in this Part II mean only a Doctor of Medicine (M.D.), a Doctor of Osteopathy (D.O.) or a Doctor of Dental Surgery (D.D.S.) except for surgical operations (and hospital admissions therefor) coming within the scope of the Schedule of Surgical Operations and Anesthesia Benefits-Chiropraxy for which said terms will also mean a Doctor of Surgical Chiropraxy or Podiatry (D.S.C.), and with respect to chiropractic treatments for neuromusculoskeletal conditions coming within the scope of his license, the terms shall also mean a Chiropractor.
6. The provisions of Part II shall become effective, subject to the conditions contained therein, on the Effective Date for Employees who are actively at work on that date. Employees not actively at work on the date their coverage would otherwise become effective will become covered upon return to active work.
7. The foregoing shall not be construed to exclude Employees from coverage who are on vacation, who are on leave of absence for Union activities, who are working less than their standard shift, who are not actively at work because of a temporary disability or who are absent from work due to a health factor (as defined in 26 C.F.R. section 54.9802-1).

8. In the event of a plant closure covered by the CBA, coverage under Articles I and II of Part II will be extended following such plant closure, provided the Employee makes any contributions required of active Employees under Article I or II.

With respect to the Employer-furnished coverage provided under Article I, the maximum period of extended Employer-furnished coverage under this Paragraph 8 shall be twenty-seven (27) months following the month in which the plant closure occurs.

With respect to the Employer-furnished coverage provided under Article II, the maximum period of extended Employer-furnished coverage under this Paragraph 8 shall be twenty-four (24) months. The Employee may continue the coverage for an additional six (6) months by payment in advance at the monthly group rate determined annually in advance by the Employer. The maximum period of extended coverage under Article II pursuant to this Paragraph 8 shall be thirty (30) consecutive months.

Coverage under Article II will not continue as provided above while the Employee is covered by any other Employer-furnished hospital, medical and surgical benefit program; however, when he ceases to be covered by any such other program, he may then resume coverage hereunder for the remainder of the 30-month maximum period. In order to remain eligible for continued coverage as provided above, the Employee must maintain such coverage continuously except as provided in this Paragraph.

The extended coverage under this Paragraph 8 is provided in lieu of all other coverages under Articles I and II of this Part II. However, upon termination of coverage under this Paragraph 8, the termination and conversion privilege provisions of Article I, Paragraph 7(f) and Article II shall apply.

9. The periods of absence of an Employee who is on leave of absence as an officer on full-time duty with a local Credit Union or for service with a Local Union in an official or representative capacity will be included in determining his or her credited service for purposes of Part I - Pensions. During such leave of absence, an Employee will continue to be covered by Life Insurance, Accidental Death and Dismemberment Insurance, Survivor Income Benefits, Health Incentive Plan, Accident and Sickness Benefits and Vision Care Benefits, provided the Employee makes any contributions required of active Employees under any applicable Article of this Part II.
10. During any leave of absence of an Employee granted by an Employer for employment as a casual employee of the International Union, such Employee will continue to be covered by Life Insurance, Accidental Death and Dismemberment Insurance, Survivor Income Benefits, Health Incentive Plan, Accident and Sickness Benefits and Vision Care Benefits, provided the Employee makes any contributions required of active Employees under any applicable Article of this Part II.
11. An Employee who becomes a full time Employee of the International Union shall receive credited service for purposes of eligibility and vesting for the period the Employee remains an employee of the International Union. An Employee who becomes a full time employee of the International Union shall receive credited service for purposes of benefit accrual for a period of 30 months following the month that the Employee becomes an employee of the International Union.

12. The responsibility for the provision of any benefit or the payment of any amount required by this Part II to be provided or paid to or on behalf of an Employee or former Employee (or the spouse, Survivor or Dependent of an Employee or former Employee) shall be solely that of the Employer that employs the Employee at the time that such payment is due (or, in the case of a former Employee, at the time such Employee ceased to be an Employee).
13. The provisions of Part II of the 2009 Pension & Insurance Agreement and the benefits provided thereunder will remain in effect through December 31, 2013. The provisions of this Part II of this Pension and Insurance Agreement and the benefits provided hereunder shall be effective January 1, 2014 through the duration of this Pension and Insurance Agreement.

PART III

Savings Plan

Subject to the conditions stated in Article IV, the Employer agrees to provide the benefits of the Company's Bridgestone Americas, Inc. Employee Savings Plan for Bargaining Unit Employees (the "Plan" for purposes of this Part III) effective as of the Effective Date and, subject to Paragraph 3 of Part IV, for the duration of the CBA thereafter on the terms hereinafter set forth in this Part III:

ARTICLE I

DEFINITIONS

- 1.1 Definitions. The following terms when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:
- (1) Account: A Participant's entire account in the Plan, consisting of his Deferred Salary Contributions Account, Roth Contributions Account, Rollover Contributions Account, Transfer Account, Matching Employer Contributions Account, Additional Employer Contributions Account and Age and Service Employer Contributions Account.
 - (2) Additional Employer Contribution: An amount contributed by the Employer pursuant to Section 4.3.
 - (3) Additional Employer Contributions Account: A Member's Account reflecting Additional Employer Contributions and earnings thereon.
 - (4) Administrative Committee or Committee: The Administrative Committee provided for in Section 7.2, which is also known as the Company's Pension Board. The members of such Committee are herein sometimes called "Committeemen."
 - (5) Administrator or Plan Administrator: The Administrator of the Plan, as defined in ERISA section 3(16)(A) and Code section 414(g), shall be the Company, which may delegate all or any part of its powers, duties and authorities in such capacity (without ceasing to be the Administrator of the Plan) as hereinafter provided.
 - (6) Age and Service Employer Contribution: An amount contributed by the Employer pursuant to Section 4.11.
 - (7) Age and Service Employer Contributions Account: A Member's Account reflecting Age and Service Employer Contributions and earnings thereon.
 - (8) Beneficiary: A Participant's Spouse or, if he has no Spouse or his Spouse consents (in the manner hereinafter described in this Subsection (8)) to the designation hereinafter provided for in this Subsection (8), such person or persons other than, or in addition to, his Spouse as may be designated by a Participant as his death beneficiary under the Plan. Such a designation may be made, revoked or changed only by an instrument (in form acceptable to the Administrative Committee) which is signed by the Participant, which includes his Spouse's written consent to the action to be taken pursuant to such instrument (unless such action results in the Spouse being named as the Participant's sole

Beneficiary), and which is filed with the Administrative Committee before the Participant's death. A Spouse's consent required by this Subsection (8) shall be signed by the Spouse, shall designate a Beneficiary (or a form of benefits) which may not be changed without spousal consent (unless the consent of the Spouse expressly permits designations by the Participant without any requirement of further consent by the Spouse), shall acknowledge the effect of such consent, shall be witnessed by a notary public and shall be effective only with respect to such Spouse. At any time when all the persons designated by the Participant as his Beneficiary have ceased to exist, his Beneficiary shall be his Spouse or, if he does not then have a Spouse, the Participant's estate. If a Participant has no Spouse and he has not made an effective Beneficiary designation pursuant to this Subsection (8), his Beneficiary shall be his estate. For purposes of the Plan, (a) a person shall be the "Spouse" of a Participant if such person and the Participant are legally married at the relevant time and (b) the term "Spouse" shall be defined as it is defined for purposes of ERISA.

- (9) Board: The Board of Directors of the Company.
- (10) Code: The Internal Revenue Code of 1986, as it has been and may be amended from time to time and any successor United States taxing or revenue law.
- (11) Company: Bridgestone Americas, Inc.
- (12) Compensation Reduction Agreement: A qualified cash or deferred arrangement pursuant to which an Employee agrees to reduce, or to forego an increase in, his Eligible Earnings and his Employer agrees to contribute the amount so reduced or foregone to the Plan as a Deferred Salary Contribution, as a Roth Contribution, or partly as a Deferred Salary Contribution and partly as a Roth Contribution, as elected by the Member.
- (13) Continuous Service: The period of time, between the Employment Commencement Date of a Member and his most recent Severance Date. Periods of employment are aggregated on the basis that 12 months of employment equals one year and each additional 30 days equals one-twelfth of a year. Notwithstanding any other provision of this Plan, to the extent required by section 414 of the Code, service as an employee of any Controlled Group Member will be counted as Continuous Service in the same manner as if it was service with the Employer.
- (14) Contribution Period: If the Participant (i) is paid semi-monthly, the period which ends on the 15th or last day of each month unless such day is not a working day at the location of his employment in which case the next preceding working day, (ii) is paid weekly, the period of one week which ends on the day he is customarily paid or (iii) is paid monthly, the period of one calendar month.
- (15) Controlled Group: The Company and any and all other corporations, trades and/or businesses, the employees of which together with Employees of the Company are required, by the first sentence of subsection (b) or by subsections (c), (m) or (o) of section 414 of the Code, including regulations prescribed by the Secretary of the Treasury thereunder, to be treated as if they were employed by a single employer. The Controlled Group shall also include, with respect to any "leased employee" (within the meaning of section 414(n) of the Code) of any member of the Controlled Group as determined under the preceding sentence, any "leasing organization" (within the meaning of such section) which provides any leased employees to any such Controlled Group Member, but only during the time that such leasing organization provides such leased employees. Each corporation or unincorporated trade or business that is or was a member of the Controlled Group shall be

referred to herein as a "Controlled Group Member", but only during such period as it is or was such a member.

- (16) **Deferred Salary Contribution:** The amount of before-tax contributions which the Employer is required to contribute pursuant to a Compensation Reduction Agreement, and which are excludable from the gross income of the Member pursuant to section 402(e)(3) of the Code. Except as otherwise specifically provided in the Plan, the term "Deferred Salary Contributions" shall include Catch-up Deferred Salary Contributions, as defined in Section 3.6 of the Plan.
- (17) **Deferred Salary Contributions Account:** A Member's Account reflecting Deferred Salary Contributions made for him and earnings thereon, subject to the provisions of Section 5.2.
- (18) **Disability or Disabled:** Physical or mental inability of a permanent nature which lasts for at least six months.
- (19) **Effective Date:** As defined in the recitals to this Pension and Insurance Agreement.
- (20) **Eligible Earnings:** The entire amount of compensation paid, or which would have been paid except for the provisions of the Plan, to the Employee during any period by reason of his employment, including overtime and vacation pay, as recorded in the records of his Employer, but excluding any imputed income, any accident and sickness benefits, any supplemental unemployment benefit payments, any payments under plans imposed by governments other than the United States, any payments made for transportation, or any special allowance. The Eligible Earnings of an Employee taken into account for any purpose under the Plan for any year shall not exceed the limitation in effect for such year under section 401(a)(17) of the Code. The term "Eligible Earnings" shall also include any differential wage payments (within the meaning of section 3401(h)(2) of the Code) made to an Employee by the Employer.
- (21) **Employee:** Any employee, excluding "leased employees" and individuals who are treated as employees of an Employer pursuant to regulations under section 414(o) of the Code, who (i) is represented by a collective bargaining representative with whom his Employer has in effect a contract providing for coverage by the Plan, but no such employee shall be covered by the Plan until the effective date specified in such contract and (ii) either (A) was hired prior to July 2, 2013, or (B) is hired on or after July 2, 2013 and has accumulated six months of Continuous Service with the Employer. For purposes of this Section, a "leased employee" means any person who, pursuant to an agreement between a Controlled Group Member and any other person ("leasing organization"), has performed services for the Controlled Group Member on a substantially full-time basis for a period of at least one year and such services are performed under the primary direction or control of the Controlled Group Member. A leased employee will not be considered an Employee of a Controlled Group Member, however, if (a) leased employees do not constitute more than 20 percent of the Controlled Group Member's non-highly compensated work force (within the meaning of section 414(n)(5)(C)(ii) of the Code), and (b) such leased employee is covered by a money purchase pension plan maintained by the leasing organization that provides (I) a nonintegrated employer contribution rate of at least 10 percent of compensation, (II) immediate participation and (III) full and immediate vesting.
- (22) **Employer:** Bridgestone Americas Tire Operations, LLC.

- (23) Employment Commencement Date: The date on which an Employee first performed an Hour of Service with the Employer, subject to the following provisions:
- (a) If more than 12 months after an Employee's Severance Date such Employee again performs an Hour of Service, his Employment Commencement Date shall be advanced by the period of time between such Severance Date and the date he again performed an Hour of Service unless Paragraph (b) or (d) of this Subsection applies.
 - (b) If an Employee, who has no vested interest in his Account as of a Severance Date, again performs an Hour of Service more than 12 months after such Severance Date, his Employment Commencement Date shall be advanced pursuant to Paragraph (a) of this Subsection, but only if the period of time between such Severance Date and the date such Employee again performed an Hour of Service equals or exceeds the greater of (i) the period of time between his Employment Commencement Date and such Severance Date or (ii) 60 months.
 - (c) If an Employee's Severance Date occurs by reason of entering active military service with the armed forces of the United States and if he has re-employment rights with the Employer, his Employment Commencement Date shall not be advanced so long as he returns to employment with the Employer within the time prescribed by federal law.
 - (d) If an Employee is absent from work for any period which commences on or after the Effective Date -
 - (i) by reason of the pregnancy of the Employee,
 - (ii) by reason of the birth of a child of the Employee,
 - (iii) by reason of the placement of a child with the Employee in connection with the adoption of such child by the Employee, or
 - (iv) for purposes of caring for any such child for a period beginning immediately following such birth or placement, and the absence is permitted under the Employer's employment practices,

the Employee's Severance Date will not occur until the date two years after the commencement of such absence if the Employee does not perform an Hour of Service within such two-year period. In the case of such a two-year absence, for purposes of this Section 1.1(23)(d), the first one-year period of absence shall be counted as service and the second one-year period of absence shall not count as a period of service or a period of severance.
- (24) ERISA: The Employee Retirement Income Security Act of 1974, as it has been and may be amended from time to time.
- (25) Fiduciary: Any person who is a "fiduciary" as defined by ERISA section 3(21).
- (26) Hardship: An immediate and heavy financial need of the Participant on account of any of the following: (a) expenses for (or necessary to obtain) medical care that would be deductible under section 213(d) of the Code (determined without regard to whether the expenses exceed 7.5% of adjusted gross income); (b) costs directly related to the purchase

(excluding mortgage payments) of a principal residence for the Participant (c) the payment of tuition and related educational fees and room and board expenses for up to the next twelve months of post-secondary education for the Participant; or the Participant's Spouse, children, or dependents (as defined in section 152 of the Code, without regard to section 152(b)(1), (b)(2) or (d)(1)(B) of the Code.); (d) the need to prevent the eviction of the Participant from his principal residence or foreclosure on the mortgage of the Participant's principal residence; (e) burial or funeral expenses for the Participant's deceased parent, Spouse, children or dependents (as defined in section 152 of the Code, without regard to section 152(d)(1)(B) of the Code); (f) expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under section 165 of the Code (determined without regard to whether the loss exceeds 10% of adjusted gross income); or (g) any other financial need which the Commissioner of Internal Revenue, through the publication of revenue rulings, notices and other documents of general applicability, may from time to time designate as a deemed immediate and heavy financial need.

(27) Highly Compensated Employee:

(a) For a particular Plan Year, an Employee (i) who, during the current or preceding Plan Year, was at any time a 5-percent owner (as such term is defined in section 416(i)(1) of the Code, or (ii) for the preceding Plan Year, received compensation from the Controlled Group in excess of the amount in effect for such Plan Year under section 414(q)(1)(B) of the Code.

(b) "Highly Compensated Employee" shall include a former Employee whose Severance Date occurred prior to the Plan Year and who was a Highly Compensated Employee for the Plan Year in which his Severance Date occurred or for any Plan Year ending on or after his 55th birthday.

(c) For purposes of this Section, the term "compensation" shall mean an Employee's compensation as defined in Section 4.5(4).

(28) Hour of Service: Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. As used in Section 1.1.(21), the term "Hour of Service" shall also include each hour for which an Employee is paid, or entitled to payment, by the Employer for reasons other than the performance of duties and each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Controlled Group; and the manner of determining Hours of Service for reasons other than the performance of duties and the crediting of Hours of Service to an applicable 12-month period following an Employee's employment date shall be in accordance with the rules and regulations promulgated by the Secretary of Labor in DOL Regulation 2530.200b-2(b) and (c).

(29) Investment Advisor: An investment manager, as defined in ERISA.

(30) Investment Committee: The Investment Committee provided for in Section 9.2.

(31) Investment Funds: The Funds provided for in Section 5.1.

(32) Loan Account: The separate recordkeeping account within a Participant's Account established by the Administrator pursuant to Section 5.5(4).

(33) Matching Employer Contribution: An amount determined pursuant to Section 4.1.

