Summary Plan Description
National Cargo Bureau Pension Plan
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Introduction

National Cargo Bureau Inc. (the "Employer"), maintains the National Cargo Bureau Pension Plan as originally amended and restated effective July 1, 1999 and most recently amended and restated effective July 1, 2013 ("Plan") to provide Retirement Benefits for Eligible Employees of the Employer. The Plan as it existed prior to July 1, 1999 is referred to as the "Prior Plan".

The Plan is a defined benefit pension plan and is one of the most important parts of our benefits package. It is designed to provide a measure of economic security when you retire and may also provide for your survivors after your death. The benefits provided by the Plan are in addition to benefits provided by Social Security and any other retirement plans and individual retirement arrangements you may have participated in.

The detailed provisions of the Plan are provided in a lengthy and complex legal document called the Plan document. This booklet, called a Summary Plan Description ("SPD"), has been prepared to provide you with a description of the key features of the Plan including your rights, obligations and benefits under the Plan. The SPD provides you with answers to questions most frequently asked about the Plan.

This SPD is for Employees (or their Beneficiaries) currently participating in or retiring under the Plan. If you previously terminated employment or retired, your benefits are determined in accordance with the provisions of the Plan or Prior Plan that were in effect as of the date you terminated employment or retired.

The terms of the Plan may be changed from time to time by amendments adopted by the Employer. If changes are made, you will be advised of the change. If you terminate employment or retire after an amendment is adopted, your benefits will be determined in accordance with the provisions of the Plan, as amended.

When referring to this booklet, please keep in mind that this is a summary of the Plan only, that it does not alter any employment policies of the Employer and it does not alter the Plan provisions in any way.

Although every effort has been made to describe the essential provisions of the Plan as accurately as possible in this booklet, the requirements for participation, eligibility for benefits and benefits payable will be determined strictly in accordance with the Plan document and its related trust agreement.

The actual text of the Plan (including amendments) supersedes this booklet, including any instance in which there may be an inconsistency between the contents of this booklet and the contents of the Plan document (including amendments).

If you have any questions or need additional information about the Plan or any of the subjects covered by this booklet, contact the Plan Administrator.
# Index to Defined Terms

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Section 1
Eligibility to Join the Plan

In General
You must meet certain eligibility rules in order to be enrolled in the Plan. This Section describes those rules.

Eligibility Requirements
If you were a Participant under the Prior Plan you will continue to be a Participant under the current Plan. However, if you are one of the excluded classifications listed in Excluded Classifications of Employees, below, you will no longer participate for future Retirement Benefits.

If you were not a Participant under the Prior Plan, you will automatically become a Participant in the Plan when you meet all of the following requirements:

- you have completed at least one Year of Service (see Eligibility Service below); and
- you are not in one of the excluded classifications listed in Excluded Classifications of Employees below.

If you satisfy these requirements during your first year of employment, your participation will be retroactive to your original employment date. If you satisfy these requirements after the first anniversary of your original employment date, your participation will be retroactive to the immediately preceding July 1st.

Excluded Classifications of Employees
If you are in any of the following Employee classifications, you will not be able to participate in the Plan:

- Any person treated as an independent contractor, notwithstanding the fact that such person is later determined to be an Employee;
- Leased Employees; or
- Daily Surveyors.

Eligibility Service

General Rules
You will be credited with one Year of Service for each Anniversary Year during which you complete at least 1,000 Hours of Employment (see Hour of Employment below). Your first Anniversary Year is the 12-month period beginning on the date of your employment. Thereafter, your Anniversary Year shall be each Plan Year, commencing with the Plan Year beginning after your first day of employment. For example, if you were employed on June 3, 2013, your first Anniversary Year would begin on June 3, 2013 and end on June 2, 2014, and
your second Anniversary Year would begin on July 1, 2013 and end on June 30, 2014.

**Hour of Employment**

An Hour of Employment has a special meaning for Plan purposes. You will be credited with an Hour of Employment for:

- each hour for which you are directly or indirectly paid by the Employer for the performance of duties;
- each hour for which you are directly or indirectly paid by the Employer for reasons other than the performance of duties, such as vacation, holidays, lay-off, sickness, disability, military duty or jury duty; and
- each hour of back pay awarded or agreed to by the Employer.

**Maternity/Paternity Absence**

If you are absent from work for maternity or paternity reasons, you will be credited with up to 501 Hours of Employment. The Hours of Employment will be credited solely to avoid you incurring a one year Break-in-Service, and therefore will be credited to either the Plan Year in which your absence from work begins, or in the immediately following Plan Year. You are considered to be absent for maternity or paternity reasons, if you are absent because of the following:

- your pregnancy;
- the birth of your child;
- the adoption of your child; or
- the caring for your child immediately after the child's birth or adoption.

**Military Service**

Your service in the Armed Forces of the United States will be considered employment with the Employer if:

- you were employed by the Employer immediately preceding your military service; and
- you are reemployed at a time when your seniority rights are protected under the laws of the United States.
Section 2
Contributions And Funding Of Benefits

In General
Once you become a Participant in the Plan, you begin to accrue benefits toward your retirement. Whether you will receive benefits under the Plan depends on many factors which will be discussed in the sections that follow. The benefits you receive under the Plan are provided entirely at Employer expense.

Employer Contributions
The contributions needed to fund your benefits under the Plan are actuarially determined. That means that the contributions depend on many factors, such as Participant turnover, investment gains and losses, life expectancy, etc. Once the amount is determined, the contribution is then forwarded by the Employer to the trustees who have set up a trust to hold and invest the money.

The benefits provided under the Plan will be funded through the trust.

Participant Contributions
You are not required nor permitted to make any contributions to the Plan.

Investment Performance
Your benefits under the Plan are based on a formula that takes into account your Average Annual Compensation, Credited Service, and your age when your benefits begin. Investment Performance will not increase or reduce your benefits.
Section 3
Vested Service And Credited Service

In General
The primary purpose of the Plan is to provide you with retirement benefits. However, in order for you to receive these benefits, you must meet certain requirements. For example, you must have a certain number of Years of Service to qualify for a benefit. Credited Service is also an important factor in determining the amount of your Retirement Benefit. This Section describes how to determine your Vested Service (based on Years of Service) and your Credited Service. This Section also explains the effect the following will have on your Vested Service and your Credited Service:

- if you terminate employment;
- if you incur a military leave;
- if you incur a maternity/paternity leave; or
- if you become a member of an excluded classification of employees.