- (34) Matching Employer Contributions Account: A Member's Account reflecting Matching Employer Contributions and earnings thereon, subject to the provisions of Section 5.2.
- (35) Medical Plan: The Health Incentive Plan set forth in Part II, Article II of this Pension and Insurance Agreement between the Employer and the Union.
- (36) Member: An Employee who has become and continues to be a Member of the Plan in accordance with the provisions of Article II.
- (37) Named Fiduciaries: The Named Fiduciaries under the Plan shall be the Company, the Administrative Committee and the Investment Committee, each of which shall have such powers, duties and authorities as shall be specified in the Plan and Trust Agreement and may delegate all or any part of such powers, duties and authorities as hereinafter provided. Any other person may be designated as a Named Fiduciary as provided in Section 9.2.
- (38) Participant: A Member or former Member for whose benefit a part of the Trust Fund is held.
- (39) Plan: Bridgestone Americas, Inc. Employee Savings Plan for Bargaining Unit Employees, the terms and provisions of which are herein set forth, as the same may be amended, supplemented or restated from time to time.
- (40) Plan Year: The 12-month period commencing on January 1st of each year and ending on the next following December 31st, and on which the primary records of the Plan and Trust Fund are to be kept.
- (41) Post-2008 Employee: An Employee (as defined in Section 1.1(21) without regard to clause (ii) thereof) who is not eligible to accrue a benefit under Part I - Pensions of this Pension and Insurance Agreement with respect to any period of time commencing on or after January 1, 2014.
- (42) Rollover Contribution: A contribution to the Plan of (a) an "eligible rollover distribution" (as defined below), or (b) the entire amount of a distribution that is attributable solely to a rollover contribution from a qualified plan and otherwise satisfies the requirements of section 408(d)(3)(A)(ii) of the Code (relating to individual retirement rollover accounts). An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the distributee from a plan that meets the requirements for qualification under section 401(a) of the Code, except (a) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more, (b) any distribution to the extent the distribution is required under section 401(a)(9) of the Code, (c) the portion of any distribution that is not includible in gross income (other than a distribution from a designated Roth account, as defined in section 402A of the Code), (d) any distribution which is made upon the hardship of the distributee, and (e) such other amounts specified in Treasury regulations, rulings, notices or announcements issued under section 402(c) of the Code. For purposes of this Subsection, a portion of a distribution shall not fail to be an "eligible rollover distribution" merely because the portion consists of after-tax contributions which are not includible in gross income, including any amounts distributed from a Roth account (as defined in section 402A of the Code). However, such portion may be transferred only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a

qualified trust (within the meaning of section 402(c) of the Code) or an annuity contract described in section 403(b) of the Code that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

- (43) Rollover Contributions Account: A Member's Account reflecting Rollover Contributions made and earnings thereon.
- (44) Roth Contribution: A contribution made to the Plan pursuant to a Compensation Reduction Agreement as provided in Section 3.1 which the Employee has irrevocably designated as being contributed in lieu of all or a portion of the Deferred Salary Contribution that the Employee is otherwise entitled to make under the Plan and which is treated by the Employer as includible in the Employee's gross income pursuant to section 402A of the Code at the time the Employee would have received that amount in cash if the Employee had not made such election. Except as otherwise specifically provided in the Plan, the term "Roth Contributions" shall include "Catch-Up Roth Contributions", as defined in Section 3.6 of the Plan.
- (45) Roth Contributions Account: A Member's Account reflecting Roth Contributions made for him and earnings thereon, subject to the provisions of Section 5.2.
- (46) Severance Date: Subject to Section 1.1(23)(d), the earliest of (i) the date on which an Employee retires, dies, quits, or is discharged, or (ii) the date on which he ceased to accrue Continuous Service credit as specified under the terms of the contract between his collective bargaining representative and his Employer with respect to leaves of absence or layoffs, but in no event earlier than the first anniversary of the first day of a period in which he remains absent (with or without pay) from the service of the Employer.
- (47) Transfer Account: A Participant's Account reflecting amounts transferred by or for him from Bridgestone Americas, Inc. Employee Stock Ownership Plan for Bargaining Unit Employees or Bridgestone Americas, Inc. Employee Savings Plan II for Bargaining Unit Employees, and earnings thereon, subject to the provisions of Section 5.2.
- (48) Trust: The trust created by the Trust Agreement.
- (49) Trust Agreement: The Trust Agreement between the Company and the Trustee dated as of January 1, 1986, providing among other things, for the Trust, the investment of the Trust Fund and allocation of responsibilities among Trustees, as such Trust Agreement may be amended, supplemented or restated from time to time, or any successor to such Trust Agreement.
- (50) Trustee: The Trustee or Trustees designated in the Trust Agreement, or their successor or successors in trust under the Trust Agreement. Allocation of responsibilities among Trustees shall be as set forth in the Trust Agreement.
- (51) Trust Fund: The entire trust estate held by the Trustee under the provisions of the Plan and the Trust Agreement, without distinction as to principal or income, and which shall be comprised of the Investment Funds and the Loan Accounts.
- (52) Valuation Date: Each day on which the New York Stock Exchange is open for trading.

- (1) Unless the context otherwise indicates, the masculine wherever used herein shall include the feminine and neuter, the singular shall include the plural and words such as "herein", "hereof", "hereby", "hereunder" and words of similar import refer to the Plan as a whole and not to any particular part thereof.
- (2) Where headings have been supplied to portions of the Plan they have been supplied for convenience only and are not to be taken as limiting or extending the meanings of any of its provisions.
- (3) Wherever the word "person" appears in the Plan, it shall refer to both natural and legal persons.
- (4) Except to the extent federal law controls, the Plan shall be governed, construed and administered according to the laws of the State of Ohio. All persons accepting or claiming benefits under the Plan shall be bound by and deemed to consent to its provisions.

ARTICLE II

ELIGIBILITY AND MEMBERSHIP

2.1 Commencement of Membership.

- (1) For purposes other than eligibility to receive an allocation of Age and Service Employer Contributions, each Employee who was a Member on the Effective Date and who continues to be an Employee on the Effective Date shall continue to be a Member on that date.
- (2) For purposes other than eligibility to receive an allocation of Age and Service Employer Contributions, each other person shall become a Member on the first payroll date that is as soon as administratively practicable following the date on which he becomes an Employee, or any subsequent payroll date, if he has timely enrolled in the Plan pursuant to a Compensation Reduction Agreement. An Employee's Compensation Reduction Agreement shall contain his authorization for his Employer to reduce his Eligible Earnings and to make Deferred Salary Contributions and/or Roth Contributions on his behalf in accordance with the provisions of Section 3.1. A Compensation Reduction Agreement shall remain in effect until revised, revoked or terminated.
- (3) For the purpose of eligibility to receive an allocation of Age and Service Employer Contributions pursuant to Section 4.11, an Employee who is a Post-2008 Employee shall become a Member as of the later of (a) January 1, 2014 if he is then an Employee, or (b) the date that he becomes an Employee.

2.2 Duration of Membership. Once an Employee becomes a Member, he shall remain a Member so long as he is an Employee. However, a Member who has ceased Deferred Salary Contributions and Roth Contributions may make no further Deferred Salary Contributions or Roth Contributions until the date specified in Section 3.3 and until he has again enrolls pursuant to Section 2.1(2).

- 2.3 Reemployment. A Member who has ceased to be an Employee by reason of termination of employment with the Controlled Group but who is subsequently reemployed as an Employee shall become a Member at the time provided in Section 2.1.

ARTICLE III

EMPLOYEE CONTRIBUTIONS

- 3.1 Deferred Salary and Roth Contributions. Deferred Salary Contributions and/or Roth Contributions for an Employee shall be made at the end of each Contribution Period as specified in the Compensation Reduction Agreement. Such amount shall be not less than the equivalent, per Contribution Period, of one percent of his Eligible Earnings and not more than the maximum amount permitted by Sections 4.5 and 4.7 through 4.9; provided, however, that an Employee's Deferred Salary Contributions and Roth Contributions when added to the other deductions from his paycheck cannot exceed 100% of the Employee's paycheck before such deductions and Deferred Salary Contributions- and Roth Contributions. In the event an Employee does not designate on his Compensation Reduction Agreement whether the contributions elected to be made are Deferred Salary Contributions or Roth Contributions, all contributions elected on such Compensation Reduction Agreement shall be deemed for all purposes of the Plan to be Deferred Salary Contributions.
- 3.2 Change in Contributions. A Member who has entered into a Compensation Reduction Agreement may amend such Agreement to increase or decrease the amount of Deferred Salary Contributions and/or Roth Contributions thereunder in accordance with procedures established by the Administrative Committee (or its delegate) and such amendment shall be effective as soon as practicable after it is made.
- 3.3 Suspension of Contributions. A Compensation Reduction Agreement may be suspended at any time as to Deferred Salary Contributions and/or Roth Contributions not theretofore accrued. After any such suspension, a Member may resume Deferred Salary Contributions and/or Roth Contributions by entering into a Compensation Reduction Agreement which shall be effective as soon as practicable after such Agreement is entered into.
- 3.4 Special Deferred Salary or Roth Contributions. Any Employee who becomes entitled to receive from the Employer lump sum payments with respect to C.O.L.A., signing bonus or supplemental bonus, reduced by any applicable taxes under the Federal Insurance Contributions Act (collectively, the "Lump Sums"), in connection with the ratification of the Collective Bargaining Agreement between the Employer and the Union may enter into a special Compensation Reduction Agreement pursuant to which all or a portion of the Lump Sums, in increments of \$100, will be contributed to the Plan as a Deferred Salary Contribution and/or Roth Contribution on behalf of the Employee. Any Employee who enters into a special Compensation Reduction Agreement pursuant to the preceding sentence who is not already a Member shall become a Member with respect to the amount so contributed. Such special Compensation Reduction Agreement shall be effective upon its execution by the Employee. The Lump Sums described in this Section shall not be considered Eligible Earnings for purposes of the Plan. Deferred Salary Contributions and/or Roth Contributions made pursuant to this Section shall be subject to the limitations of Sections 4.7 and 4.8, but any such Contributions limited by such Sections shall not be subject to Section 3.1. Deferred Salary Contributions and/or Roth Contributions made pursuant to this Section shall not be considered Deferred Salary Contributions or Roth Contributions for purposes of Sections 4.1 and 4.2. In the event an Employee does not designate on his special Compensation Reduction Agreement whether the contributions elected to be made are Deferred Salary Contributions or Roth Contributions, all contributions elected on such special Compensation

Reduction Agreement shall be deemed for all purposes of the Plan to be Deferred Salary Contributions.

- 3.5 Payments to Trustee. Deferred Salary Contributions and/or Roth Contributions shall be transmitted by the Employers to the Trustee at least as rapidly as is required by applicable law.
- 3.6 Catch-Up Contributions. All Members who have elected to make Deferred Salary Contributions and/or Roth Contributions to this Plan and who have attained age 50 before the end of a particular Plan Year shall be eligible to make catch-up contributions for such Plan Year (the "Catch-Up Deferred Salary Contributions" and "Catch-Up Roth Contributions" referred to collectively herein as "Catch-Up Contributions") in accordance with, and subject to the limitations of, section 414(v) of the Code; provided, however, that Catch-Up Contributions shall not be eligible for Matching Employer Contributions under Section 4.1 of the Plan and; provided, further, that Catch-Up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Sections 401(a)(30) and 415(c) of the Code (i.e., Section 4.5 of the Plan). In addition, notwithstanding any provision of the Plan to the contrary, the Plan shall not be treated as failing to satisfy the requirements of sections 401(k)(3), 401(k)(11), 410(b), or 416 of the Code, as applicable, by reason of the making of any such Catch-Up Contributions. In furtherance of, but without limiting the foregoing, (1) Deferred Salary Contributions and/or Roth Contributions made by Members eligible to make Catch-Up Contributions for a Plan Year that exceed (a) the statutory limits described in Sections 4.5(1) and 4.7(1) of the Plan or (b) the limits specified by the Company under Section 4.9 of the Plan for the Plan Year, shall be treated as Catch-Up Contributions; and (2) Catch-Up Contributions shall be permitted to be made pro-rata throughout the Plan Year on a payroll-by-payroll basis; provided, however, that whether Deferred Salary Contributions and/or Roth Contributions are in excess of any applicable limit and therefore shall be treated as Catch-Up Contributions shall be determined as of the end of the Plan Year. In addition, a Member who is eligible to make Catch-Up Contributions may elect to make them in accordance with procedures established by the Committee and, if such election is made, shall designate whether he is electing to make Catch-Up Deferred Salary Contributions or Catch-Up Roth Contributions. In the event a Member does not designate whether the Catch-Up Contributions to be made are to be Deferred Salary Contributions or Roth Contributions, all such contributions shall be deemed for all purposes of the Plan to be Catch-Up Deferred Salary Contributions.

ARTICLE IV

EMPLOYER CONTRIBUTIONS

- 4.1 Amount of Matching Employer Contributions. For each Employee who pays monthly contributions with respect to coverage under the Health Incentive Plan, each Employer shall cause to be paid to the Trustee, out of current or accumulated earnings and profits, as its Matching Employer Contribution hereunder for each calendar month an amount which is equal to the Employer Contribution Rate multiplied by the lesser of (1) six percent of the Member's Eligible Earnings during such calendar month or (2) the Deferred Salary Contribution made by such Employer during such calendar month on behalf of each Member. Notwithstanding any other provision of the Plan to the contrary, no Matching Employer Contributions shall be made with respect to any Catch-Up Contributions (as defined in Section 3.6 of the Plan).

"Employer Contribution Rate" means, for the period from January 1, 1995 through December 31, 1996, fifty percent (50%), and, for the period after January 1, 1997, zero percent (0%).

4.2 Payment and Allocation of Matching Employer Contributions.

- (1) All Matching Employer Contributions for any month shall be paid in cash to the Trustee not later than the 30th day of the next succeeding calendar month. In any case, the Matching Employer Contribution for each calendar month, regardless of when actually paid, shall for all purposes of the Plan be deemed to have been made on the last day of such month.
- (2) Matching Employer Contributions shall be allocated and credited by the Trustee each month that they are made by the Employers to the Account of each Member who is eligible therefor and for whom a Deferred Salary Contribution is made during the month in proportion to the Employer Contribution Rate. Notwithstanding the foregoing, for purposes of this Section, the term "Deferred Salary Contribution(s)" shall not include any Catch-Up Deferred Salary Contributions (as defined in Section 3.6 of the Plan).

4.3 Additional Employer Contributions.

- (1) Each Employer shall cause to be paid to the Trustee as its Additional Employer Contribution hereunder for each eligible Employee for the period from January 1, 1995 (January 1, 1997 for LaVergne) through the last pay period of the month of September 2000, the amount determined for each such Employee pursuant to Schedule I attached hereto.
- (2) All Additional Employer Contributions described in Subsection (1) of this Section for any period shall be paid in cash to the Trustee for the Account of each Employee who is eligible therefor on the same basis that Matching Employer Contributions are paid to the Trustee.

4.4 Returns of Contributions to Employers.

- (1) Except as provided in Subsection (2) of this Section, the Trust Fund shall never inure to the benefit of any Employer and shall be held for the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan.
- (2) If the Internal Revenue Service shall determine that an Employer has contributed an amount for any Plan Year which is in excess of the amount which is deductible by it under Code section 404 for such Year, such contribution (to the extent the deduction is disallowed) shall, upon written request of the Employer filed with the Trustee, be returned to the Employer within one year after the deduction was disallowed. If any contribution is made by an Employer due to a mistake of fact, such contribution shall, upon written request of the Employer filed with the Trustee, be returned to the Employer within one year after it is made.

4.5 Provision Pursuant to Code Section 415(c).

- (1) Notwithstanding any other provision of the Plan (except to the extent permitted under section 414(v) of the Code and Section 3.6 of the Plan), the maximum annual addition (as defined in Subsection (2) of this Section) to a Participant's Account (and to any account for him under any other defined contribution plan, whether or not terminated, maintained by any Controlled Group Member) shall in no event exceed the lesser of (a) 100% of the participant's compensation, (as defined Subsection (4) of this Section) or (b) \$40,000 (as such amount may be adjusted by the Secretary of the Treasury pursuant to section 415(d) of the Code and Treasury Regulation section 1.415(d)-1(b)), except that this compensation limitation shall not apply to: (i) any contribution for medical benefits (within the meaning of section 419A(f)(2) of the Code) after separation from service which is otherwise treated as an annual addition, or (ii) any amount otherwise treated as an annual addition under section 415(l)(1) of the Code.
- (2) For the purpose of this Section, the term "annual addition" means the sum for any Plan Year (which shall be the limitation year) of:
 - (a) all contributions made by the Controlled Group which are allocated to the Participant's Account pursuant to a defined contribution plan maintained by a Controlled Group Member,
 - (b) all employee contributions made by the Participant to a defined contribution plan maintained by a Controlled Group Member,
 - (c) all forfeitures allocated to the Participant's Account pursuant to a defined contribution plan maintained by a Controlled Group Member, and
 - (d) amounts described in section 415(l)(1) and 419A(d)(2) of the Code.
- (3) For purposes of this Section, the definition of "Controlled Group" set forth in Subsection 1.1(15) shall be modified as provided by Code section 415(h).
- (4) For purposes of this Section, effective as of January 1, 2008, the term "compensation" shall mean compensation as defined in Treasury Regulation section 1.415(c)-2(d)(4), including "deemed section 125 compensation" as defined in Treasury Regulation section 1.415(c)-2(g)(6)(ii) (subject to the limitation described in Section 1.1(20)). The term "compensation" as defined in the preceding sentence shall include any payments made by the later of (a) two and one-half (2 ½) months after the date of the Participant's severance from employment with the Controlled Group or (b) the end of the limitation year that includes the date of the Participant's severance from employment with the Controlled Group, provided that, absent a severance from employment, such payments (i) would have been paid to the Participant if the Participant had continued in employment with the Controlled Group and (ii) are regular compensation for services performed during the Participant's regular working hours, compensation for services outside the Participant's regular working hours (such as overtime or shift differential pay), commissions, bonuses or other similar compensation. Effective as of January 1, 2009, the term "compensation" shall also include any differential wage payments (within the meaning of section 3401(h)(2) of the Code) made to a Participant by the Controlled Group.

- #### 4.6 Funding Policy.
- To the extent not already done, the Investment Committee shall (1) determine, establish and carry out a funding policy and method consistent with the objectives of the Plan and the requirements of applicable law and (2) furnish from time to time to the person responsible for the

investment of the assets held under the Trust Agreement information such Committee may have relative to the Plan's probable short-term and long-term financial need, including any need for probable short-term liquidity, and such Committee's opinion (if any) with respect thereto.