Vested Service
Vested service determines your right to benefits under the Plan. Therefore, when you have a vested right to a benefit, you become unconditionally entitled to that benefit, even though you may not receive it until later. And, if you have a vested right under the Plan, your retirement benefit cannot be taken away from you even if you terminate employment before you are eligible to retire under the Plan. In general, you will lose your benefit only if you die before it is paid and do not have any survivors who are entitled to a survivor benefit.

Determination of Vested Service
Your Vested Service will be determined as follows, unless you lost your Vested Service (see, Vested Service and Credited Service upon Reemployment, below):

(A) General Rules
Your Vested Service will be equal to the following:

- All your calendar years of Service with the Employer in which you complete at least 1,000 Hours of Service, during the period beginning in the calendar year during which you first complete an Hour of Employment and ending in the calendar year of termination of Service with the Employer.

- If, at the time of a one year Break-in-Service, you were eligible for a Vested retirement benefit and you are reemployed by the Employer, you will be credited with the Vested Service you had before your termination of Service.
(B)  **Additional Vested Service**

You will receive additional Vested Service if any of the following apply:

- if you are absent from work due to an authorized leave of absence, you will be credited with Vested Service only as follows:
  1. during a period of up to 12 months of a leave of absence authorized on account of injury or sickness; and
  2. in all other circumstances no more than 501 Hours of Service will be credited on account of any single continuous period when no duties are performed.

**Credited Service**

Credited Service is one of the factors used to calculate the amount of your benefit under the Plan. Credited Service may also be used to determine when you are eligible to retire.

**Determination of Credited Service**

Your Credited Service will be determined as follows, unless you lost your Credited Service (see, Vested Service and Credited Service upon Reemployment, below) or were at any time in an excluded class:

(A)  **General Rules**

Your Credited Service will be equal to the following:

- all of your years and fractions thereof of Service credited to you under the Prior Plan as it existed prior to January 1, 1976, if any; plus
- all your calendar years of Service in which you complete at least 1,000 Hours of Employment during the period beginning on the later of January 1, 1976 and the date your participation in the Plan begins and ending on your retirement date or other termination of Service, if earlier;
- If you have not completed 1000 Hours of Employment in a calendar year because you either:
  1. enter, or reenter the Plan as an active Employee after the first day of the Plan Year, or
  2. terminate employment or reach retirement date prior to the end of a Plan Year, you will be credited with a partial year of Credited Service for such calendar year, expressed as a fraction of a year, the numerator of which will be your full months of employment in such year and the denominator of which will be 12.

(B)  **Additional Credited Service**

Except for employment during which you were in an excluded classification, you will
receive additional Credited Service as follows:

- if at the time of your one year Break-in-Service you were eligible for a Vested Retirement Benefit and you are reemployed by the Employer you will, under most circumstances, be credited with the Credited Service you had before your one year Break-in-Service (see, Vested Service and Credited Service upon Reemployment, below).

- if you are absent from work due to an authorized leave of absence, you will be credited with Credited Service only as follows:
  
  (i) during a period of up to 12 months of a leave of absence authorized on account of injury or sickness; and

  (ii) in all other circumstances, no more than 501 Hours of Service will be credited on account of any single continuous period when no duties are performed.

- you will be credited with Credited Service for periods of service in the uniformed services of the United States to the extent required by applicable law.

Termination of Service

Your termination of Service with the Employer for purposes of the Plan occurs on the date you quit, are discharged, retire or die; or as of the date of expiration of a leave of absence authorized by the Employer (as described above).

Termination of Service, Vested Service and Credited Service while on Maternity/Paternity Leave

If you are absent from work for maternity or paternity reasons, as described under Section 1, Eligibility to Join the Plan, you will be credited with up to 501 Hours of Service for purposes of Vested Service and Credited Service. The Hours of Employment will be credited solely to avoid your incurring a one year Break-in-Service and therefore will be credited to either the 12-month period in which your absence begins or in the following applicable 12-month period.

Credited Service upon Reemployment

If you are reemployed by the Employer after a one year Break-in-Service, Credited Service before your one year Break-in-Service will be restored to you if any one of the following conditions are met:

- at the time of your reemployment, the number of your consecutive one year Breaks-in-Service is less than five; or

- the number of consecutive one year Breaks-in-Service is less than the number of years of your Credited Service prior to such break.
However, if you were entitled to a normal Retirement benefit, early Retirement benefit, Deferred Retirement benefit, Disability Retirement Benefit or Vested Retirement Benefit, Credited Service will be restored to you if you have not yet received a Retirement Benefit.

**Change in Status to an Excluded Classification**

If, after you are enrolled in the Plan, your employment status is changed to an excluded classification, all of the following will apply while you are employed in the excluded classification:

- you will continue to be a Participant in the Plan;
- you will continue to be credited with Vested Service; and
- you will not continue to receive Credited Service.

**Military Service**

Under certain circumstances, you may be entitled to service credit in calculating your Vested Service and Credited Service with respect to periods of absence for service in the uniformed services of the United States. If you are reemployed after an absence from work due to qualified military service, please contact the Plan Administrator.
Section 4
Your Retirement Benefit

The purpose of the Plan is to pay you retirement benefits beginning as of your Normal, Early or Disability Retirement Date.

If you continue to work for the Employer past your Normal Retirement Date, your benefits generally will be deferred until your Deferred Retirement Date. Under certain conditions, you may retire on an Early Retirement Date. If you do so, your benefits will generally begin on your Normal Retirement Date, unless you elect to receive your benefits at an earlier date. The amount of your Retirement Benefit is based on a number of factors including: Average Annual Compensation, Credited Service, and the Form of Benefit Payments. The Plan defines these factors as follows:

Definitions

(A) Average Annual Compensation means your Average Annual base Compensation during the 60 consecutive calendar months of Credited Service within your final 120 consecutive calendar months which yields the highest average. If your Credited Service is less than 60 months, then all of your Credited Service within your final 120 consecutive calendar months will be used to calculate your Average Annual Compensation. Average Annual base Compensation includes contributions through a salary reduction arrangement to a cash or deferred plan under Section 401(k) of the Internal Revenue Code maintained by the Employer, amounts not includable in your gross income by reason of a "qualified transportation fringe" benefit under Section 132(f) of the Internal Revenue Code, and any contributions through a salary reduction arrangement to any flexible benefits program under Section 125 of the Internal Revenue Code maintained by the Employer, but does not include overtime, bonuses, severance pay, commissions, or any special payments or other deferred Compensation arrangements.

Effective for Plan Years beginning after December 31, 2008, and to the extent your Employer provides for differential wage payments while you are on active military duty and performing services in the uniformed services, differential wage payments shall be considered as Compensation in accordance with Code Section 414(u).

Annual base Compensation does not include Compensation during any period of employment that you are in an excluded classification, as set forth in Section 1, Eligibility To Join the Plan. Special crediting rules applied to calendar years 1999 and 2000. See a Plan representative for the application of these rules. If a period of service in the uniformed services of the United States, is included in your Credited Service, it will be assumed that you continued to earn your annual base Compensation during this period. The maximum amount of your Compensation that may be used for any purpose under the Plan is $260,000 for the 2014 Plan Year. This maximum amount for future years may be further adjusted by the Secretary of the Treasury to account for changes in the cost-of-living.

(B) Your Credited Service is described in Section 3, Vested And Credited Service.
(C) Form of benefit payments is described in Section 11, Benefit Payment Forms.

The following sections describe when you are eligible to receive benefits, and how much of a benefit you will receive when you retire if you receive your benefit in the form of a Straight Life Annuity. If you receive your benefit in a form other than a Straight Life Annuity, the amount of your benefit will be adjusted to reflect the benefit payment form.
Section 5
Normal Retirement Benefit

Normal Retirement Age
Your Normal Retirement Age is the later of:

- your attainment of age 65; or
- the fifth anniversary of your initial participation in the Plan.

Normal Retirement Date
Your Normal Retirement Date is the first day of the month coincident with or next following your normal retirement age.

Normal Retirement Benefit Commencement
If you are employed by the Employer when you reach your normal retirement age, you will be fully Vested in your normal retirement benefit, regardless of how many years of Vested Service you have. Your benefit payments will begin on your Normal Retirement Date if you retire as of that date. However, you may continue to be employed by the Employer after your Normal Retirement Date. If you do so, see Section 7, Deferred Retirement Benefit.

Normal Retirement Benefit
Your annual normal retirement benefit will be the sum of (i) plus (ii):

(i) 1.0% of your Average Annual Compensation multiplied by your years of Credited Service, plus
(ii) 37.5% of your Average Annual Compensation, reduced by 1/15 for each Year of Credited Service less than 15 years.

Example
This example shows how to calculate a normal retirement benefit beginning on the Normal Retirement Date and is based on the current Plan formula for an individual whose Normal Retirement Date is in 2015. The assumptions are for illustrative purposes only and also assumes that the Participant did not complete 1,000 or more Hours of Service in the initial or final calendar year.

Assumptions:
Date of Birth - May 20, 1950
Date of Hire - December 1, 1988
Date Credited Service Begins - December 1, 1988
Normal Retirement Date - June 1, 2015 (age 65)
Credited Service at Retirement - 26 years, 6 months (26-6/12)
Average Annual Compensation - $50,000
Normal Retirement Benefit Formula

<table>
<thead>
<tr>
<th>Component</th>
<th>Calculation</th>
<th>Amount</th>
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<tr>
<td>Average Annual Compensation</td>
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<tr>
<td>Benefit Factor</td>
<td>x 1.0%</td>
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<tr>
<td>Credited Service at Retirement</td>
<td>x 26.5</td>
<td>$13,250</td>
</tr>
<tr>
<td>PLUS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37.5% of Average Annual Compensation</td>
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<td>1/15 reduction per year for less than 15 years</td>
<td></td>
<td></td>
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<tr>
<td>Of Credited Service at Retirement</td>
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<tr>
<td>Annual Normal Retirement Benefit</td>
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</table>
In General
You may have the right to elect to retire earlier than your Normal Retirement Date. If you make such an election, the amount of your Retirement Benefit will generally be reduced to reflect the longer period over which the benefit will be paid. This Section describes when you are eligible to elect an early retirement under the Plan and how to calculate what your benefit will be under the various choices.

Eligibility Requirements
You are eligible to retire prior to your Normal Retirement Date if your termination of Service occurs after you have completed at least 10 years of Credited Service and you have attained age 55.

Early Retirement Benefit Commencement Date
Your early retirement benefit will begin on your Normal Retirement Date, unless you elect otherwise. You may elect to have your early retirement benefit begin on the first day of the month coincident with or next following your termination of Service or any later month that is before your Normal Retirement Date.

Early Retirement Benefit Deferred To Normal Retirement Date
Your annual early retirement benefit deferred to your Normal Retirement Date, is calculated using your Average Annual Compensation and Credited Service to the date of your termination of Service. The calculation is as follows:

(i) 1.0% of your Average Annual Compensation multiplied by your years of Credited Service, plus

(ii) 37.5% of your Average Annual Compensation, multiplied by the ratio of your years of Credited Service (not to exceed 15) to your date of termination of employment, to the years of Credited Service you would have completed (not to exceed 15) if you remained employed until your Normal Retirement Date.

In addition to the above, if you retire on or after attainment of age 62, but prior to age 65, you will be entitled to an additional monthly Bridge Benefit in the amount of $600, payable until the month prior to your attainment of age 65.

Example
This example shows how to calculate an Early Retirement Benefit deferred to Normal Retirement Date and also assumes that Normal Retirement Date is age 65. The assumptions are for illustrative purposes only.
Assumptions:

- Date of Birth - February 20, 1955
- Date of Hire - December 1, 1992
- Date Credited Service Begins - December 1, 1992
- Date of Retirement - March 1, 2015 (age 60)
- Normal Retirement Date - March 1, 2020 (age 65)
- Credited Service at Early Retirement - 22 years, 3 months = 22.25
- Credited Service projected at Normal Retirement - 27 years, 3 months = 27.25
- Average Annual Compensation - $50,000

Early Retirement Benefit Deferred to Normal Retirement Date Formula

\[
\begin{align*}
\text{Average Annual Compensation} & \quad \text{\$50,000} \\
\text{Benefit Factor} & \quad x \quad 1.0\% \\
& \quad \text{\$500} \\
\text{Credited Service at Termination of Service} & \quad x \quad 22.25 \\
\end{align*}
\]

\[
\text{PLUS} \\
\begin{align*}
37.5\% \text{ of Average Annual Compensation} & \quad \text{\$18,750} \\
\text{Projected Service Ratio (15/15)} & \quad 100\% \\
\text{Accrued Benefit Ratio (22.25/27.25)} & \quad x \quad 81.65\% \\
\end{align*}
\]

Annual Early Retirement Benefit Deferred to Normal Retirement Date \quad \text{\$15,309.38}

Early Retirement Benefit Prior To Normal Retirement Date

If you are eligible for an early retirement benefit and elect to have your benefits begin prior to your Normal Retirement Date, your annual early retirement benefit will be equal to the amount you would have received at your Normal Retirement Date (see, Early Retirement Benefit Deferred to Normal Retirement Date, above), reduced by the appropriate adjustment factor.