4.7 Excess Deferrals.

- (1) Notwithstanding the foregoing provisions of this Article or Article III, and except to the extent permitted under section 414(v) of the Code and Section 3.6 of the Plan, the sum of a Member's before-tax contributions and/or a Member's Roth Contributions shall not, for any taxable year of such Member commencing on or after January 1, 2009, exceed \$16,500 (as such amount may be adjusted for increases in the cost of living pursuant to section 402(g) of the Code). Except as otherwise provided in this Section, a Member's before-tax contributions for purposes of this Section shall include (a) any employer contribution made under any qualified cash or deferred arrangement as defined in section 401(k) of the Code to the extent not includible in gross income for the taxable year under section 402(e)(3) of the Code or to the extent includible in gross income for the taxable year under section 402A of the Code (determined without regard to section 402(g) of the Code), (b) any employer contribution to the extent not includible in gross income for the taxable year under section 402(h)(1)(B) of the Code (determined without regard to section 402(g) of the Code), (c) any employer contribution to purchase an annuity contract under section 403(b) of the Code under a salary reduction agreement within the meaning of section 3121(a)(5)(D) of the Code and (d) any elective contributions under section 408(p)(2)(A)(i) of the Code.
- (2) To the extent that a Member's before-tax contributions and/or Roth Contributions exceed the amount described in Subsection (1) of this Section (collectively, hereinafter called the "excess deferrals"), such excess deferrals (and effective January 1, 2008 any income allocable thereto to the end of the Plan Year for which such contributions were made, as determined in accordance with Section 5.4) shall be distributed to the Member by April 1 following the close of the taxable year in which such excess deferrals occurred if (and only if), by March 1 following the close of such taxable year, the Member (a) allocates the amount of such excess deferrals among the plans under which the excess deferrals were made and (b) notifies the Administrative Committee of the portion allocated to this Plan.
- (3) In the event that a Member with respect to whom excess deferrals must be distributed has made both Deferred Salary Contributions and Roth Contributions, the Plan shall distribute Deferred Salary Contributions first.
- (34) In the event that a Member's Deferred Salary Contributions and/or Roth Contributions under this Plan exceed the amount described in Subsection (1) of this Section, or in the event that a Member's Deferred Salary Contributions or Roth Contributions made under this Plan do not exceed such amount but he allocates a portion of his excess deferrals to his Deferred Salary Contributions or Roth Contributions made to this Plan, Matching Employer Contributions, if any, made with respect to such Deferred Salary Contributions (and any income allocable thereto) or Roth Contributions (and any income allocable thereto) shall be forfeited.

4.8 Excess Contributions.

- (1) Notwithstanding the provisions of this Article or Article III, for any Plan Year,
 - (a) the actual deferral percentage (as defined in Subsection (2) of this Section) for the group of eligible Highly Compensated Employees (as defined in Subsection (3)

of this Section) for such Plan Year shall not exceed the actual deferral percentage for all other eligible Employees for the preceding Plan Year multiplied by 1.25, or

- (b) the excess of the actual deferral percentage for the group of eligible Highly Compensated Employees for such Plan Year over the actual deferral percentage for all other eligible Employees for the preceding Plan Year shall not exceed 2 percentage points, and the actual deferral percentage for the group of eligible Highly Compensated Employees for such Plan Year shall not exceed the actual deferral percentage for all other Employees for the preceding Plan Year multiplied by 2.

If two or more plans which include cash or deferred arrangements are considered as one plan for purposes of Section 401(a)(4) or 410(b) of the Code, such arrangements included in such plans shall be treated as one arrangement for the purposes of this Subsection. If any eligible Highly Compensated Employee is a participant under two or more cash or deferred arrangements of the Controlled Group, all such arrangements shall be treated as one cash or deferred arrangement for purposes of determining the deferral percentage with respect to such Employee, and in the event that such arrangements have different plan years, all Deferred Salary Contributions and/or Roth Contributions made during the Plan Year under all such arrangements shall be aggregated. Notwithstanding the foregoing, cash or deferred arrangements that are not permitted to be aggregated under Treasury Regulations issued under section 401(k) of the Code shall be treated as separate arrangements.

- (2) For the purposes of this Section, the actual deferral percentage for a specified group of Employees for a Plan Year shall be the average of the ratios (calculated separately for each Employee in such group) of (a) the amount of Deferred Salary Contributions and/or Roth Contributions actually paid to the Trust for each such Employee for such Plan Year (excluding any "excess deferrals" described in Section 4.7 with respect to non-Highly Compensated Employees), to (b) the Employee's compensation for such Plan Year. For the purposes of this Subsection (2), the term "compensation" shall have the meaning set forth in Section 4.5(4).
- (3) For the purposes of this Section, the term "eligible Highly Compensated Employee" means a Highly Compensated Employee eligible to become a Member under Article II.
- (4) In the event that excess contributions (as such term is hereinafter defined) are made to the Trust for any Plan Year, then, prior to March 15 of the following Plan Year, such excess contributions (and effective January 1, 2008 any income allocable thereto to the end of the Plan Year for which such contributions were made, as determined in accordance with Section 5.4) shall be distributed to the Highly Compensated Employees on the basis of the respective portions of the excess contributions attributable to each such Highly Compensated Employee in order of the dollar amount of Deferred Salary Contributions and/or Roth Contributions made by or on behalf of such eligible Highly Compensated Employees beginning with the Highly Compensated Employee with the highest dollar amount of Deferred Salary Contributions and Roth Contributions. In the event that a Member who has excess contributions has made both Deferred Salary Contributions and Roth Contributions, the Plan shall distribute the Deferred Salary Contributions first. For the purposes of this Subsection (4), the term "excess contributions" shall mean, for any Plan Year, the excess of (i) the aggregate amount of Deferred Salary Contributions and/or Roth Contributions actually paid to the Trust on behalf of Highly Compensated Employees for such Plan Year over (ii) the maximum amount of Deferred Salary

Contributions and Roth Contributions permitted for such Plan Year under Subsection (1) of this Section, determined by hypothetically reducing Deferred Salary Contributions and/or Roth Contributions made on behalf of Highly Compensated Employees in order of the actual deferral percentages (as defined in Subsection (2) of this Section) beginning with the highest of such percentages.

- (5) Matching Employer Contributions made with respect to a Member's excess contributions (and any income allocable thereto) shall be forfeited.
- (6) Notwithstanding the foregoing provisions of this Section, (a) the amount of a Member's excess contributions to be distributed shall be reduced by any excess deferrals previously distributed to the Member for the Member's taxable year ending with or within the Plan Year in accordance with section 402(g)(2) of the Code, and (b) the amount of excess deferrals that may be distributed with respect to a Member for a taxable year is reduced by any excess contributions previously distributed with respect to the Member for the Plan Year beginning with or within the taxable year.

4.9 Monitoring Procedures.

- (1) In order to ensure that at least one of the actual deferral percentages specified in Section 4.8(1) is satisfied for each Plan Year, the Committee shall monitor (or cause to be monitored) the amount of Deferred Salary Contributions and/or Roth Contributions being made to the Plan by or for each Employee during each Plan Year. In the event that the Committee determines that neither of such actual deferral percentages will be satisfied for a Plan Year, the Deferred Salary Contributions and/or Roth Contributions being made by or for each Highly Compensated Employee shall be appropriately suspended or adjusted (pursuant to non-discriminatory rules adopted by the Committee) or, in the case of contributions which have not been allocated to the Accounts of Members, returned or treated as some other type of contribution.
- (2) In order to ensure that excess deferrals (as such term is defined in Section 4.7(2)) shall not be made to the Plan for any taxable year for any Member, the Committee shall monitor (or cause to be monitored) the amount of Deferred Salary Contributions and/or Roth Contributions being made to the Plan for each Member during each taxable year and shall take such action (pursuant to non-discriminatory rules adopted by the Committee) to prevent Deferred Salary Contributions and/or Roth Contributions made for any Member under the Plan for any taxable year from exceeding the maximum amount applicable under Section 4.7.

4.10 Rollover Contributions.

The Trustee, at the direction of the Committee and subject to such uniform and nondiscriminatory rules as the Committee may establish, shall receive and thereafter hold as part of the Trust Fund all cash and other property transferred to the Plan in a Rollover Contribution. Assets added to the Plan by reason of a Rollover Contribution shall be held under the Plan for the benefit of the Employee by or with respect to whom such Rollover Contribution was made in accordance with the other terms of the Plan applicable thereto.

4.11 Age and Service Employer Contributions.

- (1) Effective on and after January 1, 2014, with respect to each Contribution Period, the Employer shall cause to be paid to the Trustee an Age and Service Employer Contribution on behalf of each Employee who is a Post-2008 Employee and a Member at any time during such Contribution Period. All Age and Service Employer Contributions for a Contribution Period shall be paid in cash to the Trustee not later than the end of the calendar month immediately following the calendar month in which the Contribution Period ends.
- (2) The amount of the Age and Service Employer Contribution to be made for a Contribution Period on behalf of an Employee who is a Post-2008 Employee and a Member shall be the amount determined in accordance with the following schedule, based on such Employee's age (in full years and full months) and years of Continuous Service at the beginning of such Contribution Period and the hours for which the Employee is paid by the Employer during such Contribution Period:

Age Plus Years of Continuous Service Equals:	Age and Service Employer Contribution per Hour Paid
Less than 30 years	\$0.31 per Hour Paid
30 to 39 years	\$0.48 per Hour Paid
40 to 49 years	\$0.75 per Hour Paid
50 to 59 years	\$0.98 per Hour Paid
60 to 69 years	\$1.41 per Hour Paid
70 to 79 years	\$2.01 per Hour Paid
80 or more years	\$3.13 per Hour Paid

- (3) If a Member who is a Post-2008 Employee is laid off and again becomes an Employee and a Member, the Employer shall cause to be paid to the Trustee an Age and Service Contribution on behalf of such Employee in cash in an amount equal to the amount of Age and Service Employer Contributions that such Employee would have received if he had not been laid off.
- (4) If a Member who is a Post-2008 Employee is on authorized leave of absence for reasons of accident or sickness or for employment with the Union during a Contribution Period, an Age and Service Employer Contribution shall be made on behalf of such an Employee in accordance with this Section 4.11 but based on the greater of 40 hours or the actual number of hours for which the Employee was paid by the Employer during such Contribution Period.

ARTICLE V

INVESTMENTS

5.1 Investment of Funds.

- (1) The Trust Fund (other than the portion of the Trust Fund consisting of the Loan Accounts) shall be divided into Investment Funds, as the Investment Committee in its discretion shall select or establish. Each such Investment Fund shall comply with applicable law, including ERISA. The Trustee shall hold, manage, administer, invest reinvest, account for and otherwise deal with the Trust Fund and each separate Investment Fund as provided in the Trust Agreement.
- (2) Upon becoming a Member or at any time thereafter, each Member may elect, pursuant to rules and procedures adopted by the Investment Committee, and effective at such times as prescribed by the Investment Committee, that future Deferred Salary Contributions, Roth Contributions and Rollover Contributions, as well as repayments of a loan made pursuant to Section 5.5, shall be invested in any proportion in any one or more of the Investment Funds designated by the Investment Committee as available for investment pursuant to Member direction. Each Member with respect to whom assets are transferred to the Plan may elect, pursuant to rules and procedures adopted by the Investment Committee, and effective at such times as prescribed by the Investment Committee, upon such transfer that the assets contributed to the Plan on his behalf in such transfer and held in his Transfer Account be invested in any proportion in any one or more Investment Funds designated by the Investment Committee as available for investment pursuant to Member direction. The Investment Committee may adopt rules and procedures that permit a Member to delegate his authority to direct the investment of amounts contributed or transferred to the Plan on his behalf to an Investment Advisor designated by the Committee that will invest such amounts among such Investment Funds as the Investment Advisor deems appropriate. In the absence of a Member's effective direction pursuant to this Section 5.1(2) as to the investment of all or a portion of the amounts in a Member's Account, the amounts for which there is no such direction shall be invested in the Investment Fund or Funds designated by the Investment Committee for such purpose (each of which shall be a "qualified default investment alternative" within the meaning of the Department of Labor regulations).
- (3) Subject to rules established by the Investment Committee, a Member, or the Investment Advisor to which he has delegated investment authority pursuant to Section 5.1(2), may direct that any portion of his Account (other than his Loan Account and Additional Employer Contribution Account), be reallocated in any proportion among the Investment Funds designated by the Investment Committee as available for investment pursuant to Member direction.
- (4) The Additional Employer Contributions Accounts of all Members shall be reallocated to an Investment Fund or Funds designated by the Investment Committee which shall be available only for the investment of Additional Employer Contributions as directed by the Investment Committee.

5.2 Account. Each Participant shall have established for him by the Administrator an Account which reflects, to the extent applicable, his Deferred Salary Contributions Account, Roth Contributions Account, Rollover Contributions Account, Transfer Account, Matching Employer Contributions Account, Additional Employer Contributions Account and Age and Service Employer Contributions

Account. The Transfer Account shall be further subdivided and separate records maintained to reflect the Participant's after-tax Employee contributions to the plan from which the transfer originated, the earnings thereon, the Employer contributions made on behalf of the Participant to the plan from which the transfer originated and the earnings thereon. A Participant's Roth Contributions Account shall be comprised of Roth Contributions and properly attributable income, gains, losses, withdrawals, and other credits and debits thereto. The Administrator also shall maintain for each such Account separate records showing the amount of contributions thereto, payments, withdrawals and loans pursuant to Section 5.5 therefrom and the amount of income, expenses, gains and losses attributable thereto. The interest of each Participant hereunder at any time shall consist of the amount standing to his Account (as determined in Section 5.4 below) as of the last preceding Valuation Date plus credits and minus debits to such Account since that Date.

5.3 Reports. The Company shall cause reports to be made quarterly to each Participant as to the value of his Account. In addition, the Company shall cause such a report to be made to each Participant who terminates his employment with the Controlled Group.

5.4 Valuation of Accounts.

(1) As of the close of business on each Valuation Date, the Trustee shall determine the value of each Participant's Account as provided in the Plan and the Trust Agreement. Except as may otherwise be provided by the Investment Committee, Deferred Salary Contributions, Roth Contributions and Matching Employer Contributions shall each be credited to each Participant's Account as of the close of business on the Valuation Date on which the Trustee has received such Contributions.

(2) The Trustee shall make each valuation described in Subsection (1) on the basis of the market value (as determined by the Trustee) of the assets of each Investment Fund, except that property which the Trustee determines does not have a readily determinable market value shall be valued at fair market value as determined by the Trustee in such manner as it deems appropriate.

(3) The Trustee shall determine, from the change in value of each Investment Fund between the current Valuation Date and the then last preceding Valuation Date, the net gain or loss of each such Investment Fund during such period resulting from expenses paid and realized and unrealized earnings, profits and losses of such Investment Fund during such period. Contributions allocated to an Investment Fund described in this Subsection and payments, distributions and withdrawals from any such Investment Fund to provide benefits under the Plan for Participants or Beneficiaries shall not be deemed to be earnings, profits, expenses or losses of such Investment Fund.

The net gain or loss of each Investment Fund determined pursuant to this Subsection (3) shall be allocated as of each Valuation Date by the Trustee to the Accounts of Participants in such Investment Fund in proportion to the amounts of such Accounts invested in such Investment Fund on such Valuation Date, exclusive of amounts to be credited or debited to such Accounts as of such Valuation Date.

(4) The total value of a Participant's Account on each Valuation Date shall be the value determined under the preceding provisions of this Section for the portions of the Account invested in the respective Investment Funds described in such provisions, plus the value of a Participant's Loan Account on the last preceding Valuation Date on which the Administrator valued such Loan Account pursuant to Section 5.5(4) reduced by any fees or expenses charged against the Account on any Valuation Date in accordance with the terms of the Plan or Trust.

- (5) The reasonable and equitable decision of the Trustee as to the value of each Investment Fund, and as to the value of each Participant Account, as of each Valuation Date shall be conclusive and binding upon all persons having any interest, direct or indirect, in such Investment Fund or Account-

5.5 Loans to Members.

- (1) A Member and a former Member who is a "party in interest" within the meaning of section 3(14) of ERISA may apply on the form provided by the Committee for a loan from his Account. As used in this Section, the term "Member" shall refer to each Member or former Member who may apply for a loan pursuant to this Section. If the Committee determines that the Member is not in bankruptcy or similar proceedings and is entitled to a loan in accordance with the following provisions of this Section, the Committee shall direct the Trustee to make a loan to the Member from his Account. Each loan shall be charged against the Member's Account in the order established by the Committee. No loans may be made from the Member's Additional Employer Contributions Account or from the Member's Age and Service Employer Contributions Account.
- (2) A Member shall not be entitled to a loan under this Section unless the Member, consents to (a) the use of the Member's Account as security as provided in Subsection (5)(c) of this Section and (b) the possible reduction of the Member's Account as provided in Subsection (6) of this Section.
- (3) Each loan shall be in an amount which is not less than \$1,000 and shall be expressed in a multiple of \$100. A Member may have only one loan outstanding at any one time. The maximum loan to any Member (when added to the outstanding balance of all other loans to the Member from all qualified employer plans (as defined in section 72(p)(4) of the Code) of the Controlled Group) shall be an amount which does not exceed the lesser of
- (a) \$50,000, reduced by the excess (if any) of (i) the highest outstanding balance of such other loans during the one-year period ending on the day before the date on which such loan is made, over (ii) the outstanding balance of such other loans on the date on which such loan is made, or
 - (b) 50% of the value of such Member's Account on the date on which such loan is made.
- (4) For each Member for whom a loan is authorized pursuant to this Section, the Administrator shall (a) direct the Trustee to liquidate the Member's interest in the Investment Funds as directed in writing by the Member or, in the absence of such written direction, on a default basis determined by the Committee, to the extent necessary to provide funds for the loan, (b) direct the Trustee to disburse such funds to the Member upon the Member's execution of the promissory note and security agreement referred to in Subsection (5)(d) of this Section, (c) transmit to the Trustee the executed promissory note and security agreement referred to in Subsection (5)(d) of this Section, and (d) establish and maintain a separate recordkeeping account within the Member's Account (the "Loan Account") (i) which initially shall be in the amount of the loan, (ii) to which the funds for the loan shall be deemed to have been allocated and then disbursed to the Member, (iii) to which the promissory note shall be allocated and (iv) which shall show the unpaid principal of and interest on the promissory note from time to time. All payments of principal and interest by a Member shall be credited initially to his Loan Account and applied against the Member's promissory note, and then invested in the Investment Funds

pursuant to the Member's direction under Section 5.1(2). The Administrator shall value each Member's Loan Account for purposes of Section 5.4 at such times as the Administrator shall deem appropriate, but not less frequently than monthly.