The adjustment factor is a percentage derived from assumptions the Plan makes to calculate the value of your benefit, taking into account early or late commencement of your benefit payments, and the form under which benefit payments are made. The factors are listed in the Plan document. These factors are designed to assure that the overall value of your benefit, after taking into account that it will start earlier, and continue longer, is no less than the value of the benefit payable at your Normal Retirement Date. There is no reduction in your early retirement benefit if your benefits begin on or after age 62.
Example

The following is an example of how to calculate an early retirement benefit if benefits begin before your Normal Retirement Date. In this example, we assumed that Normal Retirement Date is age 65, and that payments commence at age 60.

<table>
<thead>
<tr>
<th>Early retirement benefit deferred to</th>
<th>$ 26,434.38</th>
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</thead>
<tbody>
<tr>
<td>Normal Retirement Date</td>
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<tr>
<td>Adjustment Factor at age 60</td>
<td></td>
</tr>
</tbody>
</table>

Annual Early Retirement Benefit Payable at age 60 $21,147.50
Section 7
Deferred Retirement Benefit

Deferred Retirement Date

Your Deferred Retirement Date is the first day of the month coincident with or next following your termination of Service which occurs after your Normal Retirement Date.

Deferred Retirement Benefit Commencement

Your benefits will begin on your Deferred Retirement Date.

Deferred Retirement Benefit

Your deferred retirement benefit will be calculated in the same manner as your normal retirement benefit. However, when calculating your deferred retirement benefit, your Average Annual Compensation and Credited Service to your Deferred Retirement Date will be recognized. If your Deferred Retirement Date occurs after you turn age 70-1/2, your deferred retirement benefit shall not be less than the actuarial equivalent of the deferred retirement benefit that you would have received if your benefit payments began on the day you became age 70-1/2.
Section 8
Vested Retirement Benefit

Vesting
Vesting refers to your nonforfeitable right to receive a Retirement Benefit under the Plan.

Eligibility Requirements
You will be 100% Vested in the Retirement Benefit accrued to the date of your termination of Service, if, on the date of your termination of Service, you have completed at least 5 years of Vested Service.

Commencement of Benefit
Your Vested Retirement Benefit will begin on your Normal Retirement Date. However, you may elect to have your Vested Retirement Benefit begin on the first day of any month prior to your Normal Retirement Date, and on or after you attain age 55, provided that you completed at least 10 years of Credited Service on the date of your termination of Service.

Benefit Determination
Your annual Vested Retirement Benefit payable on your Normal Retirement Date will be calculated in the same manner as the Early Retirement Benefit deferred to Normal Retirement Date. If you elect to have your Vested Retirement Benefit begin before your Normal Retirement Date, your benefit will be reduced by the appropriate adjustment factor. To begin benefits early (on or after age 55), you must have completed at least 10 years of Credited Service on the date of your termination of Service.

Example
If your annual benefit payable at Normal Retirement Date amounts to $25,000, your Normal Retirement Date is age 65, and you elect to have your benefit begin at age 55, then your benefit will be calculated as follows:

<table>
<thead>
<tr>
<th>If you are 100% Vested at your termination of Service:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Accrued Benefit at age 65</td>
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<tr>
<td>Adjustment factor (from the Plan) at age 55</td>
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</tbody>
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Annual Vested Retirement Benefit (Payable at age 55) $ 15,000
Section 9
Disability Retirement Benefit

Eligibility to Commence Receipt of a Disability Retirement Benefit

You are eligible to receive a Disability Retirement Benefit if your termination of Service occurs before the later of: (a) your Normal Retirement Date and (b) the first day of the month following the month that you receive the final disability benefit payment under the Employer's long-term disability plan, provided:

- you have a physical or mental condition for which you are eligible to receive benefits under the Employer's long-term disability plan, provided that such condition was incurred through an unavoidable cause, and

- your termination of Service is the result of this Disability.

Disability Benefit

Your annual Disability Retirement Benefit will be equal to the amount of benefit payable at Normal Retirement Date (see Section 5) or Deferred Retirement Date (see Section 7) whichever applies, based upon Credited Service at the date of Disability, and Average Annual Compensation determined as if your annual base Compensation on the date of Disability continued until retirement at Normal Retirement Date. Instead of the above Disability Retirement Benefit, if eligible, you may choose instead the Section 6, Early Retirement Benefit, or Section 8, Vested Retirement Benefit.

If You are No Longer Disabled

You will no longer be eligible for a Disability Retirement Benefit if, before you have attained your Normal Retirement Age, you:

- are reemployed by the Employer;

- engage in any other substantially gainful activity;

- have sufficiently recovered to engage in regular employment with the Employer and you refuse an offer of employment;

- refuse treatment in a rehabilitation program which would enable you to engage in regular employment with the Employer; or

- refuse to undergo any medical examination, provided a request for such is not made more than once in any calendar year.

If you are no longer entitled to a Disability Retirement Benefit, you may apply for retirement or Vested termination benefits as provided in the Plan.
Section 10
Suspension Of Benefits

If you are receiving retirement benefits under the Plan and are reemployed by the Employer, those retirement benefits may or may not continue to be paid to you, depending on the extent of your reemployment hours on the job. Also, if you continue to work past your Normal Retirement Date, you may or may not be eligible to receive your retirement benefits while you are still employed.

No benefit payments will be withheld unless you are notified of the suspension during the first calendar month in which payments are suspended. Upon your retirement or, if applicable, your subsequent retirement:

- your benefits will resume on an actuarially adjusted basis; and

- the benefit payment form you previously elected will remain in force if payments are suspended for less than 12 months. If your payments were suspended for 12 or more months, payments will be made in the standard form of benefit payment (see, the subsequent Section 11, Benefit Payment Forms, Standard Form of Benefit Payments), unless you elect another benefit payment form in accordance with the Spousal Consent requirements.

For more information about a Suspension of Benefits, contact a Plan Representative.
Section 11
Benefit Payment Forms

In General

You will generally receive your benefit in the standard form in which benefits are paid (see Standard Form of Benefit Payments, below.) However, if you are a married Participant, you have the right to elect to receive a portion of your benefit in another form. (see Optional Forms of Benefit Payments, below). This Section describes how you will receive your benefit if you do not make an election, the optional forms a married Participant may elect, and how to make an election. Note that if the present value of your Vested benefit is $5,000 or less, you will automatically be paid your benefit in one payment and you will receive no additional payments.

Normal Form Used in Determining Retirement Benefits

The Normal Retirement Benefit, Early Retirement Benefit, deferred Retirement Benefit, Disability Retirement Benefit or Vested Retirement Benefit set forth in the preceding sections of this booklet represent the amount payable to you under the Straight Life Annuity payment form as described under Optional Forms of Benefit Payments, below. However, if you are a married Participant and elect to receive benefit payments in a form other than a Straight Life Annuity, the amount of your Retirement Benefit will be adjusted accordingly.

Standard Form of Benefit Payments

There are two standard forms of benefit payment. The standard form that will apply to you will depend upon whether or not you have a Spouse when benefit payments begin. Your Spouse is the person to whom you are legally married and from whom you have not been divorced by formal divorce proceedings (or from whom you are legally separated under a court-approved separation agreement that provides that your Spouse is not entitled to receive a benefit at the time your benefit payments are scheduled to commence). If you are a married Participant and have not made an election, your Retirement Benefit will be paid as follows:

Married Participant

- With respect to the Retirement Benefit under Section 5, Normal Retirement Benefit, subparagraph (i), a Straight Life Annuity with 75% of such amount continued to the married Participant’s Spouse upon the married Participant’s death.

- With respect to the Retirement Benefit under Section 5, Normal Retirement Benefit, subparagraph (ii), a 75% Joint and Survivor Benefit, as described under Optional Forms of Benefit Payments, below.

If you are not married, your Retirement Benefit will be paid as follows:

Unmarried Participant

- Straight Life Annuity
Notice Requirements

The Committee will make every reasonable effort to furnish each married Participant, by personal delivery or first class mail, the following information not less than 30 nor more than 180 days prior to your commencement of benefits:

- the terms and conditions of the 75% Joint and Survivor Benefit applicable to the portion of your Retirement Benefit calculated under Section 5, Normal Retirement Benefit, subparagraph (ii);
- your right to make, and the effect of, an election to waive the 75% Joint and Survivor Benefit portion;
- the rights of your Spouse under the Plan;
- the right to make, and the effect of, a revocation of a previous election to waive the 75% Joint and Survivor Benefit portion; and
- the relative values of the various optional forms of benefit payments under the Plan.

Restrictions If You Are Legally Married

If you are legally married on the date your Retirement Benefits begin, you are subject to special legal rules concerning your selection of a benefit payment form and your designation of a Beneficiary to receive payments after your death. You will automatically be deemed to have selected the 75% Joint and Survivor Benefit and to have designated your Spouse as your Beneficiary for the portion of your Retirement Benefit calculated under Section 5, Normal Retirement Benefit, subparagraph (ii). The balance of your benefit is a Straight Life Annuity with 75% of such amount continued to your Spouse following your death. However, you may elect to receive the subparagraph (ii) portion of your benefit payment in another form, provided that the monthly Retirement Benefit payable to you or to your Spouse is $25.00 or more. To do so, you must complete and file the necessary forms with a Plan representative and you must have your Spouse's written consent.

Spousal Consent

If, after reviewing the information provided in the notice you received (see, Notice Requirements, above), you wish to elect for the subparagraph (ii) portion of your benefit in a benefit payment form other than a Joint and Survivor Benefit which provides a survivor benefit of 50%, or 100% to your Spouse (i.e., the Straight Life Annuity option), you must comply with all of the following requirements:

- your Spouse must irrevocably consent to the optional payment form in writing;
- the election must designate the Straight Life Annuity optional form of benefit payment and may not be changed unless your Spouse consents or had previously waived the requirement for further consent;
Optional Forms of Benefit Payments For Married Participants

If you are legally married and if you and your Spouse have complied with the consent requirements of Spousal Consent above, you may elect to receive your benefit payments under any optional form provided below. It should be noted that any optional form is the actuarial equivalent of the Straight Life Annuity.

A. **Straight Life Annuity**: A benefit payable to you for your lifetime with no further payments after your death.

B. **100% Joint and Survivor Benefit**: A reduced benefit payable to you for your lifetime, to be continued in the same amount after your death, for the life of your surviving Spouse.

C. **50% Joint and Survivor Benefit**: A reduced benefit payable to you for your lifetime, with one-half of your reduced benefit to be continued after your death, for the life of your surviving Spouse.

D. **75% Joint and Survivor Benefit**: A reduced benefit payable to you for your lifetime, with three-quarters of your reduced benefit to be continued after your death, for the life of your surviving Spouse.

E. **Rollovers and Direct Transfers to an Individual Retirement Account (IRA) or Another Qualified Plan ($5,000 or less only)**: A direct transfer of your benefit from this Plan to the trustee or custodian of an IRA, another qualified pension or profit-sharing plan, a Section 403(b) annuity contract or a Section 457(b) governmental plan maintained by a state or agency of a state, provided that the other plan or contract permits receipt of your Plan distribution.

If you elected an optional form of benefit payment and your Spouse dies prior to the date Retirement Benefits are to begin, the election will no longer be valid.

Payment of Benefits that are Worth $5,000 or Less

A. If on the date of your termination of Service or any later date before you begin receiving benefits, you are eligible for a Normal Retirement Benefit, Early Retirement Benefit, deferred Retirement Benefit, Disability Retirement Benefit, or Vested Retirement Benefit, and the present value of your Vested benefit is $5,000 or less, you will automatically be paid the full value of your Vested benefit and no further benefits will be payable under the Plan.

B. If, at the time of your death, the present value of your Vested benefit is $5,000 or less and you meet all of the following requirements:

- you are married;
• your benefits have not yet begun; and

• you are eligible for a Vested Retirement Benefit or a Preretirement or post termination survivor benefit,

then your surviving Spouse will automatically be paid the present value of the benefit your surviving Spouse is entitled to receive under Section 12, Benefits Upon Death, and no further benefits will be payable.

C. If, at the time of your death the present value of your Vested benefit is greater than $5,000, but the present value of the Vested benefit payable to your surviving Spouse is $5,000 or less and your surviving Spouse consents to receive a single lump sum payment, then the Committee may pay the present value of the benefit your surviving Spouse is entitled to receive under Section 12, Benefits Upon Death, and no further benefits will be payable.
Section 12
Benefits Upon Death

In General
This Section describes what will happen to your benefit if you should die before or after you retire or terminate employment as well as how to determine the benefit that will be paid to your Beneficiary or Beneficiaries.