- (5) Loans made pursuant to this Section:
- (a) shall be made available to all Members on a reasonably equivalent basis;
 - (b) shall not be made available to Highly Compensated Employees in a percentage amount greater than the percentage amount made available to other Members;
 - (c) shall be secured by the Member's Loan Account; and
 - (d) shall be evidenced by a promissory note and security agreement executed by the Member which provides for:
 - (i) the security referred to in Paragraph (c) of this Subsection;
 - (ii) a rate of interest equal to the prime rate of interest as reported by Reuters for the last business day immediately preceding the calendar quarter in which the loan is requested;
 - (iii) repayment within a specified period of time, which shall not extend beyond five years;
 - (iv) repayment in equal payments over the term of the loan, with payments not less frequently than quarterly; and
 - (v) for such other terms and conditions as the Committee shall determine, which shall include provisions that:
 - (A) with respect to a Member who is an Employee, the loan will be repaid pursuant to authorization by the Member of equal payroll deductions over the repayment period sufficient to amortize fully the loan within the repayment period, provided, however, the Committee may waive the requirement of equal payroll deductions if the Employer payroll through which the Member is paid cannot accommodate such deductions;
 - (B) the loan shall be repayable in whole or in part at any time without penalty by payment in accordance with procedures established by the Committee; and
 - (C) the loan shall be in default and become immediately due and payable upon the first to occur of the following events:
 - (I) the Member's failure to make required payments on the promissory note;

- (II) in the case of a Member who is not an Employee, distribution of his Account; or
- (III) the filing of a petition, the entry of an order or the appointment of a receiver, liquidator, trustee or other person in a similar capacity, with respect to the Member, pursuant to any state or federal law relating to bankruptcy, moratorium, reorganization, insolvency or liquidation, or any assignment by the Member for the benefit of his creditors.
- (6) Notwithstanding any other provision of the Plan, a loan made pursuant to this Section shall be a first lien against the Member's Loan Account. Any amount of principal or interest due and unpaid on the loan at the time of any default on the loan, shall be satisfied by deduction from the Member's Loan Account, and shall be deemed to have been distributed to the Member, as follows:
- (a) in the case of a Member who is an Employee and who is not, at the time of the default, eligible (without regard to the required filing of an application pursuant to Section 6.1(1)) to receive distribution of his Account under the provisions of Article VI (other than a withdrawal on account of Hardship), or by order of a court, at such time as he first becomes eligible (without regard to the required filing of an application pursuant to Section 6.1(1)) to receive distribution of his Account under the provisions of Article VI (other than a withdrawal on account of Hardship), or by order of a court; or
- (b) in the case of any other Member, immediately upon such default.
- (7) Notwithstanding any other provision of the Plan, loan repayments will be suspended under the Plan as permitted under section 414(u)(4) of the Code for Participants on a leave of absence for "qualified military service" (as defined in Section 10.6).

ARTICLE VI

DISTRIBUTIONS AND WITHDRAWALS

6.1 Distributions Only as Provided.

- (1) Participants' interests hereunder shall only be distributable as provided in this Article VI. A Participant or Beneficiary eligible to receive a distribution under the Plan shall obtain a blank application for that purpose from the Administrative Committee and file with such Committee his application in writing on such form, furnishing such information as such Committee may reasonably require, including satisfactory proof of his age and any authority in writing that the Administrative Committee may request authorizing it to obtain pertinent information, certificates, transcripts and/or other records from any public office. Except as otherwise provided in Subsection (2) of this Section or in Section 6.6, no distribution shall be made to a Participant or Beneficiary unless a properly completed application and all other required information are submitted to the Administrative Committee.

- (2) The Administrative Committee shall (a) direct that the Account of a Participant eligible to receive distribution of his Account under Section 6.3 or 6.5 be distributed to the Participant if the value of the vested portion of the Account is \$5,000 or less, or (b) direct the distribution of the vested portion of an Account payable to a Beneficiary.

6.2 Vesting. The balance of the Participant's Account (including sub-accounts) shall be vested as follows:

(a) In the event such Participant's distribution occurs under the conditions specified in Sections 6.3 or 6.4, such Participant shall be 100% vested in the entire balance of his Account.

(b) In the event such Participant's distribution occurs under the conditions stated in Section 6.5,

(i) such Participant shall be 100% vested in his Deferred Salary Contributions Account, his Roth Contributions Account, his Rollover Contributions Account, his Transfer Account, and his Additional Employer Contributions Account;

(ii) such Participant shall have no vested interest in his Matching Employer Contribution Account, unless he

(A) has been a Member for three continuous years,

(B) has completed 5 years of Continuous Service with respect to amounts attributable to Matching Employer Contributions made prior to January 1, 2004, and has completed 3 years of Continuous Service with respect to amounts attributable to Matching Employer Contributions, if any, made on or after January 1, 2004, or

(C) has attained age 65 while an Employee,

in which event he shall be 100% vested in his entire Matching Employer Contributions Account;

(iii) such Participant shall have no vested interest in his Age and Service Employer Contributions Account, unless he

(A) has completed at least 2 years of Continuous Service, or

(B) has attained age 65 while an Employee,

in which event he shall be 100% vested in his entire Age and Service Employer Contributions Account.

6.3 Distributions on Retirement or Disability.

- (1) The entire Account of a Participant, other than a Participant who is or was a Post-2008 Employee, shall be distributed as provided in Subsection (2) of this Section if his employment with the Controlled Group terminates because of his retirement under a

retirement or pension plan adopted by an Employer, by reason of military or government service or by reason of his Disability; provided, however, that distributions to a Participant who is Disabled shall be deferred until his retirement under a retirement or pension plan adopted by an Employer unless such Participant elects otherwise.

- (2) (a) The Account of a Participant (other than a Participant who is or was a Post-2008 Employee) who terminates his employment with the Controlled Group as provided in Subsection (1) of this Section (including any Contributions which have not yet been transmitted to the Trustee, but after giving effect to any applicable deduction under the Plan's loan repayment provisions) shall be paid to him in a lump sum in cash.
- (b) Each distribution hereunder shall be based on the value of the Participant's Account (including any contributions which have not been transmitted to the Trustee, but after giving effect to any applicable deduction under the Plan's loan repayment provisions) on the Valuation Date on which his Account is liquidated to provide funds for such

Notwithstanding the foregoing provisions of this Subsection, if a Participant to whom this Section applies dies before his Account has been distributed, Section 6.4 shall govern the distribution of such undistributed Account.

6.4 Distributions on Death. After the death of a Participant while in the employ of an Employer or while performing "qualified military service" as defined in Code Section 414(u)(5), his entire Account (including any contributions which have not yet been transmitted to the Trustee, but after giving effect to any applicable deductions under the Plan's loan repayment provisions) shall be paid by the Trustee to his Beneficiary as soon as possible after the Trustee is notified of the Participant's death. A Participant shall have the right to designate that after his death his Account shall be paid to or for his Beneficiary as set forth in Subsection 6.3(2)(a). Any designation by a Participant of the method of payment of death benefits hereunder may be made, changed or revoked by the Participant in writing on a form prescribed by the Administrative Committee and filed with the Committee prior to the Participant's death.

6.5 Distribution on Termination of Employment.

- (1) If a Participant ceases to be an Employee under circumstances other than those covered by Sections 6.3 and 6.4, the vested portion of his Account, after any applicable deduction from such Account pursuant to the Plan's loan repayment provisions, shall be distributed in accordance with this Section, except that if a Participant to whom this Section applies dies before his vested Account balance has been distributed, Section 6.4 shall govern this distribution of the vested portion of his Account.
- (2) A Participant's vested Account balance (including any contributions which have not yet been transmitted to the Trustee, but after giving effect to any applicable deductions under the Plan's loan repayment provisions) shall be distributed to him as set forth in Paragraphs (a) and (b) of Subsection 6.3(2) as determined by the Participant.
- (3) Whenever distribution is made with respect to a Participant whose Account balance is not fully vested, the unvested portion shall be forfeited on the first anniversary of his Severance Date, unless he returns to the employ of the Employer prior to such anniversary. Any such forfeiture shall be used, if necessary, to restore previously forfeited amounts in accordance with Subsection (4) of this Section and shall then be applied against the current Matching Employer Contribution obligation of the Employer.

- (4) If a Participant who forfeited the unvested portion of his Account in accordance with Subsection (3) of this Section returns to the employ of the Employer within the 60-month period commencing on the date of the distribution of his Account, the forfeited portion of his Account shall be immediately restored by means of current forfeitures, if any, and/or a special contribution by the Employer. If a Participant forfeits a portion of his Account pursuant to Subsection (3) of this Section and is rehired by the Employer after the conclusion of the 60-month period commencing on the date of the distribution of his Account, his rehire shall have no effect on the forfeiture.

6.6 Provision Pursuant to Section 401(a)(9) of the Code.

- (1) Definitions. For the purposes of this Section, the following terms, when used with initial capital letters, shall have the following respective meanings:
- (a) **Designated Beneficiary:** The person who is designated as the Beneficiary as defined in Section 1.1(8) of the Plan and is the designated beneficiary under section 401(a)(9) of the Code and section 1.401(a)(9)-4, Q&A-1, of the Treasury Regulations.
 - (b) **Distribution Calendar Year:** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under paragraph (b) of Subsection (3) below. The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.
 - (c) **Life Expectancy:** Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury Regulations.
 - (d) **Participant's Account Balance:** The Account balance as of the last Valuation Date in the calendar year immediately preceding the distribution calendar year (the 'Valuation Calendar Year') increased by the amount of any contributions made and allocated or forfeitures allocated to the Account balance as of dates in the Valuation Calendar Year after the Valuation Date and decreased by distributions made in the Valuation Calendar Year after the Valuation Date. The Account balance for the Valuation Calendar Year includes any amounts rolled over or transferred to the Plan either in the Valuation Calendar Year or in the Distribution Calendar Year if distributed or transferred in the Valuation Calendar Year.
 - (e) **Required Beginning Date:** The applicable date specified in Subsection (3) below.
- (2) **General Rules.** Notwithstanding any provision of the Plan to the contrary, at the times provided in this Section, distributions under the Plan shall be made in accordance with the

minimum distribution requirements of this Section and the Treasury Regulations issued under section 401(a)(9) of the Code; provided, however, that distributions may be made more rapidly than required by this Section and such Treasury Regulations to the extent permitted under any other applicable provisions of the Plan.

- (3) Time of Distribution. (a) The Participant's entire vested interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date. Except as described in paragraph (b) below, the Required Beginning Date of a Participant who is a 5% owner (as defined in section 416 of the Code) shall be the April 1 of the calendar year following the calendar year he attains age 70½ and the Required Beginning Date of any other Participant shall be the April 1 of the calendar year following the later of (i) the calendar year he terminates employment with the Controlled Group or (ii) the calendar year he attains age 70½.
- (b) If the Participant dies before distributions begin, the Participant's entire vested interest will be distributed, or begin to be distributed, no later than as follows:
- (i) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then, unless the election described in paragraph (d) below is made, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
 - (ii) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, then, unless the election described in paragraph (d) below is made, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (iii) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire vested interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (iv) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant, but before distributions to the surviving Spouse begin, this paragraph (b), other than subparagraph (i) above, will apply as if the surviving Spouse were the Participant.
- (c) For purposes of this Section, unless subparagraph (iv) of paragraph (b) above applies, distributions are considered to begin on the Participant's Required Beginning Date. If subparagraph (iv) of paragraph (b) above applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under subparagraph (i) of paragraph (b) above.
- (d) Notwithstanding the foregoing, if a Participant dies before distributions begin and there is a Designated Beneficiary, distribution to the Designated Beneficiary is not required to begin by the Required Beginning Date specified above if the Participant or the Beneficiary elects, on an individual basis, that the Participant's

entire vested interest will be distributed to the Designated Beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death; provided, however, that if the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant, but before distributions to either the Participant or the surviving Spouse begin, this election will apply as if the surviving Spouse were the Participant. The election provided in this paragraph (d) must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin, or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving Spouse's) death.

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

(a) During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

- (i) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or
- (ii) if the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's Spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the Distribution Calendar Year.

(b) Required minimum distributions will be determined under this Subsection (4) beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

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

(a) Death on or after date distributions begin:

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

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

(B) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving Spouse is calculated for

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

(C) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining Life Expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

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

(b) Death before date distributions begin:

(i) If the Participant dies before the date distributions begin and there is a Designated Beneficiary, then, unless the election described in paragraph (d) of Subsection (3) above is made, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in paragraph (a) above.

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

(iii) If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under subparagraph (i) of Subsection (3)(b) above, this paragraph (b) will apply as if the surviving Spouse were the Participant.

(6) 2009 Required Minimum Distributions. Notwithstanding the preceding provisions of this Section 6.6, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of section 401(a)(9)(H) of

the Code ('2009 RMDs'), and who would have satisfied that requirement by receiving distributions that are (a) equal to the 2009 RMDs or (b) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's Designated Beneficiary, or for a period of at least 10 years, will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence. The opportunity to make a direct rollover pursuant to Section 6.9 of the Plan will be offered for 2009 RMDs.

6.7 Withdrawal of Contributions.

- (1) Participants may withdraw amounts from their vested Account balance attributable to Matching Employer Contributions, Additional Employer Contributions, Age and Service Employer Contributions, Rollover Contributions, Deferred Salary Contributions and Roth Contributions only under the circumstances described in, and in accordance with, this Subsection, but subject to a minimum withdrawal amount as may be established by the Administrative Committee. A Participant who has terminated employment with the Controlled Group may, not more frequently than four times during any calendar year, elect to withdraw a portion of his vested Account. A Participant who is an Employee and who is at least 59-1/2 years old may, not more frequently than four times during any calendar year, withdraw all or a part of his vested Account balance attributable to Matching Employer Contributions, prior to October 1, 2000 his Additional Employer Contributions, Rollover Contributions, Deferred Salary Contributions and Roth Contributions. A Participant who is an Employee, who has not attained age 59- 1/2 and who has obtained all distributions and all nontaxable loans currently available under all plans maintained by the Employer may withdraw from his Deferred Salary Contributions Account (excluding net earnings thereon), his Roth Contributions Account (excluding net earnings thereon), his Rollover Contributions Account, his Matching Employer Contributions Account, and prior to October 1, 2000 his Additional Employer Contributions Account, an amount not in excess of the amount necessary to meet a Hardship of the Participant (as determined by the Administrative Committee). Age and Service Employer Contributions may not be withdrawn by a Participant until the Participant's employment with the Controlled Group has terminated. For purposes of this Subsection, a distribution shall be considered "necessary to meet a Hardship of the Participant" if the distribution is made following a determination by the Administrative Committee, based on a consideration of all relevant facts and circumstances, that (a) the amount of the distribution is not in excess of the amount required to relieve the Hardship (including any amounts necessary to pay federal, state or local income taxes or penalties reasonably anticipated to result from the withdrawal) and (b) the Hardship cannot be satisfied from other resources reasonably available to the Participant. For purposes of this Subsection, a Participant's resources shall include those assets of his Spouse and minor children that are reasonably available to the Participant. In making the determinations described in this Subsection, the Administrative Committee may rely (provided such reliance is reasonable) on the Participant's written certification that the Hardship cannot be relieved --

- (a) Through reimbursement or compensation by insurance or otherwise;
- (b) By reasonable liquidation of the Employee's assets, to the extent such liquidation would not itself cause an immediate and heavy financial need;

(c) By cessation of Deferred Salary Contributions and/or Roth Contributions; or

(d) By other currently available distributions (including distributions of ESOP dividends under section 404(k) of the Code) and nontaxable (at the time of the loan) loans available under the Plan or any other plan maintained by the Controlled Group or by any other employer (including, without limitation, any qualified and non-qualified deferred compensation plan and any cash or deferred arrangement that is part of a cafeteria plan under section 125 of the Code (other than mandatory employee contributions under a welfare or pension plan)), or by borrowing from commercial sources on reasonable commercial terms.

The Administrative Committee shall prescribe such additional rules and procedures and require such information, certifications, documents or other proofs as may be necessary to administer the provisions of this Subsection in accordance with applicable regulations of the Secretary of the Treasury or any other administrative pronouncements of the Secretary of the Treasury or the Commissioner of Internal Revenue. Any such rules, procedures or requirements shall operate in an objective and nondiscriminatory manner. For purposes of this Section, in the case of Participants with a Transfer Account, deferred salary contributions to the plan from which the transfer originated shall be treated as Deferred Salary Contributions hereunder.

6.8 Order of Distributions. In accordance with rules and procedures established by the Committee, any distributions (including withdrawals) to a Participant (or his Beneficiary) of his interest in the Trust Fund shall be made by liquidation of his interests in the Investment Funds in the order requested by the Participant or his Beneficiary. Any distributions (including withdrawals) to the Participant (or his Beneficiary) of his interest in the Trust Fund will be distributed from his Accounts in the order established by the Committee.

6.9 Transfers of Eligible Rollover Distributions.

(1) If a Participant, Spouse or effective January 1, 2007 a Beneficiary who is a designated beneficiary within the meaning of section 401(a)(9)(E) of the Code (each of which are hereinafter referred to as the "distributee") is eligible to receive a distribution from the Plan that constitutes an "eligible rollover distribution" (as defined in Subsection (3) of this Section) and the distributee elects to have all or a portion of such distribution paid directly to an "eligible retirement plan" (as defined in Subsection (3) of this Section) and specifies the eligible retirement plan to which the distribution is to be paid, such distribution (or portion thereof) shall be made in the form of a direct rollover to the eligible retirement plan so specified. A distributee may not elect a direct rollover of a portion of an eligible rollover distribution unless the amount to be rolled over is at least \$500. A direct rollover is a payment made by the Plan to the eligible retirement plan so specified for the benefit of the distributee. Notwithstanding the preceding provisions of this Section, a direct rollover of an eligible rollover distribution shall not be made if a distributee's eligible rollover distributions for a Plan Year are reasonably expected to total less than \$200. Unless otherwise specifically provided herein, for purposes of this Section, the term "Spouse" shall include a former spouse who is an alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code.

(2) The Company shall prescribe reasonable procedures for elections to be made pursuant to this Section. Not earlier than 180 days (effective January 1, 2008) or later than 30 days before the payment of an eligible rollover distribution (or such other time as is prescribed by Treasury regulations or rulings), the Company shall provide a written notice to the

distributee describing his or her rights under this Section and such other information required to be provided under section 402(f) of the Code. If an eligible rollover distribution in excess of \$1,000 but not in excess of \$5,000 is payable to a Participant without his consent pursuant to Section 6.1(2)(a) prior to the Participant's attainment of age 65 and the Participant does not make an election under Subsection (1) with respect to the distribution or does not elect to receive the distribution directly, the Company shall (in accordance with applicable regulations prescribed pursuant to section 401(a)(31)(B) of the Code) cause such distribution to be paid in a direct rollover to an individual retirement account or annuity designated by the Company.

- (3) For purposes of this Section, an "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the distributee from the Plan, except (a) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more, (b) any distribution to the extent the distribution is required under section 401(a)(9) of the Code, (c) the portion of any distribution that is not includible in gross income (other than a distribution from a designated Roth account, as defined in section 402A of the Code), (d) any distribution which is made upon the hardship of the distributee, and (e) such other amounts specified in Treasury regulations, rulings, notices or announcements issued under section 402(c) of the Code. For purposes of this Section, a portion of a distribution shall not fail to be an "eligible rollover distribution" merely because the portion consists of after-tax contributions which are not includible in gross income, including any amounts distributed from a designated Roth account (as defined in section 402A of the Code). However, such portion may be transferred only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified trust (within the meaning of section 402(c) of the Code) or an annuity contract described in section 403(b) of the Code that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible. For purposes of this Section, the term "eligible retirement plan" means an individual retirement account or annuity described in section 408 of the Code, a defined contribution plan that meets the requirements of section 401(a) of the Code and accepts rollovers, an annuity plan described in section 403(a) of the Code, an annuity contract described in section 403(b) of the Code, an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, effective January 1, 2008, a Roth IRA described in section 408A(b) of the Code, or any other type of plan that is included within the definition of "eligible retirement plan" under section 401(a)(31)(E) of the Code. The preceding definition of "eligible retirement plan" shall apply in the case of a distribution to a Spouse after a Participant's death, or to a Spouse or former Spouse who is an alternate payee. However, in the case of a distributee other than the Participant, Spouse or former Spouse who is an alternate payee, the term "eligible retirement plan" shall mean only an individual retirement account or annuity described in section 408 of the Code.
- (4) Notwithstanding the foregoing Subsections of this Section, a direct rollover of a distribution from a Roth Contributions Account will only be made to another designated Roth account (as defined in section 402A of the Code) under an applicable retirement plan described in section 402A(e)(1) of the Code or to a Roth IRA described in section 408A of the Code, and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.

(5) The provisions of Subsection (1) of this Section that allow a Member to elect a direct rollover of only a portion of an eligible rollover distribution shall be applied by treating any amount distributed from the Member's Roth Contributions Account as a separate distribution from any amount distributed from the rest of the Member's Account, even if the amounts are distributed at the same time.

6.10 Distributions to Certain Individuals Performing Military Service. For purposes of eligibility to receive a distribution under this Article VI, a Participant shall be treated as having terminated employment with the Controlled Group during any period that the Participant is performing service in the uniformed services described in section 3401(h)(2)(A) of the Code. A Participant who receives a distribution from the Plan by reason of this Section shall have his Deferred Salary Contributions and Roth Contributions suspended for a period of 6 months beginning on the date of distribution.

ARTICLE VII

ADMINISTRATION OF THE PLAN AND TRUST

- 7.1 Responsibility for Administration. As Administrator, the Company shall be responsible for the administration of the Plan, including but not limited to the preparation and delivery to Participants, Beneficiaries and governmental agencies of all information, descriptions and reports required by applicable law. Each other Fiduciary shall have such powers, duties and authorities as shall be specified in the Plan or Trust Agreement or as shall be delegated to it pursuant to Section 9.2.
- 7.2 Administrative Committee. The Administrative Committee shall consist of three or more Committeemen (who may be, but are not required to be, Participants, Employees or directors of an Employer). The Committeemen and their successors shall be appointed by the Board to serve for such terms as the Board may fix. Any Committeeman may be removed at any time by the Board, which may also increase, or decrease to not less than three, the number of Committeemen. Any Committeeman may resign by delivering his written resignation to the Board. Upon the existence of any vacancy in the membership of the Administrative Committee, the Board shall, in accordance with the provisions of this Section, appoint a successor, unless the number of Committeemen is decreased as provided above.
- 7.3 Certificate of Membership. The Company shall certify the number and names of the Committeemen to the Trustee which may rely upon such certification until it receives written notice from the Company as to a change in the membership of the Administrative Committee.
- 7.4 Authority. The Administrative Committee may interpret where necessary the provisions of the Plan. The Administrative Committee shall determine the rights and status of Participants and other persons under the Plan, decide disputes arising under the Plan and make any determinations and findings with respect to the benefits payable thereunder and the persons entitled thereto as may be required for the purposes of the Plan, including, but not limited to, the amount of an Employee's compensation and Eligible Earnings during any year and the eligibility for membership of an Employee. In addition, the Administrative Committee shall remedy possible ambiguities, inequities or inconsistencies in the Plan and shall correct deficiencies and supply omissions therein. Subject to the provisions of Section 7.7 and Article VIII, such determinations and findings shall be final and conclusive, to the extent permitted by law, as to all persons for all purposes of the Plan. The Administrative Committee shall instruct the Trustee as to the benefits to be paid hereunder and shall furnish the Trustee with any further information reasonably required by it for the purpose of the distribution of such benefits.

7.5 Formalities of Committee Action.

- (1) The Board shall appoint a chairman and a secretary for the Administrative Committee. The Committee may elect other officers who need not be Committeemen. The Administrative Committee shall hold its meeting at such times and places as it may determine, and it may adopt, and amend from time to time, such rules for its government and the conduct of its business as it deems advisable. Except as may otherwise be provided by such rules adopted by the Administrative Committee, a majority of its members shall constitute a quorum and all decisions and determinations of such Committee shall be made by a majority of its members. Any decision or determination reduced to writing and signed by a majority of the Committeemen shall be as fully effective as if it had been made by a majority vote at a meeting duly called and held. The Administrative Committee may from time to time delegate to one or more of its members or officers, to a subcommittee or subcommittees or to an agent or agents of such Committee, such of the Committee's functions and duties as such Committee deems advisable.
- (2) The Administrative Committee may adopt, and amend from time to time, rules for the administration of the Plan. Such rules, insofar as they apply to the rights of Participants, shall be uniform in their application to all Participants who are similarly situated and shall not be inconsistent with the terms of the Plan or Trust Agreement.

7.6 Expenses and Duties. The Committeemen shall serve without compensation for such services unless the Company shall provide for compensation for such services, provided, however, that Committeemen shall be reimbursed by the Company for all expenses incurred in connection with their performance of Committee duties. The Administrative Committee shall have such functions and duties and only such functions and duties as are specifically conferred upon it by the Plan or the Trust Agreement or as may be delegated to it pursuant to Section 9.2. Members of such Committee shall not be disqualified from acting because of any interest, benefit or advantage, inasmuch as Committeemen may be Participants, Employees or directors of an Employer, but no Committeeman shall vote or act in connection with the Administrative Committee's action relating solely to himself. Except as may be required by law, no bond or other security need be required of any Committeeman in such capacity in any jurisdiction.

7.7 Revocability of Committee Action. Any action taken by the Administrative Committee with respect to the rights or benefits under the Plan of any Participant or Beneficiary shall be revocable by such Committee as to payments, distributions or deliveries not theretofore made hereunder pursuant to such action. Appropriate adjustments may be made in future payments or distributions to a Participant or Beneficiary to offset any excess payment or underpayment theretofore made hereunder to such Participant or Beneficiary.

7.8 Employment of Assistance. The Administrative Committee may employ such clerical, legal, accounting, investment or other assistance as it deems necessary or advisable for the proper administration of the Plan and the Trust Fund. Any expenses incurred as a result of such employment shall be paid from the Trust Fund, unless paid by the Employer.

7.9 Uniform Administration of Plan. All action taken by the Administrative Committee under the Plan shall treat all persons similarly situated in a uniform and consistent manner.

7.10 The Trust Fund. The Trust Fund shall be held by the Trustee for the exclusive benefit of the Participants and their Beneficiaries, and the Trust Fund shall be invested by the Trustee upon such terms and in such property as is provided in the Plan and in the Trust Agreement. The Trustee will,

from time to time, make payments, distributions and deliveries from the Trust Fund as provided in the Plan. The Trustee in its relation to the Plan shall be entitled to all of the rights, privileges, immunities and benefits conferred upon it and shall be subject to all of the duties imposed upon it under the Trust Agreement. The Trust Agreement is hereby incorporated in the Plan by reference, and each Employer, by adopting the Plan, authorizes the Company to execute the Trust Agreement (including any amendment or supplement thereof) in its behalf with respect to the Plan.

- 7.11 No Guarantee Against Loss; Exercise of Investment Discretion. Each Participant shall assume all risk in connection with any decrease in the market value of any investment in the respective Investment Funds in which he participates, and such Funds shall be the sole source of all payments to be made under the Plan from his Accounts.
- 7.12 Payment of Benefits. All payments of benefits provided for by the Plan (less any deductions provided for by the Plan) shall be made solely out of the Trust Fund in accordance with instructions given to the Trustee by the Administrative Committee pursuant to the terms of the Plan, and no Employer shall otherwise be liable for any benefits payable under the Plan.

ARTICLE VIII

CLAIMS PROCEDURES

- 8.1 Method of Filing Claim. Any Participant or Beneficiary who thinks that he is entitled to receive a benefit under the Plan shall file an application with the Administrative Committee in accordance with Section 6.1.
- 8.2 Notification by Committee. Unless such claim is allowed in total by the Administrative Committee, it shall, within 90 days after such claim was filed (plus an additional period of 90 days if required for processing, provided that notice of the extension of time is given to the claimant within the first 90 day period), cause written notice to be mailed to the claimant of the total or partial denial of such claim. Such notice shall be written in a manner calculated to be understood by the claimant and shall include (1) the specific reasons for the denial of the claim, (2) specific reference to the provisions of the Plan and/or Trust Agreement upon which the denial of the claim was based, (3) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary, and (4) an explanation of the review procedure specified in Section 8.3. If a claimant does not receive any such notice from the Committee within 90 days after the date of filing the claim, his claim shall be deemed to have been denied.
- 8.3 Review Procedure. Within six months after the denial of his or her claim, the claimant can appeal such denial as a grievance under the grievance provisions of the CBA, omitting, however, all steps preceding presentation of the grievance to the Labor Relations Department of the Employer. If any such grievance shall be taken to arbitration in accordance with such procedure, the arbitrator, insofar as it shall be necessary to the determination of such grievance, shall have authority only to interpret and apply the provisions of this Part III - Savings Plan and the provisions of the CBA. He shall have no authority to alter, add to or subtract from any provision of this Part III - Savings Plan and his decision on any grievance properly referred to him shall be binding upon the Employer, the Administrative Committee, the Union, and the claimant concerned therein. In the event the CBA is terminated during the term of this Pension and Insurance Agreement, the grievance provisions of the CBA shall be considered to be in effect for the processing of grievances under this Section 8.3.

ARTICLE IX

FIDUCIARY RESPONSIBILITY

9.1 Immunities. Except as otherwise provided by applicable law, (1) no Fiduciary shall be liable for any action taken or not taken in good faith with respect to the Plan except for his own willful misconduct; (2) no Fiduciary shall be personally liable upon any contract, agreement or other instrument made or executed by him or in his behalf in the administration of the Plan; (3) no Fiduciary shall be liable for the neglect, omission or wrongdoing of another Fiduciary nor shall any Fiduciary be required to make inquiry into the propriety of any action by another Fiduciary; (4) each Employer, its directors, officers, and employees, the Administrative Committee and its members, and the Investment Committee and its members, and any other person to whom the Company delegates (or the Plan or Trust Agreement assigns) any duty with respect to the Plan, may rely and shall be fully protected in acting upon the advice of counsel, who may be counsel for an Employer, upon the records of an Employer, upon the opinion, valuation, report, or determination of the auditor of the Company, or upon any certificate, statement or other representation made by an Employee, a Participant, a Beneficiary or the Trustee concerning any fact required to be determined under any of the provisions of the Plan; (5) if any responsibility of a Fiduciary is allocated to any other person, then such Fiduciary shall not be responsible for any act or omission of such person in carrying out such responsibility and (6) no Fiduciary shall have the duty to discharge any duty, function or responsibility which is assigned by the terms of the Plan or Trust Agreement or delegated pursuant to the provisions of Section 9.2 to another person.

9.2 Allocation and Delegation of Fiduciary Responsibilities.

- (1) The Fiduciaries shall have only such powers, duties, responsibilities and authorities as are specified in the Plan or Trust Agreement or as shall be delegated to them pursuant to this Section. The Administrative Committee shall have the responsibility and authority to carry out the duties assigned or allocated to it hereunder or under the Trust Agreement, and to interpret and administer the Plan, subject to the provisions hereof. The Trustee shall have the responsibility and authority for the administration of the Trust Fund subject to the provisions of the Trust Agreement. The Company shall be the Plan Administrator, shall have the responsibility (along with the other Employers) for making contributions under the Plan, and shall have the authority to amend or terminate the Plan in whole or in part.

The Investment Committee shall be appointed by the Board and shall have the responsibility and authority:

- (a) to monitor the performance of the Trustee;
 - (b) to appoint and remove Investment Advisors with respect to the Plan, and any Trustee or any successor Trustee under the Trust Agreement; and
 - (c) to direct the segregation of all or a portion of the assets of any Investment Fund of the Trust into an Investment Advisor Account or Accounts at any time and from time to time and to add or withdraw assets from such Investment Advisor Account or Accounts as it deems desirable or appropriate.
- (2) The Company, the Investment Committee and the Administrative Committee may each designate any person (in addition to those specifically designated in the Plan) as a

Fiduciary or Named Fiduciary and may delegate to any such person any one or more powers, functions, duties and/or responsibilities with respect to the Plan, provided that no such power, function, duty or responsibility which is assigned to a Fiduciary (other than the delegator) pursuant to some other Section of the Plan or Trust Agreement shall be so delegated without the written consent of such Fiduciary.

- (3) Any delegation pursuant to Subsection (2) of this Section, (a) shall be signed by the delegator, be delivered to and accepted in writing by the delegatee and be delivered to the Administrative Committee, (b) shall contain such provisions and conditions relating to such delegation as the delegator deems appropriate, (c) shall specifically designate the powers, functions, duties and responsibilities therein delegated, (d) may be amended from time to time by written agreement signed by the delegator and the delegatee and delivered to the Administrative Committee and (e) may be revoked (in whole or in part) at any time by written notice from the delegator delivered to the delegatee and the Administrative Committee or from the delegatee delivered to the delegator and the Administrative Committee.

ARTICLE X

MISCELLANEOUS

- 10.1 **Prohibition of Assignment of Interest.** Except as provided in a qualified domestic relations order as defined in Code section 414(p), and to the extent permitted by law and except as otherwise provided in the Plan, no interest, right or claim of any kind of a Participant or Beneficiary hereunder shall be assignable or transferable by the Participant or Beneficiary, nor shall any such right or interest be subject to sale, mortgage, pledge, hypothecation, commutation, alienation, anticipation, encumbrance, garnishment, attachment, execution or levy of any kind, voluntary or involuntary.
- 10.2 **Facility of Payment.** In the event the Administrative Committee finds that any Participant or Beneficiary to whom a benefit is payable under the Plan is (at the time such benefit is payable) unable to care for his affairs because of physical, mental or legal incompetence, the Administrative Committee, in its sole discretion, may cause any payment due to him hereunder, for which prior claim has not been made by a duly qualified guardian or other legal representative, to be paid to the person or institution deemed by the Administrative Committee to be maintaining or responsible for the maintenance of such Participant or Beneficiary; and any such payment shall be deemed a payment for the account of such Participant or Beneficiary and shall constitute a complete discharge of any liability therefor under the Plan.
- 10.3 **No Enlargement of Employment Rights.** A Participant by accepting benefits under the Plan does not thereby agree to continue for any period in the employ of his Employer, and the Employers by adopting the Plan, making contributions or taking any action with respect to the Plan do not obligate themselves to continue the employment of any Participant for any period.
- 10.4 **Merger or Transfer of Assets.** Notwithstanding any other provision of the Plan, in the case of any merger or consolidation with, or the transfer of assets or liabilities to, any other plan, in no event shall any Participant (if the other plan then terminated) receive a benefit immediately after the merger, consolidation or transfer which is less than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer (if the Plan had then terminated).

- 10.5 Severability Provision. If any provision of the Plan or the application thereof to any circumstance or person is invalid, the remainder of the Plan and the application of such provision to other circumstances or persons shall not be affected thereby.
- 10.6 Military Service. Notwithstanding any provisions of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Code. "Qualified military service" means any service in the uniformed services (as defined in chapter 43 of title 38 of the United States Code) by any individual if such individual is entitled to reemployment rights under such chapter with respect to such service.
- 10.7 Electronic Media. Notwithstanding any provision of the Plan to the contrary, including any provision which requires the use of a written instrument, to the extent permitted by applicable law, the Committee may establish procedures for the use of electronic media in communications and transactions between the Plan or the Committee and Participants and Beneficiaries. Electronic media may include, but are not limited to, e-mail, the Internet, intranet systems and telephone response systems.
- 10.8 Limitations on Investments and Transactions/Conversions. Notwithstanding any provision of the Plan to the contrary:
- (1) The Administrative Committee, in its sole and absolute discretion, may temporarily suspend, in whole or in part, certain Plan transactions, including, without limitation, the right to change or suspend contributions, and/or the right to receive a distribution, loan or withdrawal from an Account in the event of any conversion, change in recordkeeper and/or Plan merger or spinoff.
 - (2) The Administrative Committee, in its sole and absolute discretion, may suspend, in whole or in part, temporarily or permanently, Plan transactions dealing with investments, including without limitation, the right of a Participant to change investment elections or reallocate Account balances in the event of any conversion, change in recordkeeper, change in investment funds and/or Plan merger or spinoff.
 - (3) In the event of a change in investment funds and/or a Plan merger or spinoff, the Administrative Committee, in its sole and absolute discretion, may decide to map investments from a Participant's prior investment fund elections to the then available investment funds under the Plan. In the event that investments are mapped in this manner, the Participant shall be permitted to reallocate funds among the investment funds (in accordance with the terms of the Plan and any relevant rules and procedures adopted for this purpose) after the suspension period described in Subsection (2) of this Section (if any) is lifted.
 - (4) Notwithstanding any provision of the Plan to the contrary, the investment funds shall be subject to, and governed by, all applicable legal rules and restrictions and the rules specified by the investment fund providers in the fund prospectus(es) or other governing documents thereof (to the extent such rules and procedures are imposed and enforced by the investment fund provider against the Plan or a particular Participant). Such rules, procedures and restrictions may limit the ability of a Participant to make transfers into or out of a particular investment fund and/or may result in additional transaction fees or other costs relating to such transfers. In furtherance of, but without limiting the foregoing, Trustee, recordkeeper, Administrative Committee, Investment Committee or investment fund provider (or their delegate, as applicable) may decline to implement any investment election or instruction where it deems appropriate.