Preretirement Survivor Benefit Eligibility
If you are an Eligible Participant (as defined below), your Protected Spouse (as defined below), will be entitled to the following Preretirement Survivor Benefit upon your death. There are no Preretirement Survivor Benefits for Participants without a Protected Spouse.

Participant
You are an Eligible Participant, for purposes of the Preretirement Survivor Annuity if, at the time of your death:

(i) you have a Protected Spouse, and

(ii) you have completed five years of Vested Service, and

(iii) you have satisfied at least one of the following requirements:

(A) you have not incurred a Termination of Service, or

(B) you are receiving benefits under the Employer's long-term disability insurance plan, or

(C) you are receiving, or are entitled, upon election, to begin receiving, an immediate Early Retirement Benefit.

Protected Spouse
Protected Spouse is the person to whom you are legally married for at least one year at the time of your death.

Preretirement Survivor Benefit Recipients
If you satisfied the requirements for a Preretirement Survivor Benefit above, and you are survived by a Protected Spouse, the following monthly Preretirement Survivor Benefit will be paid to your Protected Spouse for life.

Preretirement Survivor Benefit Commencement
The monthly Preretirement Survivor Benefit payable to your Protected Spouse will begin as follows:
• If you were eligible for a Normal Retirement Benefit or a deferred Retirement Benefit on the date of your death, benefits will begin as soon as administratively feasible following your date of death.

• If you were eligible for a Vested Retirement Benefit, Early Retirement Benefit, or Disability Retirement Benefit on the date of your death, benefits will begin on the date you would have attained your Normal Retirement Date. However, your Protected Spouse may elect to have benefits begin on the earliest date following your death on which you could have received an Early Retirement Benefit if you had lived (that is, age 55).

Preretirement Survivor Benefit Determination -Active Participants

Upon your death while employed, your Protected Spouse will be entitled to the following benefits A and B (and C if there is a dependent child or children under the age of 18):

A. 75% of the monthly Retirement Benefit you would have received if you elected the actuarial equivalent of your Vested Retirement Benefit under Section 5, Normal Retirement Benefit, paragraph (ii), as of your date of death, commencing on the later of the first of the month following your death, or the earliest date on which you would have been eligible to receive an immediate Early Retirement Benefit or Vested Retirement Benefit or Normal Retirement Benefit; plus

B. 75% of the monthly Retirement Benefit under Section 5, Normal Retirement Benefit, paragraph (i), based on your Average Annual Compensation on the date of your death, multiplied by the greater of (a) your years of Credited Service at the time of your death or (b) 25 years; (however, if your projected years of Credited Service at Normal Retirement Date would have been less than 25 years, then the number of such years projected to Normal Retirement Date will be used instead of 25 years, under (b), above); plus

C. For each dependent child under age 18 at the time of your death, an amount equal to ten percent (10%) of the amount determined under subparagraph B, above, provided, however, that the amount payable under this subparagraph to each such dependent child will cease when the child attains age 18.

If you previously elected to receive either a 50% or 100% Joint and Survivor Benefit as your form of Retirement Benefit, then upon your death prior to retirement, such form as previously elected will be used in the calculation under subparagraphs A and, if applicable, C above, instead of 75%. The calculation under subparagraph B remains the same.

Example

If you die prior to your Termination of Service after having met the requirements for a Vested Retirement Benefit, you will be treated as if you elected to have your Vested Retirement Benefit begin on the later of the first of the month following your death, or on the earliest date you would have been eligible to collect your Vested Retirement Benefit. The benefit payable at that time
will be calculated, as set forth in subparagraphs A and B, above. The following example assumes a Straight Life Annuity that would have amounted to $40,000, the date of your death is at age 60, and your Protected Spouse was age 57 at your date of death. The amount payable to your Spouse would be calculated as follows:

Annual Benefit to Participant (under subparagraph A upon death at age 60) $25,000.00

"Joint & Survivor" Adjustment
Factor \( \times \) 80.93% 
$20,232.50

Reduction applicable under 75%
Joint & Survivor form of payment \( \times \) 75%

Subparagraph A benefit $15,174.38

Annual Benefit to Participant (under subparagraph B, upon death at age 60) $15,000.00

75% of Retirement Benefit 11,250.00

Subparagraph B benefit $11,250.00

Total Lifetime benefit payable to your Protected Spouse (at age 57) $26,424.38

**Preretirement Survivor Benefit Determination - Terminated Participants**

Upon your death following your termination of employment with a Vested Retirement Benefit as defined in Section 8, Vested Retirement Benefit, and prior to commencement of receipt of your Vested Retirement Benefit, your Protected Spouse will be entitled to the following benefits A and B:

A. 75% of the monthly Retirement Benefit you would have received if you elected the actuarial equivalent of your Vested Retirement Benefit under Section 5, Normal Retirement Benefit, paragraph (ii), as of your date of death, commencing on the later of the first of the month following your death, or the earliest date on which you would have been eligible to receive an Early Retirement Benefit; plus

B. 75% of the monthly Retirement Benefit you would have received if you elected to receive the actuarial equivalent of your Vested Retirement Benefit under Section 5, Normal Retirement Benefit, paragraph (i), based on your Average Annual Compensation on the date of your death, commencing on the later of the first of the month following your death, or the earliest date on which you would have been eligible to receive an Early Retirement Benefit.
Dependent Children's Death Benefits

Upon your death, following your termination of employment with five or more years of Credited Service as described in Section 3, and prior to your Annuity Starting Date, leaving a dependent child or children under the age of 18, a special pension allowance will be paid on behalf of each such child. If you had been married for at least one year at the time of death, the pension otherwise payable to your Protected Spouse will be increased, for each child, by an amount equal to 10% of the amount which you would have received under Section 5, Normal Retirement Benefit, paragraph (i).

If you were an active Participant married for less than one year, unmarried or divorced, or legally separated at the time of death, the dependent benefit will be increased, for each child, by an amount equal to 20% of the amount which you would have received under Preretirement Survivor Benefit Determination - Active Participants, above, with the increased amount paid to or on behalf of each child. The same increase will become effective if you were married at the time of death but your Protected Spouse later died before each child attained age 18 years of age.

Upon the death of a former Participant who dies while receiving a Retirement Benefit, leaving a dependent child or children under the age of 18, a special allowance will be paid on behalf of each such child. The Retirement Benefit otherwise payable to the Protected Spouse will be increased, for each child, by 10% of the amount the former Participant had been receiving under Section 5, Normal Retirement Benefit, paragraph (i).