ARTICLE XI

OTHER EMPLOYERS

- 11.1 Adoption by Other Employers. Any corporation other than the Company may, with the consent of the Company, adopt the Plan and thereby become an Employer hereunder by executing an instrument evidencing such adoption on the order of its Board of Directors and filing a copy thereof with the Company. Such adoption may be subject to such terms and conditions as the Company requires or approves.
- 11.2 Contribution of Employers. The contribution of the Employers under the Plan may be paid by the Company on behalf of itself and other Employers. Each Employer shall pay for that portion of the contribution of the Employers under the Plan for each year that is allocated to Employees or former Employees of such Employer, but if such costs as so allocated would (in the opinion of the Company) not be fully and currently deductible for any Plan Year, the allocation among the Employers of the costs of the Plan, including the contribution of the Employers, may be made in such manner as is agreed to by the Employers and as will permit to the extent possible the deduction (for purposes of federal taxes on income) by each such Employer of its payments toward such costs.
- 11.3 Withdrawal of Employer. Any Employer (other than the Company) which adopts the Plan may elect separately to withdraw from the Plan, and such withdrawal shall constitute a termination of the Plan as to it. Amendments to the Plan, however, may be made only by the Company. Any such withdrawal shall be expressed in an instrument executed by the withdrawing Employer on the order of its Board of Directors and filed with the Company and the Trustee. In the event of such a withdrawal of an Employer or in the event the Plan is terminated as to an Employer or a group of Employees (but not all the Employers) pursuant to Subsection 12.1 (i) such Employer shall cease to be an Employer, (ii) the interests of Participants who do not remain Employees shall be distributed at that time as if each such Participant had retired pursuant to Section 6.3 at the time of such withdrawal or termination, and (iii) the interest of Participants who remain Employees shall be determined in accordance with the terms of the Plan.

ARTICLE XII

AMENDMENT OR TERMINATION

- 12.1 Right to Amend or Terminate. The Company has reserved, and does hereby reserve, the right, at any time after the expiration of the Pension and Insurance Agreement pursuant to Paragraph 3 of Part IV of the Pension and Insurance Agreement, without the consent of any other Employer or of the Participants, Beneficiaries or any other person, (1) to terminate the Plan, in whole or in part or as to any or all of the Employers or as to any designated group of Employees, Participants and their Beneficiaries, or (2) to amend the Plan, in whole or in part. No such termination or amendment shall decrease the amount to be contributed by the Employers on account of any Plan Year preceding the Plan Year in which such termination or amendment is approved by the Company.
- 12.2 Procedure for Termination or Amendment. Any termination or amendment of the Plan pursuant to Section 12.1 shall be expressed in an instrument executed by the Company and shall become effective as of the date designated in such instrument or, if no date is so designated, on its execution.

- 12.3 Distribution Upon Termination. In the event of termination of the Plan in whole or in part, or upon the complete discontinuance of Employer Contributions, subject to the last sentence of Section 12.1, Accounts of affected Members in the Trust Fund shall be settled and distributed under the provisions of Article VI, or, at the direction of the Company, as if each Member of the Plan had then terminated employment with the Controlled Group, provided, however, that Deferred Salary Contributions and Roth Contributions may only be distributed upon termination of the Plan if the Company (and any related employer, as defined in Treas. Reg. Section 1.401(k)-6) does not establish or maintain another defined contribution plan (other than an employee stock ownership plan as defined in section 4975(e)(7) or 409(a) of the Code, a simplified employee pension plan under section 408(k) of the Code, a SIMPLE IRA under section 408(p) of the Code, or a plan or program described in section 403(b), 457(b), or 457(f) of the Code).
- 12.4 Provision Pursuant to section 411(d)(3) of the Code. Notwithstanding any other provision of the Plan, upon the termination or partial termination of the Plan or upon complete discontinuance of contributions under the Plan, the rights of all Employees to benefits accrued to the date of such termination or partial termination or discontinuance, to the extent then funded, or the amounts credited to the Employees' Accounts shall be nonforfeitable.

Schedule I
Bridgestone Americas, Inc. Employee Savings Plan For Bargaining Unit Employees

The Additional Employer Contribution for each eligible Employee for each year (or portion thereof) during the period from January 1, 1995 (January 1, 1997 for LaVergne) through the last pay period of the month of September 2000, shall be the amount determined from the chart set forth below multiplied by the number of hours worked by such eligible Employee during the year (or portion thereof):

Age on January 1, 1995*	Akron, Des Moines, & Russellville Years of Service on January 1, 1995							
	1-4*	5-9	10-14	15-19	20-24	25-29	30-34	Over 34
Under 25	\$0.05	\$0.06						
25-29	0.07	0.08	\$0.09					
30-34	0.09	0.10	0.12	\$0.13				
35-39	0.12	0.13	0.15	0.17	\$0.19			
40-44	0.15	0.18	0.21	0.24	0.27	\$0.30		
45-49	0.19	0.25	0.29	0.34	0.39	0.44	\$0.49	
50-54	0.25	0.34	0.42	0.50	0.59	0.67	0.75	\$0.81
55-59	0.34	0.50	0.67	0.84	1.01	1.18	1.35	1.45
60-64	0.55	1.10	1.64	2.19	2.44	2.44	2.44	2.44
Over 64	0.71	2.44	2.44	2.44	2.44	2.44	2.44	2.44

Age on January 1, 1997*	LaVergne Years of Service on January 1, 1997							
	1-4*	5-9	10-14	15-19	20-24	25-29	30-34	Over 34
Under 25	\$0.05	\$0.05						
25-29	0.06	0.07	\$0.08					
30-34	0.08	0.10	0.11	\$0.12				
35-39	0.11	0.13	0.14	0.16	\$0.18			
40-44	0.14	0.17	0.20	0.23	0.25	\$0.28		
45-49	0.18	0.23	0.27	0.32	0.36	0.40	\$0.45	
50-54	0.24	0.31	0.39	0.47	0.54	0.63	0.70	\$0.75
55-59	0.31	0.47	0.63	0.78	0.94	1.10	1.25	1.35
60-64	0.51	1.02	1.52	2.03	2.54	3.05	3.56	3.87
Over 64	0.71	2.49	4.26	4.81	4.81	4.81	4.81	4.81

* For Employees hired after January 1, 1995 (January 1, 1997 for LaVergne), age is determined as of date of

hire, and the "1-4" service column is utilized.

PART IV

Duration, Termination and General Provisions

1. Notwithstanding any other provision of this Pension and Insurance Agreement, the Employer, with the approval of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union and the requisite Local Unions thereof, may make such revisions in the Pension and Insurance Agreement not inconsistent with the purpose, structure and basic provisions thereof as shall be necessary to comply with any applicable provisions of the Internal Revenue laws, the Employee Retirement Income Security Act of 1974 or any other federal or state statute affecting this Pension and Insurance Agreement. Any such revision shall adhere as closely as possible to the language and intent of the Pension and Insurance Agreement.

Where, in this Pension and Insurance Agreement, the male gender or some other comparable identity appears, it is agreed that the term applies to male and female Employees alike wherever applicable.

2. This Pension and Insurance Agreement shall become effective on the Effective Date.
3. This Pension and Insurance Agreement shall continue in effect through the date of the termination of the CBA. Notwithstanding the termination of the Pension and Insurance Agreement pursuant to the preceding sentence, the benefits described therein shall be provided for ninety (90) days following termination.
4. A partial plant closure shall be deemed to be: (a) complete and permanent discontinuance of a specific product resulting in the permanent layoff of ten percent (10%) or more Employees of the total work force in a local bargaining unit with no reasonable likelihood of these Employees being recalled within one year or, (b) a permanent layoff of thirty percent (30%) or more employees of the total work force in a manufacturing plant with no reasonable likelihood of these employees being recalled within one year. The terms and conditions of this Pension and Insurance Agreement shall be applicable to a partial plant closure in the same manner as a complete and permanent plant closure.

The interpretation of this definition and the procedures for application will be discussed by the Employer and the Union.

5. In the event that right, title or possession to any or all of the plants covered by this Pension and Insurance Agreement shall pass to any subsequent owner by merger, acquisition, sale, or any other method of disposition or acquisition, the benefits provided in this Pension and Insurance Agreement shall be binding upon the Employer and its successors and assigns.
6. For purposes of this Pension and Insurance Agreement, the term "spouse" shall refer to a person who is the legal "spouse" of another person, as such term "spouse" is defined for purposes of the Employee Retirement Income Security Act of 1974, as amended
7. In the event of an erroneous payment by a plan subject to this Pension and Insurance Agreement or payment amount by such a plan in excess of the plan's obligation, such plan may reduce future benefits by the amount of the error or may recover the excess directly from the person to or for whom the payments was made. This right of recovery does not limit such plan's right to recover an erroneous payment or an overpayment in any other manner.

Letter #1

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center – 7th Floor
Pittsburgh, Pennsylvania 15222

Dear Mr. Boulton:

This will confirm our commitment made during the recent negotiations of the Pension and Insurance Agreement with respect to Employees who are terminated as a result of Plant Closure (including a partial plant closure as defined) with a Deferred Vested Pension.

Employees who are terminated on or after October 2, 2009, as a result of a Plant Closure (including a partial plant closure as defined) and are eligible for a Deferred Vested Pension may elect one of the optional forms of payment pursuant to Paragraph 7 of Article V, Part I - Pensions and subject to the terms of such Paragraph 7. The effective date of any elected optional form of payment shall be the date pension payments commence.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

(Original letter dated July 14, 1979 from John H. Zimmerman to Jake Miller. Revised December 13, 1996. Revised September 2, 2000.)

Letter #2

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

During the course of negotiations, the parties agreed that, subject to mutual agreement between the Employer and the Local Union, the Employer may make available to Employees an option to be covered by a Health Maintenance Organization (HMO) or other alternative health care plan.

Upon implementation of the Health Incentive Plan, if an Employee elects coverage under an HMO and the HMO subsequently changes from an open panel to a closed panel or from a closed panel to an open panel, the Employee will be given an opportunity to elect coverage under either another HMO made available by the Employer to Employees at that location or the Health Incentive Plan.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

(Original letter dated May 6, 1985 from W. K. Rusak to Julian D. Evans. Revised April 22, 1991. Revised December 13, 1996. Revised September 2, 2000.)

Letter #3

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

The BATO USW Coordinator and a representative of the Employer will review medical claims of Employees (and their eligible dependents) where payment of any such claim was reduced, or a penalty was assessed, as a result of non-compliance with applicable utilization controls under this Pension and Insurance Agreement.

If it is determined that there was reasonable cause as to why the utilization controls were not complied with, the claim will be paid as if there had been compliance with the utilization controls.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

(Original letter dated May 6, 1985 from W. R. Rusak to Julian D. Evans. Revised December 13, 1996. Revised September 2, 2000.)

Letter #4

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

This will confirm the commitment made during negotiations of the Pension and Insurance Agreement with respect to Employees who are eligible for a Disability Pension and have received an additional monthly benefit because of the denial of a disability benefit by Social Security and Employees who are eligible for a Special Early Pension and retire, and are receiving an additional Special Early Pension monthly benefit.

The Social Security law provides for the payment of attorney fees, not to exceed twenty-five percent (25%) of past-due benefits in the event it is necessary that an applicant retain counsel for representation on appeal of a denial of a request for reconsideration for Social Security Disability benefits.

When an Employee is subsequently determined to be disabled by Social Security, the award is often made retroactive to a date for which he received an additional monthly benefit. Under those circumstances the Employee is required to repay the additional monthly benefit paid after the date Social Security determined he was disabled. In the past, the Employee was not allowed to deduct the payment made to the attorney from the Social Security Award.

In order to encourage Employees to pursue their rights to a Social Security Award, the Employer agrees to reduce the amount the Employee owes as a result of the additional monthly benefit overpayment by the amount of actual attorney's fees paid, not to exceed the above mentioned statutory limitation, on any successful appeal; provided that the Employee voluntarily repays such overpayment made to him without legal action.

Additionally, in the case of a Disability Pensioner who while receiving Social Security disability benefits receives notice that his benefits will be terminated, such Pensioner will be provided assistance with attorney's fees incurred to contest the termination of benefits as follows:

1. In the event that his benefits are terminated, such Pensioner would have the same rights as are described above for those Pensioners who are initially denied eligibility for Social Security Benefits.
2. In the event that his benefits are continued during the processing of his appeal, the Employer will reimburse the Pensioner in an amount not to exceed three (3) times the monthly amount of the additional Pension payment for which the Pensioner would be eligible if denied Social Security disability status. The payment hereunder will be made only if the attorney represented the Pensioner on a contingency fee basis before the Social Security Administration and will be based only on fees authorized for such representation by the Social Security Administration.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC
(Original letter dated May 6, 1985 from W. K. Rusak to Julian D. Evans.)

Letter #5

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

Reference is made to the monthly amount of disability pension payable under Paragraph 3 of Article V of Part I of this Pension and Insurance Agreement.

In the administration of such Paragraph 3, it is hereby agreed that:

1. In the event an Employee who is approved for disability pension under Paragraph 3 of Article V has both salary and hourly continuous service, an additional monthly amount will be provided equal to the number of years of salaried continuous service (as of the date of disability retirement as approved under the Pension Agreement) multiplied by \$50.00. Such monthly amount will be payable until the earliest of the following events:
 - a. the date such Employee is no longer disabled; or
 - b. the date such Employee attains normal retirement age; or
 - c. the date such Employee receives a pension benefit under the Retirement Plan for Salaried Employees. Moreover, the benefits under the Paragraph will also be applicable to such years of salaried continuous service subject to the conditions of the Pension Agreement.

The purpose of this letter is to provide, in total, the same benefits, rights and privileges for eligible employees as though the benefits of this letter had been included in Part I of this Pension and Insurance Agreement. The Employer agrees to administer this letter so that no such benefit, right or privilege is abridged.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

(Original letter dated May 22, 1988 from Peter L. Schofield to Joseph M. Zagnoli. Revised December 13, 1996. Revised September 2, 2000.)

Letter #6

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

During the negotiations of the 2009 Pension and Insurance Agreement, the parties discussed reimbursement of employees' costs of adoption of a child under age 18 not related to the employee by blood or marriage.

It was agreed that an employee who, while accumulating continuous service during the term of this Agreement, wishes to adopt such a child through an adoption agency licensed by appropriate state or county government authorities, will, at the time of court finalization of the adoption, be reimbursed for the agency's investigative, counseling, and supervision costs, attributed to that adoption, not to exceed seven hundred fifty dollars (\$750.00).

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

(Original letter dated May 22, 1988 from Peter L. Schofield to Joseph M. Zagnoli. Revised September 2, 2000.)

Letter #7

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

Effective May 1, 1991, the Medical Necessity Benefits Program, the Major Medical Benefits Program, the Comprehensive Medical Expense Benefits Plan, the Health Incentive Plan and effective November 1, 2010 the Medical Plan for Certain USW and Other Collectively Bargained Retirees to be provided by the Employer (referred to herein as the "Plan") shall collectively provide benefits (as described below) for any year which are limited to an amount equal to \$6,000 times the number of retirees and surviving spouses of retirees and employees ("covered household").

In the event the amount of the Employer's cash outlay for any year for medical and prescription drug benefits, administration fees and Medicare Part B premium reimbursements exceeds \$6,000 per covered household, the excess shall be allocated to and paid on a pro rata basis by those retirees who retired on or after May 1, 1991, the surviving spouses of any such retiree who died on or after May 1, 1991 and the surviving spouses of employees who died on or after May 1, 1991. Notwithstanding the foregoing, no covered household shall be required to make any contribution toward the premium costs for Plan coverage until July 1, 2007. Notwithstanding Pittsburgh Plate Glass or any Board or court decision to the contrary, the parties agree that the subject of the \$6,000 maximum set forth herein shall be considered a mandatory subject of bargaining in any subsequent negotiations occurring on or after July 23, 2006.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

(Original letter dated April 22, 1991 from Jeffrey C. Claypool to A. L. Bess. Revised December 13, 1996. Revised September 2, 2000.)

Letter #8

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

During the course of negotiations, we discussed patients covered under the Health Incentive Plan (Part II, Article II of the Pension and Insurance Agreement) whose medical condition might warrant an organ transplant that can best be provided by a "Center of Excellence." The Participants in the Health Incentive Plan who require an organ transplant will be required to use a "Center of Excellence" which is contracted with the Contract Administrator in order to receive the in-network level of benefit payment.

When the patient is treated at a Center of Excellence, the local Health Incentive Plan network will coordinate this with the Employer's case manager. This treatment will be provided in accordance with Section V.B of the Health Incentive Plan. The case manager will coordinate admission requirements, specialty referrals, hospital billing, transport and lodging of the patient and one adult (or two adults if the patient is a minor under the age of 18).

The Employer shall provide annually to the Local Unions a list of the carriers' Centers of Excellence.

The provisions of this Letter shall also apply to the Health Incentive Plan provided under the Medical Plan for Certain USW and Other Collectively Bargained Retirees.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

(Original letter dated December 13, 1996 from Charles R. Ramsey to John W. Sellers. Revised September 2, 2000)

Letter #9

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

The Employer will make arrangements such that the Company's Dental Expense Benefit Plan (the "Plan") for salaried employees, certain hourly employees, and certain retirees will be available to Employees and their dependents pursuant to the terms of the Plan as in effect from time to time. Participation will be permitted only for those Employees who also participate in and make contributions to the Health Care Expense Account offered by the Employer under Part II, Article III to the extent of such employee's monthly contribution. Employees' monthly contribution rates shall equal 82 percent of the Plan cost. Employee contributions are as follows: \$20.46 for individual coverage and \$52.42 for family coverage through December 2013 and will be adjusted in 2014, 2015, 2016, and 2017 to represent 82 percent of the plan cost. Retirees who elect to participate in this Plan will be required to pay 100 percent of the Plan cost starting January 1, 2010. For 2013 the retiree contributions will be \$29.50 for individual coverage, \$59 for retiree plus 1, and \$88.50 for family coverage. Retiree contributions will be adjusted annually to represent 100% of the Plan cost. Retirees may not add dependents for coverage after retirement, and may not reinstate coverage following any lapse in coverage. Although the Company retains the right to amend the Plan, the Employer agrees that it will not terminate the Plan or change the Plan to result in a net reduction in the benefits provided by the Plan during the term of the 2013 Pension and Insurance Agreement.

New Hire Employees (as defined for purposes of Part II of this Pension and Insurance Agreement) will be eligible to participate in the Plan after completion of 90 days of credited service.

The Union may wish to establish a Dental Plan for Bargaining Unit Employees sponsored by the Company. The Company agrees to provide eligibility, demographic and claims information necessary for the Union to prepare such Request for Dental Proposal. Should the Union determine that it wishes to establish and include in the P&I Agreement a Company sponsored Dental Plan for Bargaining Unit Employees and Retirees only, the Company's contribution per participating employee will be no less than it is under the terms of the 2013 Labor Agreement. In no event will such program be established prior to January 1, 2014.

During layoff and leave of absence, Dental Expense Benefits will continue at the monthly Employee contribution rates applicable to active Employees for the period that coincides with medical expense benefits continuation under Part II, Article II, Section X. B. 1. and 2. Following expiration of continued coverage pursuant to the previous sentence, a Participant may opt for continued coverage under C.O.B.R.A.

An open enrollment for Dental Expense Benefits will be conducted in November of each year.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

(Original letter dated December 13, 1996 from Charles R. Ramsey to John W. Sellers. Revised September 2, 2000)

Letter #10

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

During the course of negotiations, the Employer and the Union agreed that the Company may permit other represented employee groups to participate in the Employee Savings Plan for Bargaining Unit Employees (the terms of which, as applicable to Master Unit Employees, are set forth in Part III of the Pension and Insurance Agreement) (the "Savings Plan"), and may merge the assets of other similar savings plans for represented employee groups with the assets of the Savings Plan. However, no such action may alter the wording of the Savings Plan as applied to Master Unit Employees, or affect the interest of any Master Unit Employee under the Savings Plan.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

(Original letter dated December 13, 1996 from Charles R. Ramsey to John W. Sellers)

Letter #11

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

During the course of negotiations, the Employer and the Union agreed as follows with respect to premiums for Supplemental Life Insurance under paragraph 4 of Part II, Article I of the Pension and Insurance Agreement. The premiums set forth in paragraph 4 of Part II, Article I are guaranteed by the insurer through December 31, 2013.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

(Original letter dated December 13, 1996 from Charles R. Ramsey to John W. Sellers. Revised September 2, 2000.)

Letter #12

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

During the course of 2009 Pension and Insurance negotiations, the parties agreed that the Table of Pension Actuarial Equivalent Factors referred to in Paragraph 16 of Article VII of Part I of the Pension & Insurance Agreement are the tables provided by the Employer to the Union during negotiations, two copies of which were initialed by representatives of each party, one of each such copies having been retained by each party.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

(Original letter dated December 13, 1996 from Charles R. Ramsey to John W. Sellers. Revised September 2, 2000.)

Letter #13

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

This is to confirm understandings reached between the Employer and the Union during the course of 2009 negotiations concerning the Health Incentive Plan, Part II, Article II of the 2009 Pension & Insurance Agreement (the "HIP").

The provider networks under the HIP currently are managed by United Healthcare and Blue Cross & Blue Shield of Tennessee. The Employer has no intention of directing the network administrators to reduce the number of providers in the networks for the purpose of forcing employees and their eligible dependents out of the networks for their medical care.

In connection with the foregoing, the Union has agreed that it will not impede efforts by the Employer to expand the networks during the term of the 2009 Pension & Insurance Agreement, by replacing United Healthcare as the network manager in one or more locations with a local Blue Cross/Blue Shield affiliate or otherwise. It is the intent of the Union to support these and other efforts to improve the quality of the health care program offered by the Employer to the employees and their eligible dependents.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

(Original letter dated December 13, 1996 from Charles R. Ramsey to John W. Sellers. Revised September 2, 2000.)

Letter #14

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

The Company and Union recognize that the administrative process associated with an application for Permanent Incapacity Retirement has become unduly cumbersome over the past several years.

In an effort to expedite the process the Union and Company agree to the following:

Permanent Incapacity Retirement Packets will be kept at each Facility location: The packets will be available on request and will include an application for Permanent Incapacity Pension, a Bridgestone Personal Physician's Certificate of Disability, a Company Certificate of Disability for an Hourly Disability Retirement and instructions to assist the applicant in completing the forms.

Date Stamp Procedure: Permanent Incapacity Retirement Packets will be date stamped when distributed and date stamped when submitted to the Company for processing. At each subsequent stage of the application process submitted documents will be date stamped.

Advance Application Permitted: An Employee may submit an application for a Permanent Incapacity Retirement prior to the sixth month of total disability absence. However the actual date of retirement will be the later of the first day following the end of the fifth month of disability or the date of application.

Identify Jobs: The Union and Company will identify jobs at each location that employees with Medical Restrictions may work. A complete description of each job so identified will be compiled. Such description will include, but will not necessarily be limited to, detailed components of the job, physical strength and agility necessary to perform all facets of the job and the physical and environmental conditions under which such job must be performed.

The Company will identify and attach to the employee's application for Permanent Incapacity Retirement the job(s) it alleges, if any, the applicant can perform. The Union may challenge such assertion. These attached descriptions will be included with the information provided to physicians involved in any subsequent Pension Appeal.

Disability Committee Decision: The initial decision of whether or not an Employee will be granted a Permanent Incapacity Retirement will be based on the above referenced completed Forms, which are included in the Retirement Packet. The Employee, the Company, the Personal Physician, or the Company Physician may submit additional medical documentation if they wish, but no additional information will be required.

The Company will add a sentence to the Personal Physician's Certificate of Disability stating the following.

Please include any additional medical records and/or documentation and/or comments that may support your medical determination.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter #15

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

This is to confirm understandings reached between the Employer and the Union during the course of 2013 negotiations concerning coverage of certain retirees under the Medical Plan for Certain USW and Other Collectively Bargained Retirees .

Employees who retired on or after November 1, 1994 (on or after January 1, 1997 for LaVergne) and surviving spouses of deceased retirees who have coverage under the Medical Plan for Certain USW and Other Collectively Bargained Retirees, will be covered under the Medical Plan for Certain USW and Other Collectively Bargained Retirees, on the same basis as Employees who retire, or surviving spouses who become covered under such Plan, on or after the implementation of this Pension and Insurance Agreement.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

(Original letter dated December 13, 1996 from Charles R. Ramsey to John Sellers. Revised September 2, 2000.)

Letter #16

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

This is to confirm understandings reached between the Employer and the Union during the course of 2013 negotiations concerning coverage of certain medical services under the Health Incentive Plan, Part II, Article II of this Pension and Insurance Agreement (the "HIP"). Capitalized terms used herein that are defined in the HIP are used herein as so defined.

If the Contract Administrator determines in any particular case that the services of a specialist Physician are Medically Necessary and that there is no Physician within the Network who can provide such services, the services may be provided by a specialist Physician who is not a Network Provider, and such services will be covered under the HIP as if they had been provided by a Network Provider.

In addition, all services of hospital-based Physicians at Network Hospitals shall be covered under the HIP as if they had been provided by a Network Provider.

If the Contract Administrator determines that at any plant location there are no Network Providers for any medical service or supply, any provider of such service or supply shall be treated as a Network Provider.

The provisions of this letter shall also apply to the Health Incentive Plan provided under the Medical Plan for Certain USW and Other Collectively Bargained Retirees.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

(Original letter dated December 13, 1996 from Charles R. Ramsey to John W. Sellers. Revised September 2, 2000.)

Letter #17

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

This is to confirm understandings reached between the Employer and the Union during the course of 2013 negotiations concerning the 2013 Pension and Insurance Agreement ("2013 P&I").

1. At the request of any employee who is applying or has applied for a disability pension pursuant to Part I of the 2013 P&I, the Employer will release to the Local Union of the plant at which the employee is employed documents in the possession of the Employer that will be used in determining whether the employee is eligible for disability pension.
2. In November or December of 2014, and 2015, the Employer will provide the Union with the following: (i) the zip code listing for each local plant that comprises the Network area for that plant for the following year; and (ii) a list of employees at each such plant who, based on the Employer records, reside outside the Network area.
3. The Employer will continue to use its best efforts, consistent with prior practice, to cause doctors not to balance bill Comprehensive Plan participants for amounts initially charged by such doctors in excess of a "reasonable and customary" level, or, if any such doctor insists on balance billing, to negotiate a reduced balance bill charge for the employee.
4. If a HIP participant is balance billed by a Network Provider, the participant may submit the bill to the Employer, which shall resolve the matter with the provider.
5. The Employer agrees to conduct an open enrollment for all insurance programs except Supplemental Life Insurance in November, 2013 providing a January 1, 2014 effective date.
6. The Employer will provide written notification to retirees, dependents and surviving spouses on an annual basis when they become eligible for the Special Medicare Benefit as described in the Medical Plan for Certain USW and Other Collectively Bargained Retirees.
7. The Employer acknowledges that the Union has the right to accompany and assist a bargaining unit Employee or retiree at proceedings before the Pension Board. The Employer agrees that in the event an Employee is denied disability pension, notification of such denial will be sent to the affected participant and such notification will include information concerning the participant's right to seek the assistance of his/her Local Union Pension & Insurance (P&I) Representative. A copy of such notice will be sent to the respective USW Local Union P&I Representative. Providing such Participant agrees the USW Local Union P&I Representative will promptly receive a copy of any Appeal request filed by the participant and a copy of the notice indicating the time, date and place of any Appeal proceedings to be held on behalf of such participant.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

(Original letter dated December 13, 1996 from Charles R. Ramsey to John W. Sellers. Revised September 2, 2000.)

Letter #18

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

The Employer and the Union agreed that, to the extent permitted by applicable law, no foster children, grandchildren or other children not listed as covered Dependents in Part II, Article II, Section I.A.10 of the Health Incentive Plan or in Section III.B. of the Medical Plan for Certain USW and Other Collectively Bargained Retirees will be covered Dependents under either of such plans. Adopted children must be legally adopted in order to be covered Dependents under either of such plans. However, those foster children, grandchildren or other children of Employees or retirees who were covered Dependents under either of such plans (or a predecessor plan) on or before December 20, 1996 will continue to be covered dependents.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter #19

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

The Employer agrees to forward the total of the Bargaining Unit Health Care Expense Account Forfeiture amount to a charity of the Union's choice. The Union selected for the period of this Labor Agreement the Make a Wish Foundation, located at: Make a Wish Foundation Gift Center, P.O. Box 29119, Phoenix, Arizona 85038.

A letter will accompany the contribution check indicating that this donation has been made by the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local Unions 7-L, 310-L, 884-L, and 1055-L.

A copy of the check letter will be forwarded to the respective Local Union P&I Representative for their records.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter #20

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

During the course of 2000 negotiations it was agreed to include USW Local Union #1055L, LaVergne, Tennessee, into the USW Master Contract. The complete Pension & Insurance Agreement for Local Union #1055L will be incorporated into the 2000 USW Master Contract Pension and Insurance Agreement. However, the following variances will apply to Local Union #1055L:

The effective date for Optional Contributory Life Insurance is June 18, 1992 (Part II, Article I, Section 5).

The effective date for the purposes of post-retirement medical benefits coverage is January 10, 1989 under Part II, Article II, Section III. C. The effective date for purposes of survivors medical benefits coverage is January 1, 1997 under Part II, Article II, Section III. D. 1 and 2. Notwithstanding the foregoing, effective November 1, 2010, post-retirement medical benefits coverage and survivors medical benefits coverage will be provided under the Medical Plan for Certain USW and Other Collectively Bargained Retirees but only to the extent provided under such Plan.

The effective date for the purposes of termination of medical benefits under Part II, Article II, Section X. D is January 1, 1997.

Regarding USW Master Contract P&I Letter of Understanding #7, the effective date for retirements applicable to this Letter is May 1, 1992.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter #21

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

This is to confirm understandings reached between the Employer and the Union during the course of 2009 negotiations concerning the 2009 Pension and Insurance Agreement.

In calculating the offset to pension benefits for employees' Additional Employer Contributions Account under the Savings Plan pursuant to Paragraphs 1, 2, and 3 or Article V of the Pension Agreement, the actual amount in an employee's Additional Employer Contributions Account as of the date his pension commences shall be deemed to be equal to the amount in such Account on the date one month prior to the date his pension commences plus interest on that amount for such one-month period at the rate of 7.75% per annum.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter #22

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

During the course of the negotiations on the 1996 Collective Bargaining Agreement, the parties agreed that there would be a \$.16 reduction in Cost-of-Living Adjustments (C.O.L.A.) to fund certain employer contributions to the Bridgestone Americas, Inc. Employee Savings Plan. Under the Collective Bargaining Agreement effective April 23, 2000, said contributions will cease. The parties have agreed, however, that the \$.16 reduction in C.O.L.A. shall remain and shall be used to increase the pension multiplier.

The parties have also agreed that C.O.L.A. shall be future reduced, as provided in the Wage Agreement, by an additional \$.26 which shall also be used to increase the pension multiplier to \$50.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter #23

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

During the course of the negotiations the parties agreed to add a retiree/working spouse provision to the medical plans. If a non-Medicare retiree or a spouse of an employee or retiree by reason of employment with an employer other than the Company, is eligible to participate in another group plan which is paid for in whole or in part by the employer but has not enrolled thereunder, the health care benefits payable under this Plan will be reduced as though enrollment in the other plan had occurred.

A non-Medicare retiree or working spouse, if applicable, must enroll in the other employer's plan if the other plan is offered on a partially contributory or non-contributory bases, except that a spouse who works part-time (less than 32 hours per week) and is required to pay for health coverage shall be excluded from the application of this provision.

This Plan will continue to provide primary coverage to the retiree or spouse and any dependent children until the earliest date the spouse is permitted to enroll in the other plan. Such earliest enrollment date must be certified in writing to the Plan Administrator.

If the other plan contains a pre-existing condition limitation clause, the Plan will continue to be primary for that medical condition until liability is accepted by the other plan.

Investigation for other coverage will occur upon receipt of a claim by the Plan Administrator. The retiree or employee will be required to complete and return the questionnaire to the Plan Administrator in order to receive benefits.

For those retirees or employees (i) who knowingly fail or refuse to provide the Plan Administrator with the required information or (ii) refuse to elect available coverage, claims will be paid on a secondary basis.

A retiree or spouse of an employee or retiree who is required to pay a monthly premium in excess of \$50 per month for such coverage to his/her employer's plan will not be required to enroll in such coverage.

The Company will provide the retiree or employee an annual reminder notice regarding the provisions.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter #24

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

In the course of 2013 Master contract negotiations the parties discussed at length the application to retirees of Letter No. 7 of the 2013 Pension and Insurance Agreement (the "2013 Agreement"). This will confirm the parties agreement on that issue. This letter only applies to retirees who retired on or after May 1, 1991, the surviving spouses of any such retiree who died on or after May 1, 1991, and the surviving spouses of employees who died on or after May 1, 1991, including retirements or deaths after the date of this letter which would be covered by Letter No. 7. For purposes of this letter, "retirees" includes surviving spouses. Letter No. 26 from the 2009 Pension & Insurance Agreement remains in force through December 31, 2013.

1. Beginning January 1, 2014 through December 31, 2014, retirees and surviving spouses will pay the following net premiums:

Medicare Eligible		
Single		\$ 58
Retiree & Spouse		\$116
Family		\$116
Split Family	(1 or more Medicare + 1 or more Non-Medicare)	\$244
Non-Medicare Eligible		
Single		\$186
Retiree & Spouse		\$372
Family (2 or more Non-Medicare)		\$372

The Comprehensive Medical Plan for Medicare eligible retirees and surviving spouses, as set forth under the Medical Plan for Certain USW and Other Collectively Bargained Retirees (the "Retiree Plan") will remain unchanged for 2014. The copayment changes made for 2014 to the HIP Plan applicable to active employees, as provided in Part II, Article II of the 2013 Agreement, will also apply to the HIP Plan provided for non-Medicare eligible retirees under the Retiree Plan.

2. Retirees who retired between May, 1991 and November 1, 1994 and who are covered by the 1997 retiree medical litigation settlement agreement in Federal District Court in Nashville, Tennessee, shall be given an option, as follows:

- a) effective January 1, 2014, they may elect coverage under the Retiree Plan for the calendar year 2014 and pay the premiums described above in Paragraph 1 ; or
- b) they may stay in their current plan and, beginning January 1, 2014, pay the following premiums (does not include the Part B reimbursement, if any) for the life of this letter:

Medicare Eligible - Single \$306

Medicare Eligible - Family	\$612
Split Family	\$1,000
Non-Medicare Eligible - Single	\$624
Non-Medicare Eligible - Family	\$1,389

Those retirees who elect option (a) may not thereafter return to their current plan.

This letter will temporarily modify Letter No. 7 of the 2013 Agreement. Except as modified herein, Letter No. 7 will continue in full force and effect. This letter will continue through December, 2014, at which time it will terminate.

The parties have agreed that this is an appropriate application of Letter No. 7.

To receive retiree medical coverage, the retiree must first authorize that payment of the applicable premiums be made through deductions from pension payments if such retiree is receiving pension payments. The net monthly payment amount the retiree will receive will balance out the monthly pension payment, the Medicare Part B credit (if any), and the retiree medical premium.