If a Participant is unmarried, divorced, or legally separated at the time of retirement, the amount shown in the prior paragraph above will be increased to 20% of the Retirement Benefit under the preceding paragraph and the increased amount will be paid to or on behalf of each child. The same increase will become effective if the Participant was married at the time of retirement, but the Protected Spouse later dies before each child has attained 18 years of age. If the Protected Spouse of a deceased Participant dies while receiving a survivor benefit, dependent children under the age of 18 will receive an amount that is double the amount the spouse had been receiving on their behalf under the spouse's benefit.

The Retirement Benefit payable to or on behalf of each dependent child shall cease upon the earlier of such child's attainment of 18 or death.

Effective January 1, 2007, if you die while performing qualified military service as defined in Code Section 414(u), your Beneficiary shall be entitled to any death benefits that would have been payable under the Plan had you resumed employment with your Employer prior to your death, and then terminated your employment on account of death.
Section 13
Legal Limitation On Benefits

In General

The purpose of the Plan is to provide you with benefits upon your retirement. Therefore, although you may be entitled to benefits under the Plan, the law imposes restrictions. For example, no benefits may be assigned or pledged, nor are they subject to your debts or other legal obligations, except as specified below or otherwise provided by law.

Domestic Relations Order

If you are or were married or have dependents, your Protected Spouse, former Spouse, or dependents may, through court order, have a right to receive a portion of your Retirement Benefit, for example, as part of a property settlement in connection with a divorce, or to provide financial support. In order to enforce this right, your Spouse or dependent must deliver to the Plan Administrator a court order establishing such right and containing certain information required by federal law. This court order is called a Qualified Domestic Relations Order ("QDRO"). You will be notified when the Plan Administrator receives a court order that is intended to be a QDRO which may affect your benefits. The Plan Administrator will review the court order to determine whether it satisfies the requirements for such an order. No payments will be made under a court order until you have been notified that the court order satisfies the requirements for a QDRO. The portion of your Retirement Benefit affected by a court order may be held in reserve under the Plan until such a determination is made.

Other Permissible Offsets

In the case of certain judgments, orders, and decrees issued, and settlement agreements entered into on or after August 5, 1997, your benefits may be offset in certain other limited situations. For example, for judgments resulting from conviction for a crime involving the Plan, from civil judgment involving the violation or alleged violation of the fiduciary rules under ERISA, or from a settlement agreement with the Department of Labor or the Pension Benefit Guaranty Corporation (see, Section 15, Amendment And Termination Of Plan, Pension Benefit Guaranty Corporation), your Plan benefits may be reduced by the amount you have been ordered or required to pay under such judgment or settlement agreement.

Other Restrictions Imposed by Law

Benefits are also subject to restrictions and maximum limitations imposed by the Internal Revenue Code and Federal regulations. These restrictions and limitations do not prevent most Participants from receiving full benefits. If you are affected by these limitations, you will be so advised.
Section 14
Application For Benefits And Claims Procedure

In General
This Section describes how to apply for benefits under the Plan. It also describes how you should proceed if you believe you are entitled to benefits and benefits have been denied, or if you believe the amount of your benefit is not correct.

Filing An Application
A completed application form for benefits should be filed with the Committee between 30 and 120 days prior to the date you wish your benefit to commence to ensure that your benefits begin on time. This application is also used for choosing one of the benefit payment forms described in the previous Section 11, Benefit Payment Forms.

Proof of Age
A discrepancy between Plan records and your actual age may affect the amount of your Retirement Benefit. Therefore, you must furnish documentary evidence of your date of birth to the Committee prior to the date your Retirement Benefit is to commence. Except in unusual cases, the required evidence should be either your birth or baptismal certificate. If your name is not the same as shown on the birth or baptismal certificate, additional evidence (ordinarily a marriage certificate) to correlate different names will also be required. In addition, if you elect a benefit payment form that provides lifetime benefits to your Beneficiary after your death, similar evidence will be required for your Beneficiary. Evidence of dates of birth will also be required when a Special Preretirement, Preretirement or Post Termination Survivor Benefit is payable. In order to avoid any delay in the commencement of your retirement benefit, you should take steps to have the necessary documents in your possession prior to your retirement.

Procedures for Presenting and Reviewing Claims for Benefits

Presenting a Claim
You must file a written request for Retirement Benefits with the Administrator. Within 90 days after the Administrator receives your request, you will receive either a written or electronic notice that your request was accepted, denied, or that more time is needed to process your claim. Any extension will not be longer than 180 days from the date the Administrator receives your request. If you are not notified of the acceptance or denial of your claim within the first 90 days, you may request a review as if the claim had been entirely denied.

Denial of a Claim
Your request for Retirement Benefits will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of
your claim by the Administrator, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90 day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

In the case of a claim for disability benefits, if disability is determined by a physician chosen by the Administrator (rather than relying upon a determination of disability for Social Security purposes), then instead of the above, the Administrator will provide you with written or electronic notification of the Plan's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Plan. This period may be extended by the Plan for up to 30 days, provided that the Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you, prior to the expiration of the initial 45 day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If, prior to the end of the first 30-day extension period, the Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Administrator notifies you, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the plan expects to render a decision. In the case of any such extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and you will be afforded at least 45 days within which to provide the specified information.

The Administrator’s written or electronic notification of any adverse benefit determination must contain the following information:

- The specific reason or reasons for the adverse determination.
- Reference to the specific Plan provisions on which the determination is based.
- A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.
- Appropriate information as to the steps to be taken if you or your beneficiary want to submit your claim for review.
- In the case of disability benefits where disability is determined by a physician chosen by the Administrator:
  - If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule,
If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

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

**Review Procedure for Denied Claims**

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Administrator, subject to the following:

- You must file the claim for review no later than 60 days after you have received written notification of the denial of your claim for benefits.

  However, if your claim is for disability benefits and disability is determined by a physician chosen by the Administrator, then instead of the above, you must file the claim for review no later than 180 days following receipt of notification of an adverse benefit determination.

- You may submit written comments, documents, records, and other information relating to your claim for benefits.

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

- You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

- Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.
In addition to the Claims Review Procedure above, if your claim is for disability benefits and disability is determined by a physician chosen by the Administrator, then the Claims Review Procedure provides that:

- Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.

- In deciding an appeal of any adverse benefit determination that is based in whole or part on medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The health care professional engaged for purposes of this consultation will be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

- Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.

The Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Administrator must provide you with notification of this denial within 60 days after the Administrator’s receipt of your written claim for review, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 60 day period. In no event will such extension exceed a period of 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review. However, if your claim relates to disability benefits and disability is determined by a physician chosen by the Administrator, then 45 days will apply instead of 60 days in the preceding sentences. In the case of an adverse benefit determination, the notification will set forth:

- The specific reason or reasons for the adverse determination.

- Reference to the specific Plan provisions on which the benefit determination is based.

- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

- In the case of disability benefits where disability is determined by a physician chosen by the Administrator:

  - If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar
criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.

- If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. However, in order to do so, you must file the suit no later than 180 days after the Administrator makes a final determination to deny your claim.
Section 15
Amendment and Termination of Plan

In General
While the Employer intends to continue the Plan indefinitely, the Employer reserves the right to amend the Plan at any time and to terminate the Plan. This Section describes what will happen if the Employer amends or terminates the Plan.

Amendments to the Plan
The Employer reserves the right to amend the Plan at any time. However, any benefits that you have earned prior to any Plan amendment cannot be taken away.

Termination of the Plan
If the Plan is terminated, you will have a vested right to the benefits earned under the Plan to the date of Plan termination, to the extent there are sufficient funds to provide them. Any funds over and above the amount needed to satisfy all Plan liabilities will be returned to the Employer. If there are insufficient funds, Plan assets will be allocated into the following categories, starting with the first category, until the value of all of the Plan's assets has been exhausted:

- voluntary contributions, if any;
- mandatory contributions, if any;
- benefit payments to any Participant in pay status at least 3 years before the termination of the Plan (including benefit payments to any Participant who would have been in pay status for the last 3 years if he or she had retired) based on the provisions of the Plan in effect during the 5 years before termination of the Plan under which the benefit would be the least;
- all other benefits guaranteed by the Pension Benefit Guaranty Corporation (PBGC);
- all other vested benefits; and
- all other benefits earned under the Plan.
Pension Benefit Guaranty Corporation ("PBGC") Insurance

Benefits under the Plan are insured by the PBGC if the Plan terminates. Generally, the PBGC guarantees most Vested Normal Retirement Age benefits, Early Retirement Benefits, vested benefits and certain disability and survivor's benefits. However, the PBGC does not guarantee all types of benefits under the Plan, and the amount of benefit protection is subject to certain limitations. The PBGC guarantees vested benefits at the level in effect on the date of Plan termination. However, if the Plan has been in effect less than 5 years before it terminates, or if benefits have been increased within the 5 years before Plan termination, the whole amount of the Plan's vested benefits or the benefit increase may not be guaranteed. In addition, there is a ceiling on the amount of monthly benefit that the PBGC guarantees, which is adjusted periodically. For more information on the PBGC insurance protection and its limitations, ask your Plan Administrator or contact the PBGC. Inquiries to the PBGC should be addressed to the PBGC, P.O. Box 151750, Alexandria, VA 22315-1750. The PBGC Customer Contact Center may also be reached by calling 1-800-400-7242 (or 202-326-4000) from 8 a.m. to 7 p.m. Eastern Time, Monday – Friday. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.
Section 16
Special Rules if Plan Becomes Top-Heavy

In General
In order for the Employer to maintain the Plan, the Employer must meet many legal requirements. One of these requirements is that the Plan must not favor a certain group of highly paid Employees. This Section describes what happens if the Plan does not meet this requirement.

Determination
If the Plan primarily benefits Key Employees (a certain group of highly-paid Employees of the Employer), the Plan will be Top-Heavy. A study will be done for each Plan Year to determine if the Plan is Top-Heavy. The Plan will be Top-Heavy if, for a Plan Year, the present value of the cumulative accrued benefits to be provided for Key Employees exceeds 60% of the present value of the cumulative accrued benefits for all Participants, certain former officers and Employees, and beneficiaries.

Special Rules
If the Plan becomes Top-Heavy in any Plan Year, the following special rules will apply:

- Non-key Employees will be entitled to certain minimum benefits,

- Your vested right to benefits from Employer Contributions will be determined according to the following accelerated vesting schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vested Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 2</td>
<td>0%</td>
</tr>
<tr>
<td>2 but less than 3</td>
<td>20%</td>
</tr>
<tr>
<td>3 but less than 4</td>
<td>40%</td>
</tr>
<tr>
<td>4 but less than 5</td>
<td>60%</td>
</tr>
<tr>
<td>5 or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

- If you are a Participant in more than one plan, you may not be entitled to minimum benefits under both plans. You will be notified if the Plan becomes Top-Heavy and whether any of the special rules will affect your benefits.
Section 17
Other Important Information

General Information

Your Rights Under the Employee Retirement Income Security Act (ERISA)

While the Employer is not required to provide the Plan, because it does, you, as a Participant are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Statement of Rights

ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits.

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series) and updated summary Plan description. The Plan Administrator may make a reasonable charge for the copies. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary report. Obtain a statement telling you whether you have a right to receive benefits under the Plan and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to benefits, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve months. The Plan must provide the statement free of charge.

Prudent Actions By Plan Fiduciaries

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

Enforce Your Rights

If your claim for benefits is denied or ignored, in whole or in part, you have a right to know why this is done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within
30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

**Assistance With Your Questions**

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

Name of Plan: The name of the Plan is the National Cargo Bureau Pension Plan.

Name of Plan Sponsor: National Cargo Bureau Inc. 17 Battery Place, Suite 1232 New York, New York 10004

Employer Identification Number: The Employer Identification Number which is assigned by the Internal Revenue Service ("IRS") is 13-5615188.

Plan Number: The Plan Number which is assigned by the Employer is 001.

Plan Year: The Plan Year begins July 1 and ends June 30. The records of the Plan are kept on the basis of the Plan Year.

Plan Type: The Plan is a defined benefit pension plan. This means that the amount of your pension benefit under the Plan is determined by the Plan's benefit formula. Certain benefits under this Plan are insured by the Pension Benefit Guaranty Corporation ("PBGC"), a federal agency further described in Section 15, Amendment And Termination of Plan

Plan Administration: The Employer has appointed a Committee to perform specific functions and duties with respect to the administration and operation of the Plan. The Committee's address is:

c/o National Cargo Bureau, Inc.
17 Battery Place, Suite 1232
New York, New York 10004
Tel. #: (212) 785-8300

Agent for Service of Legal Process: For disputes arising under the Plan, the Committee is designated as the agent for service of legal process. Service of legal process may also be made to the Plan Trustee.

Trustee: The Trustee of the Plan and its principal place of business is:

Vanguard Fiduciary Trust Company
100 Vanguard Boulevard
Malvern, PA 19355