A retiree who is eligible for retiree medical coverage but who is not receiving any pension payments or whose monthly pension amount is less than the applicable premium must pay the monthly premium (or the portion thereof not covered by a pension amount, if applicable) for retiree medical coverage by check, money order or similar method acceptable to the Company. Such payments must be made by the retiree on a monthly basis, in advance, and are due on the first day of each month for coverage in that month. If any such payments are not received by the Company by the 15th day of the month for which the payment is due, retiree medical coverage for the retiree will terminate effective as of the first day of the month for which the deadline for premium payments was missed. However, the Company has agreed to promptly notify the retiree in writing of the termination of coverage and give the retiree 60 days from the date of the notice to reinstate coverage. A similar written notice will be provided 30 days after the first notice, again reminding the retiree that he has 30 days from the date of the notice to reinstate coverage. In order to reinstate coverage, the retiree must pay all premiums due as of the date of intended reinstatement.

Termination of retiree medical coverage pursuant to the preceding paragraph shall be permanent, unless reinstated as described above. Any retiree who so loses coverage (without reinstating as described above) will not be able to reinstate his or her retiree medical coverage under any other circumstances.

This letter constitutes part of the 2013 Agreement. In the event that any provision of this letter is inconsistent with any provision of the 2013 Agreement, the provisions of this letter shall control.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter #25

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

This letter is to confirm the agreement reached between the parties during the negotiations of the 2009 Pension and Insurance Agreement ("P&I") with respect to the manner in which employees will pay premiums for coverage under the Health Incentive Plan, Part II, Article II of the P&I (including the New Hire Medical Plan described in Appendix 3 to Part II, Article II) ("HIP") and the consequences of failing to pay such premiums.

As a condition to receiving coverage under the HIP, an employee must first elect to pay the applicable premiums with pre-tax payroll contributions under the Health Care Expense Account (Part II, Article III of the P&I) if such employee is receiving payments (such as wages or accident and sickness benefits) from his or her Employer. Such premiums will be deducted from the employee's paycheck on a weekly basis.

An employee who is eligible for coverage under the HIP but who is not receiving any payments from his or her Employer must pay the premiums for coverage under the HIP by check, money order or similar method acceptable to the Company. Such payments must be made by the employee on a monthly basis, in advance, and are due on the first day of each month for coverage in that month. The first payment of an employee who is paying by check, money order or other payment acceptable to the Company shall also include any premium amounts attributable to coverage under the HIP that has been received but has not been paid for as of the due date for the first check or money order. (This situation may arise if an employee starts an unpaid leave of absence in the middle of the month and, as a result, changes from paying premiums through payroll deduction to paying by check or money order.) If any such payments are not received by the Company by the 15th day of the month for which the payment is due, coverage under the HIP will terminate effective as of the first day of the month for which the deadline for premium payments was missed. However, the Company has agreed to promptly notify the employee in writing of the termination of coverage and give the employee 30 days from the date of the notice to reinstate coverage. In order to reinstate coverage, the employee must pay all premiums due as of the date of intended reinstatement.

Any employee who loses coverage as a result of failing to pay his or her premiums in accordance with the procedures described in the preceding paragraphs shall be excluded from coverage under the HIP thereafter (unless he timely reinstates coverage, as described above), except that such employee may re-enroll in the HIP during the HIP's annual enrollment period and also shall have such additional rights as may be required by applicable law (including Section 9801(f) of the Internal Revenue Code and the Family Medical Leave Act).

This letter constitutes part of the P&I. In the event that any provision of this letter is inconsistent with any provision of the P&I, the provisions of this letter shall control.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter #26 (New)

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

This letter is to confirm the mutual agreement reached between the Employer and the Union during the negotiations of the 2013 Pension and Insurance Agreement (“2013 P&I”) with respect to medical and prescription drug coverage for retirees and surviving spouses of deceased retirees for calendar year 2015 and thereafter. This letter only applies to retirees who retired or retire on or after May 1, 1991 and the surviving spouses of any such retiree who dies on or after May 1, 1991. For purposes of this letter, such retirees and surviving spouses shall be referred to herein as “Retirees” and “Surviving Spouses,” respectively.

1. During their Spring 2014 Interim Meeting, the Employer and the Union agree to discuss the medical and prescription drug coverage to be made available for the calendar year 2015 to Retirees and Surviving Spouses who as of January 1, 2015 are eligible for Medicare. By mutual agreement, beginning January 1, 2015, Retirees and Surviving Spouses who are eligible for Medicare will be eligible to purchase medical and prescription drug coverage through a designated insurance exchange (or exchanges) that provides Medicare Advantage coverage or coverage supplemental to Medicare, including without limitation, Medicare supplement plans and Medicare Part D drug coverage plans. The Employer and the Union agree that, except as otherwise provided in the following paragraphs 2 and 3, the Employer will credit the following annual amount, as applicable, for the calendar year 2015 and each following calendar year commencing during the term of the 2013 P&I to a notional health reimbursement account (“HRA”) for each Retiree, each spouse of a Retiree and each Surviving Spouse who elects to obtain coverage through an exchange agreed upon by the Employer and the Union:

for each Retiree - \$2,040 annually (\$170 per month), and

for each spouse of a Retiree and each Surviving Spouse - \$1,020 annually (\$85 per month).

2. During their Spring 2014 Interim Meeting, the Employer and the Union agree to discuss the medical and prescription drug coverage to be made available for the calendar year 2015 to Retirees and Surviving Spouses and their eligible dependents who as of January 1, 2015 are not eligible for Medicare. At that Interim Meeting, the Employer and the Union agree to discuss ceasing the medical and prescription drug coverage that was available to such non-Medicare eligible individuals for the 2014 calendar year, and instead making available for the 2015 calendar year and calendar years thereafter commencing during the term of the 2013 P&I medical and prescription drug coverage through a designated insurance exchange (or exchanges). If the Employer and the Union agree that for the 2015 calendar year and thereafter medical and prescription drug coverage for non-Medicare eligible Retirees, Surviving Spouses and their dependents will be provided through a designated insurance exchange (or exchanges), the parties will agree upon (i) the annual amount to be credited by the Employer for the calendar year 2015 and each following calendar year commencing during the term of the 2013 P&I to a notional HRA for each non-Medicare eligible Retiree, each non-Medicare eligible spouse of a Retiree and each non-Medicare eligible Surviving Spouse who elects to obtain coverage through an exchange agreed upon by the Employer and the Union, and (ii) an adjustment to the annual amounts set forth in the preceding paragraph 1 to be credited by the Employer to notional HRAs for each Medicare eligible Retiree, each Medicare eligible spouse of Retiree and each Medicare eligible Surviving Spouse who elects to obtain coverage through an exchange agreed upon by the Employer and the Union. If there is no mutual agreement to

make medical and prescription drug coverage available to non-Medicare eligible Retirees, Surviving Spouses and their eligible dependents solely through an insurance exchanges (or exchanges) for the 2015 calendar year, such non-Medicare eligible individuals will be eligible for the medical and prescription drug coverage that was available to them for the 2014 calendar year and the monthly premiums required to be paid for such coverage will be the same as the monthly premiums required to be paid for such coverage for the 2014 calendar year (as set forth in Letter No. 24 of the 2013 P&I).

3. If the Employer and Union do not reach an agreement to make medical and prescription drug coverage available to non-Medicare eligible Retirees, Surviving Spouses and their eligible dependents solely through an insurance exchanges (or exchanges) for the 2015 calendar year, as described in the preceding paragraph 2, then the non-Medicare eligible Retirees, Surviving Spouses and their eligible dependents will remain in the Company sponsored plan for 2015. The Employer and the Union agree to again discuss during their Spring 2015 Interim Meeting the proposals described in the preceding paragraph 2 with respect to the medical and prescription drug coverage to be made available to non-Medicare eligible Retirees, Surviving Spouses and their eligible dependents for the 2016 calendar year and calendar years thereafter commencing during the term of the 2013 P&I. If the Employer and the Union agree that for the 2016 calendar year and thereafter medical and prescription drug coverage for non-Medicare eligible Retirees, Surviving Spouses and their dependents will be provided through a designated insurance exchange (or exchanges), the parties will agree upon (i) the annual amount to be credited by the Employer for the 2016 calendar year and each following calendar year commencing during the term of the 2013 P&I to a notional HRA for each non-Medicare eligible Retiree, each non-Medicare eligible spouse of a Retiree and each non-Medicare eligible Surviving Spouse who elects to obtain coverage through an exchange agreed upon by the Employer and the Union, and (ii) an adjustment to the annual amounts set forth in paragraph 1 of this letter to be credited by the Employer to notional HRAs for each Medicare eligible Retiree, each Medicare eligible spouse of Retiree and each Medicare eligible Surviving Spouse who elects to obtain coverage through an exchange agreed upon by the Employer and the Union. If there is no mutual agreement to make medical and prescription drug coverage available to non-Medicare eligible Retirees, Surviving Spouses and their eligible dependents solely through an insurance exchanges (or exchanges) for the 2016 calendar year and calendar years thereafter commencing during the term of the 2013 P&I, such non-Medicare eligible individuals will be eligible for the medical and prescription drug coverage that was available to them for the 2015 calendar year and the monthly premiums required to be paid for such coverage for the 2016 calendar years and calendar years thereafter commencing during the term of the 2013 P&I will be increased from that required in calendar year 2015 to the extent necessary (as determined by the Company based on average cost plus forecasted inflation for such two calendar years) so that the Employer's cash outlay for each such calendar year for medical and prescription drug benefits, administration fees and Medicare part B premium reimbursements does not exceed the \$6,000 maximum per covered household as described in Letter No. 7 to the 2013 P&I.
4. All amounts credited in a calendar year to any HRA accounts established and maintained by the Employer pursuant to the preceding paragraphs of this letter shall be treated as part of the Employer's "cash outlay" for medical and prescription drug benefits for that year for purposes of this letter and Letter No. 7 of the 2013 P&I and shall be taken into account for purposes of determining if the \$6,000 maximum per covered household, as described in Letter No. 7, is reached or exceeded for that year.

This letter constitutes part of the 2013 P&I. In the event that any provision of this letter is inconsistent with any provision of the 2013 P&I, the provisions of this letter shall control.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter #27

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

During the 2009 negotiations, the parties discussed the limitations imposed by the Pension Protection Act of 2006 (“PPA”) on pension plans that are not adequately funded. The PPA limits an employer’s ability to amend a pension plan to increase benefits and to pay certain benefits if the plan’s Adjusted Funding Target Attainment Percentage (“AFTAP”) is less than 80 percent. The PPA provides additional restrictions on distributions and accruals if the plan’s AFTAP is less than 60 percent. Finally, the PPA imposes certain funded level assumptions on plans for which the AFTAP has not been certified prior to the first day of the tenth month of the plan year.

This is to advise you it is the objective of the Employer to maintain an AFTAP equal to or greater than 80 percent with respect to the Company’s Non-Contributory Pension Plan (the “Pension Plan”). In addition, the Employer will ensure that the Pension Plan’s AFTAP will be certified prior to the first day of the tenth month of each plan year. If, because the Employer has not ensured AFTAP certification prior to the first day of the tenth month of a plan year or for any other reason the Pension Plan’s AFTAP falls below 80 percent, the Employer will strive to increase the plan’s AFTAP as soon as practicable. Upon the attainment of an AFTAP of 80 percent or greater the Employer shall retroactively restore any negotiated benefits and make Pension Plan participants whole for any losses due to benefits being altered or materially changed as a result of the funding deficiency or the failure to certify. The make whole relief shall be limited to restoring accrued service and other benefits, under the terms of the Pension Plan, but shall not include consequential damages or losses, nor shall it include recalculating any lump sum payouts.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter #28 (New)

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

REGARDING HEALTH CARE REFORM ISSUES

During negotiations for the 2013 Pension and Insurance Agreement, the parties agreed that to the extent a tax is imposed in the future under 26 U.S.C. Section 4980I (the Affordable Care Act "Excise Tax") either on the Employer, the Plan, the Plan Administrator, the Plan Sponsor, or any other related party, with respect to Medical Benefits provided to collectively bargained employees, the parties agree to modify the plan so that the Employer bears no additional cost as a result of the Excise Tax and the value of the collectively bargained employees' medical coverage provided by the Employer is not diminished in any way. The parties will agree to: (a) make changes in the Medical Benefits necessary to avoid the Excise Tax, (b) impose a supplemental monthly premium on Employees, retirees, and their Dependents necessary to offset the Excise Tax; or (c) implement some combination of the changes described in (a) and the supplemental monthly premium described in (b).

Prior to the implementation of any Plan modifications under this Letter, the Employer will, upon request, meet with the Union to discuss such modifications. If the parties reach agreement on the modifications to be made, consistent with the provisions of this Letter, the modifications will be implemented. However, if the Union objects to the Employer's proposed modifications, the Union will prepare and submit to the Employer a final package of proposed modifications, applying the principles set forth above, and the Employer will prepare and submit to the Union its final package of proposed modifications. Thereafter, the dispute shall be submitted to an arbitrator selected from the parties' panel under Article XI, Section 2 of the collective bargaining agreement for final offer package interest arbitration. The arbitrator shall have no authority to add to, detract from, or modify the final offers submitted by the parties, and the arbitrator shall not be authorized to engage in mediation of the dispute. The arbitrator's decision shall select one or the other of the final offer packages submitted by the parties on the unresolved issues presented to him in arbitration, and will base that selection on which final offer package more closely adheres to the principles set forth above in this Letter. The arbitrator's decision will be final and binding.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter #_29(New)

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th Floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

This letter is to confirm the mutual agreement reached between the Employer and the Union during the negotiations of the 2013 Pension and Insurance Agreement (the "Agreement") with respect to the Long Term Disability Plan and its application to employees receiving Employer contributions under the Bridgestone Americas, Inc. Employee Savings Plan for Bargaining Unit Employees (the "Savings Plan").

The Long Term Disability Plan (the "Plan") will be established and paid for by the Employer. All full-time bargaining unit employees covered under this Agreement, who were hired on or after January 1, 2009, will be eligible for benefits under the Plan if they become disabled (as defined below) while employed by the Employer after completion of at least 10 years of credited service with the Employer and prior to reaching age 62.

The Plan will pay eligible disabled employees a monthly benefit of \$58 for each year of credited service with no offset for Social security disability payments or earned income, Worker's Compensation payments and other payments received on account of disability.

An employee will be considered disabled if he is "permanently and totally disabled" as such term is defined in Part I, Article IV, Paragraph 3 of this Agreement. Payments of benefits under the Plan will continue until (i) the employee is no longer disabled, (ii) the employee attains age 62 or (iii) the employee receives a distribution of Employer contributions (other than elective deferrals) from the Savings Plan, whichever occurs first.

Employees receiving payments under the Plan will be eligible for retiree healthcare benefits as provided under the Medical Plan for Certain USW and Other Collectively Bargained Retirees. Such employees will qualify for retiree health care benefits as long as they remain disabled, or if they cease to be disabled but are at least age 55 with 10 or more years of credited service or any age with 30 or more years of credited service. Employees will be credited with up to two additional years of service while receiving benefits under the Plan.

If an employee should die while receiving Long Term Disability Plan payments, his or her spouse will receive monthly payments for three (3) months after the employee's death in the same amount as the monthly payments that the employee was receiving prior to his or death, in addition to any other benefits to which the spouse may be entitled.

If any dispute arises between the Employer and any employee with respect to eligibility or continued eligibility for benefits under the Plan or the amount thereof, the provisions of Part II, Article VI, Paragraph 4 will apply for purposes of resolving such dispute.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter # 30 (New)

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

This letter is to confirm the agreement reached between the parties during the negotiations of this 2013 Pension and Insurance Agreement (the "Agreement") with respect to Part I and Part III of the Agreement.

The Company has adopted Supplement 1 of the Bridgestone Americas, Inc. Non-Contributory Pension Plan (the "Pension Plan") for purposes of providing the benefits set forth in Part I – Pensions of the Agreement. The benefits set forth in Part III – Savings Plan of the Agreement are provided under the Bridgestone Americas, Inc. Employee Savings Plan for Bargaining Unit Employees (the "Savings Plan"). Under Part III of this Agreement a new Age and Service Employer Contribution has been added effective January 1, 2014 for "Post-2008 Employees" (as defined in Part III). The parties agree that during the term of this Agreement, the Company will offer active Employees who have a vested benefit under the Pension Plan a choice between (i) continuing to accrue benefits under the Pension Plan and (ii) ceasing accruals under the Pension Plan and receiving Age and Service Employer Contributions under the Savings Plan under the same terms of the Savings Plan as are applicable to Post-2008 Employees under this Agreement. Eligible Employees will have at least a 90-day period to make their election.

The parties agree that the Company may adopt any amendments to the Pension Plan and Savings Plan necessary to implement the agreement described in this letter. The parties agree that if the Company adopts such amendments, the corresponding provisions of Part I and Part III of the Agreement shall be deemed to be amended consistent with such amendments to the Plan. Further, the parties agree that the Company will provide such notifications to the Employees as required by applicable law.

The agreement reached in this letter is subject to compliance with any applicable law in effect during the term of this Agreement.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

Letter # 31(New)

August 8, 2013

Mr. Randy Boulton
USW BATO Coordinator
Five Gateway Center (7th floor)
Pittsburgh, PA 15222

Dear Mr. Boulton:

This letter is confirm the agreement reached between the parties during the negotiations of this 2013 Pension and Insurance Agreement (the "Agreement") with respect to Part I of the Agreement.

As stated in Part I of the Agreement, the Company has adopted Supplement 1 of the Bridgestone Americas, Inc. Non-Contributory Pension Plan (the "Plan") for purposes of providing the benefits set forth in Part I of the Agreement. The parties agree that the Company may adopt the following amendments to the Plan without any further consent of the Union:

The Plan may be amended at such time as the Company determines to provide for a lump sum payment option (as well as any legally required immediate annuity payment options) to former employees with a vested benefit under the Plan who have not commenced payment of their benefit under the Plan as of a specified date. The lump sum option will be available for a limited period of time, and will be made available to such former employees whether or not they would otherwise be eligible to commence payment of their Plan benefit. The availability of the option will be limited to former employees having a vested benefit under the Plan with a present value of less than \$100,000.00. The Company may also make such lump sum option available to surviving spouses who have not commenced payment of their survivor benefit under the Plan.

The parties agree that if the Company adopts such amendments to the Plan as described in this letter, the corresponding provisions of Part I of the Agreement shall be deemed to be amended consistent with such amendments to the Plan.

Yours truly,

Bill Phillips
Vice President, Labor Relations & Benefits
Bridgestone Americas Tire Operations, LLC

